

# BOOKING CONDITIONS

## 1. General

For the purposes of these booking conditions the following definitions will apply: 'force majeure' is war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions; 'the Company' is Hadler Tours Limited; 'the Client' is the person who has signed the booking form.

## 2. Booking

Complete the booking form and send it to the Company with the required deposit. The booking cannot be considered definite until you have received a confirmation email / letter. Full payment of the balance must be made not less than 10 weeks (70 days) before departure. If the reservation is made within the 10 week (70 day) period, full payment must be made when sending the booking form. The Company reserves the right to cancel the holiday if the balance is not paid by the due date for any reason. Our travel insurance or another offering equivalent cover is compulsory.

## 3. Prices

The holiday price in this brochure is based on known costs and exchange rates as shown in paragraph 13 of these conditions. The price of your holiday is subject to surcharges on the following items: Government action, currency exchange rates, airport charges, border taxes, airfares, sea transportation and fuel costs. 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 for increases 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 that 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 7 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. Alteration by the Client

If after confirmation of the booking the client wishes to alter the booking in any way the Company will do their utmost to make changes, provided written notification is received by their office from the person who signed the booking form. If the amendment can be carried out, a charge of £25 will be made, except where the amendment occurs within 42 days of departure where it will be treated as a cancellation of the original booking and will be subject to the cancellation fees laid out under paragraph 5.

## 5. Cancellation by the Client

Once the company have confirmed the booking if the client cancels for any reason prior to 6 weeks before departure, the deposit is forfeited. If the cancellation is nearer the departure date the charges are as outlined above. In view of this, the company strongly recommend their comprehensive insurance cover. Cancellation will be from the date of receipt by the Company of the written request and the scale of charges will be payable depending on when the notification of cancellation is received.

Period before scheduled departure within which notification is received	Amount of cancellation charge (expressed as a % of total holiday price)
Prior to 70 days	Deposit only
70 - 57 days	30% (or loss of deposit if greater)
56 - 29 days	50%
28 - 22 days	70%
21 - 8 days	90%
7 days or fewer	100%

## 6. Cancellation by the Company

The Company reserves the right to cancel the holiday, flight, accommodation or other arrangement if in the event the holiday shown cannot be provided for any reason. If cancellation occurs the client will be advised at least 8 weeks before departure and the Company undertakes to offer alternative comparable arrangements, if available, or if these are unacceptable, a full refund of all monies paid. The Company will not cancel the holiday within 8 weeks of departure unless it is as a result of circumstances amounting to 'force majeure' (in these circumstances the client's money will be refunded less any insurance premiums paid), or as a result of non-payment of the balance by the due date (in these circumstances it will be treated as though the client has cancelled). If for reasons other than 'force majeure' or non-payment of the balance the holiday is cancelled within 8 weeks of departure then compensation will be paid to the client as in the table shown in section 7.

## 7. Alteration by the Company

The Company reserves the right to alter the holiday, flight, accommodation or arrangement if in the event the holiday shown cannot be provided for any reason. If a material alteration occurs, the client will be advised at least 14 days before departure and the Company undertakes to offer alternative comparable arrangements, if available, or of these are unacceptable, a full refund of all monies paid. The Company will not materially alter the holiday within 14 days of departure unless it is as a result of circumstances amounting to 'force majeure'. If for reasons other than 'force majeure' the holiday is materially altered within 8 weeks of departure, then compensation will be paid to the client in accordance with the table below. Material alteration does not include alterations to arrangements of travel or accommodation where this does not greatly affect the main content of the holiday.

### Number of days client is informed of cancellation or material alteration before date of departure.

0 - 14 days	15 - 28 days	29 - 42 days	42 + days
£25	£15	£10	-

## 8. Disputes Procedure

In the unlikely event of a complaint whilst on holiday the client must inform our local agent, hotelier or guide who will try to resolve the problem on the spot. If the complaint cannot be resolved there and then, the client must send a written account to reach the Company within 28 days of the end of the holiday, in order that it can be investigated fully.

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the client so wishes) be referred to arbitration under a special Scheme which, though devised by arrangement with the ABTA, The Travel Association is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 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

Please detach and retain booking conditions

Please detach and retain booking conditions

# BOOKING FORM

Destination	Departure date	Leader

Title	1st Christian Name - as in passport	Surname	DOB	Nationality	Denomination	Room*
1						
2						
3						
4						
5						

### Special diet or disability -

Please state clearly any special requirements you may have in respect of diets or disabilities, such as vegetarian / diabetic meals or wheelchair assistance and give name of passenger to whom this refers. *In order to process this transaction it will be necessary to pass this information to other entities.*

\* Please state whether a triple, twin, double or single room is required

