

# Booking Conditions

## 1. DEFINITIONS

These conditions, together with the other information in our brochures or on our website (depending upon how you make your booking), form part of your contract with us, Sunvil UK Limited, registered number 3321687. The signatory of the booking form accepts these contract terms on behalf of everyone named in the booking or added subsequently, and the words "you" in these conditions should be construed accordingly.

## 2. BOOKING

(a) There will be no contract between us until you have signed a booking form and paid the required deposit and we have issued a Confirmation Invoice. However, for bookings made within 56 days of travel, a contract shall be deemed to exist once you or your travel agent (the "Agent") have made the booking "definite" by telephone and we have confirmed full holiday details, including a Booking Reference Number.

(b) It is a condition of the contract that you will take out the travel insurance negotiated by us or an equivalent policy. Further information on travel insurance is in our brochure and on our website.

(c) Any services purchased locally, even if these are arranged by our representative or agent, do not form part of this contract.

## 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 of 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 booking form or requested in writing. 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) 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.

(b) We reserve the right to vary the price of your holiday, after booking, in relation to changes in transport costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rate applied to the particular package. We will not vary the price of your holiday less than 30 days before the date of departure, but, if variations occur before that time, we will absorb or retain an amount up to the first 2% (excluding insurance premiums and any amendment charges) of your holiday cost. For variations greater than 2%, we will absorb the first 2% in the cases of increases, but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £2 per person.

(c) If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel the holiday with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, we must exercise our right to do so within 14 days of the date of our surcharge invoice.

## 6. ALTERATIONS BY YOU

(a) A fee of £25 per booking (to cover administration costs) will be charged for each amendment requested more than eight weeks before

departure to a confirmed booking. 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 £25 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:
60 days or more	Deposit only
59 - 30 days	50%
29 - 15 days	70%
14 - 8 days	90%
7 - 0 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) 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.

## 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:

- accepting the cancellation or alteration;
- 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
- (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(e) 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	£30
28 - 14 days	£40
13 - 0 days	£60

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, aircraft breakdown, 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 prices 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 be 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) Pets are not permitted.

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

(d) You must vacate the hotel or lodge accommodation in most areas by 11 am on the day of departure. There may be some exceptions. 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 vitiation 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 because of such matters as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. We will not be liable if a flight is delayed. In the event of a delay, airlines generally provide such refreshments, meals and accommodation as they deem appropriate. Where it is able to do so, we will use our best endeavours to ensure that appropriate arrangements are made. In addition, you may be entitled to claim under the flight delay section of our recommended travel insurance policy. 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) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, we will not consider your claim until such time as you have made a complete assignment to us of any rights you have against the carrier.

(c) 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.

### 15. TRAVEL DOCUMENTS

General information concerning passport, visa and health requirements applicable to British Citizens is set out in the brochure or on our website. Such requirements, however, are subject to change and you are responsible for checking current requirements before departure. It is your responsibility to ensure that you comply with all applicable requirements and take with you all documents required for your holiday, including re-entry into the UK. We will not be liable for any failure by you to discharge these responsibilities and you will have to reimburse us for any costs you incur as a result of such failure on the part of yourself.

### 16. 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.

### 17. OUR LIABILITY

(a) Our obligations, and those of our suppliers providing any service or facility involved in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of us, and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(b) For claims which do not involve death or personal injury, we accept liability, subject to Clauses (a) above and (d) below, should any part of your holiday not be as described in the brochure. If we accept liability, we will, subject to Clauses (e) and (f) below, pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances (excluding any insurance premiums or amendment charges). Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 2004 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation to all matters flowing from the airlines actions) will be deducted from any sum paid to you as compensation by us.

(c) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept liability subject to Clauses (a) above and (d) below. If we accept liability, we will, subject to Clauses (e), and (f) below, pay you reasonable compensation.

(d) We accept liability in accordance with Clauses (a) and (b) and (c) above and subject to Clauses (e) and (f) below except where the cause of the failure in your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(e) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or holiday accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol and any of the additional Montreal Protocol) the COTIF Convention concerning International Carriage by Rail 1980 (as amended), the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your trip.

(f) If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of return from holiday or within 2 years of first discovering the matters so giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.

(g) You shall assign any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer.

You shall follow the procedures of notification of complaints set out in Clause 18 below.

(h) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you may suffer arising directly or indirectly from any aspect of your holiday.

### 18. COMPLAINTS

All complaints must be made at the time of occurrence to the supplier of the facility or service concerned, to give an opportunity to rectify the cause of the complaint. If unresolved, then you should swiftly call us directly. (If out of UK office hours, then use the relevant emergency mobile numbers supplied in your final travel pack.) Failure to do so will result in your legal rights being reduced or even extinguished. Any claims whatsoever against us must be submitted in writing to us in the UK within 6 months of your return. Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if you wish) be referred to AITO's or ABTA's independent dispute settlement service.

### 19. CONSUMER PROTECTION

The air holidays and flights in this brochure are ATOL Protected since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 9280. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we are not 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 under your contract to that alternative ATOL holder. However, you also agree that in some cases it will be impossible 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).

When you buy an ATOL protected flight or flight inclusive holiday you will receive an ATOL certificate. This lists the flight, accommodation, car hire and other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Please ask for it and check to ensure that everything you booked (flights hotels and other services) is listed on it. See [www.caa.co.uk/ATOLCertificate](http://www.caa.co.uk/ATOLCertificate).

For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). All holidays or accommodation only not including air travel are protected by a bond through the Association of Independent Tour Operators Trust Ltd.

### 20. DATA PROTECTION

(a) Please be assured that we have measures in place to protect personal booking information. This information only will 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 onto 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.

### 21. 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 jurisdiction of the courts of England and Wales.