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ATOL NO: 2898

BOOKING TERMS & CONDITIONS

1. RESERVING YOUR HOLIDAY

Once you have completed a booking form with us and we have made the reservations for your holiday, we will send you an official confirmation of your holiday booking, together with an invoice showing the deposit/s due (up to 20% of the total holiday price normally) and the balance payment date (normally approximately 9 weeks prior to departure). Different terms apply to group bookings or where special promotional fares have been booked. Any changes and full payment terms will be notified to you at the time of booking. At this point a contract has been made between us. Full payment is due immediately if a booking is made within 9 weeks of departure.

2. PAYMENTS & CHARGES (where applicable)

Payments can be made by personal or building society cheque OR, by electronic on line transfer (or by your bank) direct to our bank account. Credit card payments are accepted and are subject to a 3% handling fee (charged to us by the credit card companies). However, we make NO charge for taking your payments by Debit Card (which come direct from your bank)

3. CANCELLATIONS

It is important that you have travel insurance, including full cancellation cover. Cancellations will not be valid unless made in writing. If written notification of cancellation is received by us more than 9 weeks prior to departure, only the deposit is forfeit. If it is received 9 weeks (or less) prior to departure, we reserve the right to impose the following cancellation charges:-

| <u>PERIOD PRIOR TO DEPARTURE</u> | <u>CANCELLATION CHARGE</u> (% of total holiday price) |
|----------------------------------|--|
| 9 weeks or more | Deposit |
| 9 – 7 weeks | 30% |
| 7-5 weeks | 50% |
| 5-3 weeks | 80% |
| 3 weeks or less | 100% |

For group bookings, the full holiday cost is forfeit if cancellation is notified to us after the date by which full payment is made.

4. CHANGES MADE BY YOU

Changes can be made to your holiday, after we have sent your confirmation documents (e.g. departure or return dates, hotels, etc) subject to an amendment fee of £25 per person (and subject to availability), or £50 per person for complete re-booking, (e.g. due to voluntary postponement or change of mind). We will do our utmost to assist you; however if flights have already been ticketed or changes are made 9 weeks or less prior to departure, cancellation charges may apply and additional amendment fees may be imposed by our suppliers.

5. COMPLAINTS

In the unlikely and unfortunate event that you should have any cause for complaint regarding your holiday, it is imperative that you notify our local representative immediately so that it can be dealt with on the spot and quickly resolved. In the event that a problem cannot be resolved, in the destination, you should notify our head office upon return home. Complaints must be in writing and received within 28 days of your return. We regret that we are unable to deal with any complaints after this time.

When you buy an ATOL protected air holiday package from Distant Landings, you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organisers Licence no. 2898. In the event of our insolvency, the CAA will ensure that you are not stranded abroad and/or will arrange to refund any money you have paid to us for an advance booking.

For further information, visit the ATOL website at www.atol.org.uk

OUR CONTRACT WITH YOU

1. All flights are scheduled departures on the aircraft type (or similar) advised on your Booking Confirmation. You will be advised if a non-scheduled aircraft transfer is used in any part of your itinerary. Flight times are correct at the time of printing but are subject to alteration and approval by the airline and the Civil Aviation Authority, or for reasons beyond our control. Clients must therefore always adhere to the times that are given on the tickets & final travel documents.

The contract between us cannot be cancelled without penalty if, for reasons beyond our control, there is any change or operator or aircraft type, or any change to airport of destination.

We will also advise you the identity of all air carriers for flights forming part of your contract, on your Booking Confirmation. If for any reason the identity of the carrier is not known at the time of reservation, you will be advised as soon as it is known. If for any reason the identity of the carrier is changed after reservation, we will inform you as soon as possible.

E.C. Regulation No. 2111/2005 requires the establishment of a 'Community List' of air carriers subject to an operating ban within the Community and requires that passengers be informed of the identity of the operating air carrier. The list can be viewed on the UK Civil Aviation Authority website at www.caa.co.uk/bannedairlines. If an air carrier is placed on the Community List and flights are cancelled because it is subject to an operating ban, you will be entitled to reimbursement or re-routing. In circumstances where the flight is not cancelled, but you choose not to take it, you will be entitled to reimbursement or re-routing.

2. We accept responsibility should the service we provide prove deficient or not of reasonable standard, including any arrangements made during the course of the holiday through a bona fide representative of Distant Landings. We accept responsibility for the acts and/or omissions of our employees, agents, sub-contractors and suppliers and servants and/or agents of the same. No liability is accepted for death, bodily injury or illness arising otherwise than from the negligent acts & omissions of our employees or agents, suppliers, sub-contractors or their servants and/or agents whilst acting within the scope or in the course of their employment.

3. We provide that where appropriate and subject to our reasonable discretion:

(a) to afford general assistance to clients who, through misadventure, suffer illness, personal injury or death during the period of their holiday arising out of an activity which does not form part of the foreign inclusive holiday or any excursion offered through ourselves;

(b) where legal action is taken by a client with the prior agreement of ourselves, initial legal costs associated therewith shall be met by ourselves, provided always that clients request such assistance within 90 days from the date of misadventure;

(c) the aggregate costs for Distant Landings in respect of (a) & (b) above shall not exceed £5,000 per booking form. Furthermore, in the event either of there being a successful claim for costs against a third party or there being a suitable insurance policy in force, costs actually incurred by the tour operator shall be recovered from the client;

(d) all claims referred to above shall in respect of both liability and quantum fall within the exclusive jurisdiction of the courts in the country in which the contract was entered into.

4. Any dispute arising out of, or in connection with the sale of our holidays which is not amicably settled, may be referred to arbitration under a special scheme devised for the travel industry by the Chartered Institute of Arbitrators. Details of the scheme will be supplied on request:

(a) The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs;

(b) The scheme does not apply to claims for a greater amount than £1500 per person or £7500 per booking form, or to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness.