

Booking Conditions

1. Definitions

These booking conditions, together with the General Information section in our brochures or on our website (depending upon how you make your booking), and any other document we brought to your attention before we confirmed your booking, form the basis of your contract with us. Sunvil International Sales Limited, registered number 984970.

2. Booking

(a) You may make your booking with us directly (through our website or by e-mail or telephone) or through one of our authorized travel agents. Whichever option you choose, your booking will be subject to our booking conditions which appear in our brochures and on our website. A copy can also be posted or e-mailed to you on request. By asking us to confirm your booking, we are entitled to assume that the person who makes the booking has had the opportunity to read our booking conditions and has agreed to these on behalf of everyone named on the booking. A contract between us only comes into existence when either (1) we issue a confirmation invoice following payment of the applicable deposit or full payment (if booking within 56 days of departure) or (2) for telephone bookings made within 56 days of departure, we or your travel agent verbally confirm your booking and provide you with a booking reference following payment by credit or debit card. For online bookings made through our website, the confirmation invoice will be issued at the end of the booking process which you must print and keep. If your arrangements include a flight arranged by us, you will also receive an ATOL Certificate. You must check all documents we send you carefully as soon as you receive them as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of our sending it out (or in the case of travel documents/tickets, 5 days). If we accept your booking on the basis that one or more elements of the arrangements (such as the accommodation) is subject to confirmation by the relevant supplier, we will be entitled to cancel your booking and terminate your contract without any liability to you (other than refunding any payment you have made to us or your travel agent on our behalf in respect of that booking) in the event that the element(s) in question cannot be confirmed.

3. Payment

(a) Any monies paid by you to the agent are held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligations to pay it to us for as long as we have not failed. In the event that we fail, any money held or subsequently accepted from the consumer by the agent is and continues to be held by that agent on behalf and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

(b) The balance of the price is payable not less than 56 days prior to departure date. If the balance has not been paid by 48 days prior to departure, the booking will be cancelled and the cancellation charges set out in Clause 7 will be levied. (c) Full payment will be due immediately for bookings made within 56 days of travel. (d) No reminders or statements will be sent.

4. Special Requests

Special requests should be indicated on the holiday confirmation you receive from us. Please check with us if it does not appear. We will try to arrange for special requests to be met, but cannot, and do not, guarantee that they will be unless a supplement is paid. Adding requests after booking may incur an administration charge.

5. Prices and Surcharges

(a) We take all appropriate steps to ensure the prices and other information appearing in our brochures and on our website and uploaded to our reservations system is correct to the best of our knowledge. However, changes may have been made since publication or uploading and errors unfortunately sometimes occur. You will usually be given the correct, up to date price at the time of booking. In the event that the price for your holiday as advertised by us or any of our agents or which is available through our website is incorrect at the time of booking, we reserve the right to correct this up to 3 working days after your booking has been confirmed. In this rare situation, you will be given the opportunity to book at the correct price or, if you do not wish to do so, we will cancel the booking and provide you with a full refund of the amount you have paid us but will have no further liability.

(b) Prices stated are general indications of the likely price. But they can vary. The price you are given at the time of booking is the price to be paid.

(c) The price of your confirmed holiday is subject at all times to changes in transport costs including the cost of fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider, and to changes in the currency exchange used to calculate your arrangements; and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which includes insurance premiums and any amendment charges and/or additional services or travel arrangements.

You will be charged for the amount over and above that, plus an administration charge of £2.00 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 confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements.

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.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. 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 the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, 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.

6. Alterations by You

(a) A fee of £35 per booking for a minor change (e.g. cancellation of car hire) or £35 per person for a major change (e.g. name change, change of accommodation or change of dates to earlier or later in the season) to cover administration costs will be charged for each amendment requested more than eight weeks before departure to a confirmed booking. Amendments involving bought-in flights (i.e. not on regular Sunvil/GIC charter flights) will attract a higher charge from the airline which will be quoted for on request. Holidays can only be transferred to another resort area within the same country within the same year. Any alteration requested within eight weeks of departure

will be treated as a cancellation of the original holiday (attracting cancellation charges) and a new holiday booking.

(b) If you are prevented from taking up your booking by illness, jury service, redundancy, unavoidable work commitment or the death or serious illness of a close family member, you may transfer your booking to another person acceptable to us provided that:

- (i) the transfer is requested in writing at least one week in advance of departure;
- (ii) the request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers already received from us, full details of the person who will take over the booking, any balance due for the booking and the appropriate administration fee which will be £35 per name-change, plus all charges of whatever nature levied by our suppliers. You should be aware that some suppliers, particularly airlines, may charge a 100% cancellation fee and the cost of a new ticket; and
- (iii) the person taking over the agreement agrees to be bound by the booking conditions.

7. Cancellation by You

(a) Should you wish to cancel the holiday, this must be done in writing to us. A written notification must be received by us by recorded or registered mail. No cancellation will be effective until such written notice is received by us. You will be liable to pay the following cancellation charges:

Cancellation period charge before departure	Charge as a percentage of total invoiced cost
56 days plus	30%
55-43 days	30%
42-29 days	40%
28-22 days	60%
21-15 days	80%
0-14 days	100%

(b) We reserve our right to pass on to you any cancellation charges imposed by our suppliers which are in excess of the cancellation charges set out above. In particular, any "bought-in flight element" (i.e. that you are booked on non-standard Sunvil flights, scheduled or chartered, for which a higher deposit is required) and/or accommodation (i.e. where full payment is required to obtain a special offer price at the time of booking) will be charged at 100% cancellation fees for the flight.

(c) Insurance premiums are non-refundable.

(d) Should one or more members of a party cancel, it may increase the per person holiday price of those still travelling. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

(e) If the deposit paid is more than the percentage cancellation charge applied within 56 days then the higher amount will be charged.

8. Alterations and Cancellation by Us

(a) If we make a major alteration or cancel the holiday after the booking has been confirmed but before departure, you will have the choice of:

- (i) accepting the cancellation or alteration;
- (ii) taking another available holiday with us (if it is more expensive you must pay the difference, but if it is cheaper we will make an appropriate refund); or
- (iii) (in the case of a major alteration) cancelling the holiday and receiving a full refund.

(b) A major alteration is a change of airport (except between airports serving the same city), a change of area, if this results in materially different facilities and/or anticipated experience, or a change to lower grade accommodation for a substantial part of the holiday. (Substantial means 25% or more of the nights spent in-country) Any other change is a minor alteration.

(c) If you decide to cancel because of a major alteration or if we cancel a holiday for any reason other than Force Majeure (please refer to clause 9) or Low Bookings (please refer to clause 8(d) below), we will pay compensation as follows:

Period before scheduled departure when major alteration or cancellation is notified	Compensation per fare paying passenger
More than 56 days	Nil
56 - 29 days	£20
28 - 14 days	£30
13 - 0 days	£40

Please note that compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on "free child places", "free group places" or infants.

(d) Low Bookings is where an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form. We will never cancel a holiday because of Low Bookings less than 42 days before departure.

(e) If there is a minor alteration, we will try to notify you, although we are not obliged to do so, nor are we liable to pay compensation.

(f) If we become unable to provide a significant proportion of a holiday after it has commenced, we will make suitable alternative arrangements for you at no extra charge to you or, alternatively, arrange for you to be returned to your point of departure and to receive a pro-rata refund for any ground arrangements not received. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major alteration has to be made as a result of Force Majeure or Low Bookings.

9. Force Majeure – Circumstances Beyond our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your holiday after booking, or we, or our suppliers, cannot supply your holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development).

10. Overbooking

In the very rare event of over-booking accommodation of which we are not aware before you depart, you will be offered alternative accommodation on arrival, which accommodation will be of a comparable standard if available. If the location and/or facilities of the alternative accommodation can reasonably be considered inferior to that originally booked, we will compensate you by paying you the difference in price, if any, between the two properties plus compensation of up to 5% of the original holiday price.

11. Accurate Descriptions

We make every effort to ensure that all resorts and accommodation offered in this brochure or website are described as accurately as possible and that all price indications are correct. Changes, however, can occur and we reserve the right to make changes, in which case you will be informed, of any price change and any material descriptive change, at the time of booking or on your subsequent holiday Confirmation Invoice. You should bear in mind that certain facilities, particularly sports, entertainment and excursions, are subject to demand at any given time. It would not, for instance, be reasonable to expect an excursion to run unless there is demand which makes its operation economically viable. If a hotel is equipped with centrally controlled air-conditioning, the period and time of functioning of the system is at the discretion of the hotel management.

12. Accommodation

(a) Accommodation which forms part of your booking may only be used by the persons named on the booking form. Subletting is not permitted.

(b) You must observe the rules, if any, relating to the accommodation.

(c) You must vacate the accommodation in most areas by 10 am on the day of departure. There may be some exceptions and these will be advised locally by our representative, agent or accommodation provider. Check-in is normally available from 4 pm onwards subject to hotel management discretion.

13. Conduct, Injury and Damage

(a) You shall behave properly throughout your holiday and, in particular, must not do or permit to be done anything which might lead to damage to any property, injury to any person, or violation of any contract of insurance.

(b) You will use, occupy and enjoy the accommodation provided as part of your holiday with due care and in a proper manner without allowing the accommodation to become unreasonably soiled. No items, fixtures or fittings shall be removed from the accommodation or left outside at any time.

(c) You will be responsible for the cost of repairing or replacing any lost, broken or damaged items, including lost keys. (d) You will treat and speak to our employees and representatives in a reasonable and civil manner.

14. Travel Delays and Flights

(a) Flight times are provided by airlines and are subject to change owing to matters such as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. As between you and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international Conventions. Copies of these Conventions are available from us on request.

(b) If you or any member of your party misses your flight or other transport arrangement, it is cancelled or your subject to a significant delay for any reason, you must contact the airline or other transport supplier concerned immediately.

(c) The Package Travel etc Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 16 (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a flight delay or cancellation which is not owing to any failure by us, our employees or subcontractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them.

(d) Under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be published at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengerrights. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not entitle you to a refund of your holiday price from us.

(e) We cannot accept liability for any delay which is due to any of the reasons set out in clause 9 of these booking conditions (which includes the behaviour of any passenger(s) or for any passenger who, for example, fails to check-in or board on time).

(f) Any cancellation or change to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. However, you may be entitled to claim under the flight delay section of your travel insurance policy.

(g) We have no control over how much leg room (seat pitch) airlines allow on their aircraft. No guarantee can be given as to a particular seat configuration on board as aircraft types vary. However, these seat pitches are standard throughout the airline industry and comply with current Civil Aviation Authority guidelines.

(h) 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.

15. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. You can get copies of the relevant conditions if you ask us.

16. Our Liability

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised, or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess of your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- (b) Claims not falling under (a) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel
- (d) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) **Excursions Booked Locally**
The Company does not operate its own excursions. Any excursions booked locally at destination do not form part of the package, whether reserved through our local agent or representative. Sunvil acts solely as an agent for any such excursions and takes no responsibility or accepts any liability for their correct performance. Your contract will be with the operator of the excursion or tour and not with us.

(9) **Consumers' Protection**
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. All holidays or accommodation only not including air travel are protected by a bond through the Travel Association (ABTA Ltd).

(10) **Data Protection**
(a) Please be assured that we have measures in place to protect personal booking information. This information will only be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

(b) If you travel outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available on request.

(11) **Governing Law and Jurisdiction**
This contract and any matters arising from it are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.