

# Booking Conditions

## BOOKING CONDITIONS

Your signature on the booking form will be taken as your party's acceptance of the following conditions and all information contained in our "How To Get There, Car Hire, Insurance, General Information and How To Book", on pages 25 to 33, and they will apply to you and all members of your party. Long Travel Limited is a private limited company No. 4687483. It holds an Air Travel Organisers' Licence (ATOL 4029) and is fully bonded with Aito Trust Limited (1094).

### BOOKING AND PAYMENT

The signatory on the booking form is responsible for all payments to us in respect of the booking. See our section on page 33 for details of booking and payment. Please remember that if we do not receive your booking form within 5 days of telephone confirmation, the option will lapse and you will, in any case be liable for any payments, as detailed on page 33. Similarly, if your balance does not reach us 2 calendar months prior to departure, we reserve the right to cancel your booking and to impose the cancellation charges, as stated below. No binding contract exists between us until we have issued a letter of confirmation.

### PRICES AND SURCHARGES

Your holiday price will be as stated in our brochure or on our website, plus any applicable supplements and surcharges. The prices are valid for holidays in 2008 and are based on an exchange rate of €1= £0.80. However, we guarantee the accommodation element of your holiday against any currency surcharges. Surcharges will only apply, therefore, in matters beyond our control and include increases in transportation costs, including the cost of fuel, duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package or Government taxes. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday (within 14 days of our notification to you) with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges.

In any case, we will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and amendment charges). All increases arising after receipt of your final balance will be absorbed by us.

### IF WE CANCEL OR ALTER YOUR BOOKING

We will do our utmost to provide the arrangements that have been confirmed, but we must reserve the right to modify or cancel any holiday, flight schedule, carrier or aircraft type, accommodation or itinerary if unforeseen circumstances arise. If we cancel or significantly alter an essential element of your holiday for reasons other than hostilities, political unrest or other circumstances amounting to force majeure, on or before the date when the payment of the balance becomes due, we shall inform you as soon as possible and shall offer you the choice of an alternative holiday of at least comparable standard, if available, or give a prompt and full refund of all money paid. If you choose a more expensive holiday you will pay the additional cost. If it is less expensive, we shall refund the difference. In addition, in appropriate cases, (on the assumption that the full balance has been paid) and where such cancellation is not due to force majeure, we will pay you compensation on the scale shown below.

### Period before departure date within which compensation for major change / cancellation is notified (excluding infants):

|                   | per person: |
|-------------------|-------------|
| more than 56 days | nil         |
| 56-43 days        | £10         |
| 42-29 days        | £15         |
| 28-15 days        | £20         |
| 14-0 days         | £30         |

Any change we make to your holiday will be either major or minor. A major change is a change of UK airport departure (not including between London airports), a change of flight time by more than 12 hours, or a change to a lower category of accommodation. Any other change is a minor change. If there is a minor change, we will do our best to notify you of this, but we are not under any obligation to do so or to pay you compensation. In recognition of the fact that we absorb all financial loss consequent upon cancellation due to force majeure, we shall not cancel any holiday until specifically recommended to do so by the British Foreign Office. If force majeure occurs while the holiday is in progress we will try to make reasonable alternative arrangements. The airline and types of aircraft which are likely to be used for the holidays are subject to change and we are obliged by the CAA to state that we cannot give you any certain information about the airline or the type of aircraft on which you will travel. In no case will we cancel your holiday less than 8 weeks before departure, except for force majeure reasons or if you fail to pay for your holiday.

If we have to amend or cancel an accommodation only booking we cannot accept liability for any costs you may incur in respect of any other services, including flights, that you have bought independently. For any flights booked through Long Travel Limited, any amendments will, of course, carry none of our own amendment charges, nor will any other elements affected by the flight amendment. Clients who book their own flights should be aware that if their flight timings change, this can have a knock-on effect for car hire, etc and our amendment charges will automatically apply.

### OUR LIABILITIES TO YOU

We accept responsibility for ensuring that all parts of the holiday are supplied as described and that all services shall reach a reasonable standard. (a) We accept liability under Regulation 15(1) of the Package Holidays and Package Tours Regulations ("the Regulations") subject to the defences in Regulation 15(2) of the Regulations, set out at sub-paragraph (ii) below, the limitations set out in sub-paragraphs (iii) to (v) below, and the condition precedent set out in sub-paragraph (vi) below. (b) When you suffer any loss, damage, personal injury or death as a result of our failure to perform or improper performance of the holiday contract we shall be liable to pay you compensation, except where the

cause of the failure is not our own fault or that of our servants, agents or suppliers, and is your own fault, or the actions of someone unconnected with your holiday arrangements, or due to unusual or unforeseeable circumstances or events which neither we nor our servants, agents or suppliers could have reasonably anticipated or reasonably avoided even with the exercise of due care. (c) We are permitted to limit the amount of compensation we will pay you in the event of a claim. Where any claim arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel, or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. (d) Under Regulation 15(4), we are entitled to limit the amount of compensation we will pay you in the event of a claim, where that claim concerns non-personal injury. It is impossible to assess in advance the exact sums which may be payable to you. We will do our best to assess the appropriate sums due to you in the circumstances of your particular complaint. (e) Any sums received by you from suppliers, such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us. Further, if we pay you any compensation, you shall, if required by us in writing, assign to us any rights of action that you may have against any third party who was in any way responsible for the failure to perform or improper performance of the holiday contract. (f) Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out below. (g) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you in respect of any personal injury or death (unless caused by our negligence), or in respect of any other damage which you suffer arising directly or indirectly from any aspect of any holiday arrangements booked with us.

### EXCURSIONS

Please note that we do not provide excursions. Our local representatives may, at your request, make arrangements for excursions locally on your behalf. However please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. Therefore when you purchase an excursion locally, your contract is with the local company and we have no liability whatsoever for anything which may go wrong on the excursion.

### CHANGES BY YOU

If you wish to change your booking in any way after your telephone confirmation, you must inform us immediately in writing, and we will do our best to help you. There will be an administration charge of £25 per person, per element (including children, but not infants), plus any additional charges imposed by proprietors, airlines or other suppliers. (changing the name on a flight ticket after this time, is usually treated by the airline as a cancellation and a 100% cancellation charge applies). Car hire amendments will incur an administration charge of £25 per car, plus any additional charges imposed by the car hire companies. Amendments made to bookings within 6 weeks of departure, and a change of all the names on a booking at any time, will be treated as a cancellation and re-booking, in which case cancellation charges set out below will apply. If you are prevented from travelling by circumstances such as family death, redundancy, jury service etc. provided that it is not less than two months prior to departure, you may transfer your booking to another person. This right of transfer is subject to an administration fee of £25 per person, per element, plus any additional charges imposed by proprietors, airlines or other suppliers.

### CANCELLATION BY YOU

If you wish to cancel your booking this must be done, in writing, by the person who signed the booking form. If we have received your verbal or written confirmation, but have not received the booking form, the same person must confirm the cancellation of the agreed holiday, in writing. In the event of the lead person being incapacitated, another adult from the party or next of kin can write to us. The date of cancellation will be taken to be the date that we receive this letter.

#### Our cancellation charges are :-

- From the time you agree to the holiday, either verbally or in writing, up to 2 calendar months before departure - deposit and 100% of flight costs.
- Under 2 calendar months before departure - 100% of total cost.

All flights, for which we have paid in full, at the stage of booking, will be charged at 100% less any sums that we can recover on your behalf. Depending on the supplier, it is often possible to recover some flight and car hire costs. You and we are bound by their booking conditions and cancellation charges and we undertake always to recover as many of the costs as we can on your behalf. We will pass these on to you, less administration charges. You should note that if the reason for cancellation falls within the terms of your personal travel insurance policy, then any such charges can be refunded to you by the insurance company. No refund of premiums will be made and the insurance premium is forfeited on cancellation.

### FLIGHTS

All prices quoted are payable in full at time of booking and are inclusive of airport taxes etc. Any increase of taxes is beyond our control and flight prices would be changed accordingly, as explained in our section on surcharges.

Aircraft captains are legally entitled to deny boarding to any passengers presenting themselves at the aircraft who, at the captain's absolute discretion, are unacceptably under the influence of drink or drugs. Any passenger who is denied boarding on the outbound flight, for that reason, shall be deemed to have given notice of cancellation of his/her booking at that moment and cancellation charges will apply.

### DESCRIPTIONS

Long Travel Limited honestly believes that all statements made in its brochure are factual and correct. Every reasonable effort has been made to describe the properties and environs and to provide the amenities described. We cannot therefore be held responsible for any changes that became known after the brochures were produced, nor can Long Travel Limited accept liabilities for happenings outside its reasonable control, such as breakdown of domestic appliances, hotel facilities, plumbing, wiring, delays of travel services etc, weather conditions, invasion of pests, theft, owner's negligence resulting in loss, injury or accident. All distances stated in the brochure are approximate. The use of lifts, air-conditioning, tennis courts and swimming pools is at the owner's absolute discretion and may be closed due to maintenance, etc. Long Travel Limited accepts no liability for this whatsoever.

Long Travel Limited undertakes to advise you of any material changes known to them prior to your departure.

Long Travel Limited cannot accept responsibility for any information not contained in this brochure being confirmed verbally or by email, by any member of its staff unless this is subsequently reconfirmed in writing by Long Travel Limited.

Properties must be left clean and tidy. Whilst in occupation you are responsible for the property and its contents and you should make every effort to see that it is not abused or damaged in any way. You are also responsible for ensuring the security of the property in your absence and when you leave. Any clients who do not respect the properties or who behave in an unruly manner risk eviction, in which case they would have to find accommodation at their own expense.

### CLEANING AND LINEN HIRE

There will be charges for some of our self-catering properties, as stated in the brochure, payable to our agents or property owners ON ARRIVAL and NON-REFUNDABLE.

### SPECIAL REQUIREMENTS

Any special requests must be advised to Long Travel Limited in writing, on the booking form, and Long Travel Limited cannot guarantee its provision, unless actually confirmed by us, in the confirmed request section on your accommodation voucher. In other cases, we will confirm, in the unconfirmed request section on your accommodation voucher, that the special request has been passed on to the relevant party, at whose discretion the service will be provided. Long Travel Limited does not guarantee compliance of any special request and does not accept liability for non-provision of the same. Any special requests added after the initial booking will incur our amendment charges of £25 per person, per element, plus any others levied by the supplier. You will be wholly responsible for paying these. Some special requests also have a charge to be paid locally.

### EXTRAS ABROAD

It is your responsibility and our strong recommendation that you pay, locally, prior to your departure, any extra charges you might incur, such as heating/air-conditioning charges, cleaning charges, drinks, etc. If you fail to do so, we will automatically debit your credit or debit card, at current exchange rates, and with an administration charge of £25.

### COMPLAINTS

In the event of cause for complaint, you should first seek satisfaction locally through the proprietor of the property or hotel or his/her agent. Many hotels etc. will no longer co-operate with any investigations about problems, if clients do not inform them direct at the time of the problem occurring. This seems only fair and logical, as it gives them the opportunity to sort things out and help, wherever possible. There is absolutely no point in complaining after the event, when nothing can be done. It is therefore clients' absolute responsibility, if a problem occurs, to speak direct to the owner/agent first.

If you are still not satisfied, contact Long Travel Limited immediately by telephone. We will do our utmost to help you. You should also confirm the detail of your complaint in writing to us, whilst you are still in occupation of the property. It is essential that you do this. If you do not we will have been denied the possibility of resolving and investigating matters. If, at the end of your holiday, you still feel that you have cause for complaint, you should write to us, with full details, within four weeks.

Allowing us the opportunity to help solve a problem, whilst you are on holiday, forms part of the booking contract. If you cannot resolve it locally, you must inform us. Failure to do so is confirmation that the problem was not serious enough to spoil your holiday or justify complaint on your return.

Occasionally, clients have difficulties with car hire or flights. If you contact us, we will do our very best to support you. However, often, these difficulties are more speedily resolved, when clients deal directly with the airlines or car hire companies concerned. Clearly, they all have their own procedures for helping people and these usually involve direct contact with the client. However, although we have no control over these companies, if you are less than satisfied with their response, please contact us and we shall certainly do what we can. In the unlikely event that a complaint cannot be resolved amicably, you may call upon AITO's low-cost Independent Dispute Settlement Service, to bring the matter to a speedy and binding conclusion.

### GENERAL INFORMATION

General information is included in this brochure for your help and guidance. Please read it carefully. Your contract with us and any matters arising from it, incorporating these conditions and information in pages 29 to 34, shall be subject to English Law and to the jurisdiction of the Courts of England and Wales.



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