

## **BOOKING CONDITIONS**

**YOUR CONTRACT IS WITH Chillout Events Ltd, a member of ABTA.**

### **1. Your Holiday Contact**

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

(If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel).

### **2. Your Financial Protection**

We are a member of ABTA, W6506, which provides for your protection in the event of our insolvency.

#### **Total Payment Protection (top)Policy Cover:**

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organiser's Licensing) Regulations 1995, an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' prepayments paid in respect of

- Flight inclusive packages commencing and returning to the UK
- Non-flight inclusive packages commencing and returning to the UK
- The ground handling aspects of packages where the customer is responsible for arranging travel to the destination
- Accommodation only holidays
- Inbound business to the UK

offered in this brochure/literature/documentation/on this website (subject to the terms of the insurance policy), for:

- A refund of such prepayments in customers have not yet travelled
- Making arrangements to enable the holiday to continue if customers have already Travelled or
- Repatriation of customers to the UK

In the unlikely event of our financial failure.

### **3. Your Holiday Price**

When you make your booking you must pay a deposit of 10% per person + cost of your flight. The balance of the price of your travel arrangements must be paid at least 8 weeks

before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf, at all times.

If you have been introduced to the Company by a TravelPal you must not make any payment to the TravelPal. Your contract is with the Company to whom all payments must be made. The Company cannot be responsible for any payments made under any arrangement you may have entered into with a TravelPal who are not authorised to accept any monies on behalf of the Company. All deposits and final payments made to the Company are fully protected as paragraph 2.

The price of your holiday was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 1<sup>st</sup> January 2003 in relation to the following currencies: (Euro)

Government action such as changes in VAT or any other Government imposed changes and currency changes in relation to an exchange rate variation, may cause prices to be varied.

In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not, you will also be entitled, on the terms set out in respect of major changes in paragraph 6 below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

#### **4. If you Change Your Booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £5 and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

#### **5. If you Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking, or your travel agent on your behalf, must be received at our offices. Since we incur costs in cancelling your travel

arrangements, you will have to pay the applicable cancellation charges up to the maximum show in Clause 6.

**Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

#### **6. If we Change or Cancel your Holiday**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of the changes will be minor and we will advise you or your travel agent of all of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 4 weeks before your departure date except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us. If available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you our compensation as set out in this clause.

Please note that, from time to time, it may be necessary to offer an alternative session, due to your booked session being unavailable.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

#### **IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY**

A major change constitutes alternative accommodation where the local star rating is one star less than the contracted accommodation, or where no alternative treatments or therapies are offered in place of contracted treatments or therapies.

Period before departure within which notice  
Of Cancellation or major change is received  
by us or notified by you

More than 50 days	£75
More than 30 days	£75
More than 10 days	£100
Less than one day	£100

#### **IF WE CANCEL YOUR HOLIDAY**

Period before departure within which notice

of Cancellation or major change is received by us or notified to you	Amount you will receive from us
More than 50 days	Deposit only
More than 30 days	100% of holiday cost + £15
More than 10 days	100% of holiday cost + £35
Less than one day	100% of holiday cost + £50

**IF YOU CANCEL YOUR HOLIDAY**

Period before departure within which notice of Cancellation or major change is received by us or notified to you	Amount of cancellation charge
More than 50 days	Deposit only
More than 30 days	75% of holiday cost
More than 10 days	90% of holiday cost
Less than one day	100% of holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

**Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unseen circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.**

**7. If you have a Complaint**

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Chillout Events Ltd., Heathfield House, 303 Tarring Road, Worthing, West Sussex BN11 5JG 01903-507600, giving your booking reference and all other relevant information. All complaints will be thoroughly investigated without delay.

**It is strongly recommended that you communicate any complaint to the supplier of the services in question, as well as to our representative without delay and complete a report form while in resort.**

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

**8. What Happens to Complaints**

- 9. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special

Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website [www.abta.com](http://www.abta.com).

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £15,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

## **9. Our Liability to You**

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in this brochure. If any part of your travel arrangements is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of 3 times the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under clause 1 above.

(iii) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our offices, Chillout Events Ltd., Heathfield House, 303 Tarring Road, Worthing, West Sussex, BN11 5JG 01903 507600.

## **10. Personal Injury Unconnected with your Booked Travel Arrangements**

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

## **11. Conditions of Carriage**

The Contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

## HELPFUL INFORMATION

### **Travel Advice**

The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. Information may be obtained from them on 0207 008 0232/33 or from ABTA Information Department on 0901 201 5050 (calls charged at 50p per minute).

### **Passports**

The information and advice in this section is valid for British Citizens only. Anyone who is not a British Citizen (this includes citizens of British Dependent Territories, citizens who hold their citizenship by virtue of a connection with Gibraltar, British subjects who have a right of abode in the United Kingdom and EC and other nationals) should consult the Embassy of the country of destination, and the Home Office Immigration Department to check whether they require any special documentation for the countries they are visiting or for return to the UK. It is important that the initials on your flight ticket match exactly those on your passport.

For travel to most countries a full British passport is required valid for at least 6 months after you have returned to the UK. However, as passport validity can vary from country to country (and is also subject to change) we recommend that you contact the relevant Embassy for the country you propose to visit for current information on passport validity requirements. It is your responsibility to have a valid passport for your holiday. If you are travelling with children it is your responsibility to ensure that they travel with a valid passport.

### **Visas**

At the time of publication of this brochure no visas were necessary for British Citizens to the destinations in this brochure. If you are not a British Citizen, you should contact your embassy for information and advice. It is your responsibility to have an appropriate visa for your holiday.

### **For your Safety and Enjoyment**

Please take every precaution for your safety and the safety of others when travelling. Take extra care when on the roads and remember that in many countries cars are driven on the opposite side of the road to the UK. Please respect the local environment. Travel advice is available from the Foreign Office Travel Advice Unit on 0207 008 0232/3.

Health advice is available in the DOH leaflet Advice on Health for Travellers. If you have any doubt about your fitness to travel or to enjoy this holiday you should consult your GP

We do not sell or share client information with other organisations  
We observe client privacy and comply with Data Protection requirements