

# Booking Conditions

Your contract is with TRAVEL DESTINATIONS LIMITED, a member of ABTA, ATOL and AITO

## 1. Your Travel Contract

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 conditions. A contract will exist as soon as a booking is confirmed. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. If you had not seen these terms and conditions when you made the booking and you are not happy to proceed now that you have seen them, please return all documentation to us within 7 days of receipt. Your booking will be cancelled and all money will be returned, provided you have not commenced your travel. This does not apply if your booking was made within 10 weeks of travel.

## 2. Your Financial Protection

We are a member of ABTA, who provide for your protection in the event of our insolvency.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 3. Your Travel Price

When you make your booking you must pay a minimum deposit of £85.00 per person when the cost of the holiday is less than £1000.00 (per person). If the cost of the holiday is above £1000.00 per person, a deposit of £150.00 (per person) is required. The balance of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit or balance is not paid on time, we shall cancel your travel arrangements and retain the deposit. Changes in transportation/fuel costs or exchange rates & taxes mean that the cost of your travel arrangements may change after you have booked.

## 4. Insurance & Passports

It is obligatory that all travellers hold adequate travel insurance that includes repatriation due to illness or accident. We also recommend that you take out continental vehicle recovery insurance whilst driving abroad.

A valid passport is required for the duration of your stay abroad. Non-EU nationals may require a visa for travel in Europe.

## 5. If You Change Your Booking

If, after confirmation, you wish to change your travel arrangements in any way, we will do our utmost to make these changes if they are possible. We reserve the right to ask for an administration charge, 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. Certain travel arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

## 6. If You Cancel Your Booking

You may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our office. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges. Cancellation more than 10

weeks prior to departure = Loss of deposit. Cancellation between 6 to 10 weeks prior to departure = 50% of total booking cost. Cancellation within 6 weeks prior to departure = 100% of total booking cost. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

## 7. Campsite Rubbish & Damage To Pre-erected Tents/Mobile Rooms

At events such as Le Mans 24 hours, Le Mans Classic, Spa Classic & Nurburgring 24hrs, it is your responsibility to leave the campsite, pre-erected tent or mobile room in a clean and re-usable state. General rubbish & any related items such as tents, BBQs & gazebos should be disposed of in the designated areas. If you choose to leave these items or intentionally damage pre-erected tents or mobile rooms we reserve the right to make a charge of up to £1000 towards the disposal of the rubbish or repair/ replacement of the damaged items.

## 8. If We Change Or Cancel Your Travel

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 these changes will be minor and we will advise you of them at the earliest possible date. If we have to make a major change or 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. Please note that carrier details such as ferry times are subject to change. Such a change is deemed to be a minor change. Other examples of minor changes are changes to carrier type and change of accommodation to another of the same standard. Please note that in cases of war, riot, industrial dispute, natural disaster/adverse weather conditions or other forms of Force Majeure any compensation claims will be void.

## 9. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (eg. Your hotelier) immediately, who will endeavour to put things right. Failure to do this may affect any future claim for compensation. 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 5, The Weltech Centre, Ridgeway, Welwyn Garden City, Herts, AL7 2AA, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Disputes arising out of, or in connection with, this contract that cannot be amicably settled, may be referred to arbitration, under a special scheme arranged by ABTA, and administered independently by the Chartered Institute of Arbitrators.

## 10. Our Liability To You

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as originally described. Event tickets damaged or lost in despatch will be resent if returned, or reprinted on arrival at the event. If any part of your travel arrangements are not provided as promised, due to the fault of our employees or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. Our liability in all cases shall be limited to a maximum of twice the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by negligent acts and/or omissions of our employees or suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel.

(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.

## 11. Personal Injury Unconnected With Your Travel Arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas, arising out of an activity that does not form part of our package travel arrangements, we shall at our discretion, offer advice, guidance and assistance. We limit the cost of our assistance to you or any number of your party to £1000.00.

## 12. Conditions Of Carriage

We act as an agent for ferry & tunnel companies, so the contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms that affect your rights to compensation.