

BOOKING CONDITIONS

Your holiday arrangements with us are subject to the following brief, but important booking conditions which clearly lay down our joint responsibilities to ensure that you holiday runs smoothly.

Your holiday arrangements are organised by Uni-Travel Limited trading as Uni-Travel, The Independent Traveller, Farm Tours & Ranch Rider, Devonshire House, Devonshire Lane, Loughborough, Leics, LE11 3DF. or Uni-Travel, Alexandra Square, Lancaster University, Lancaster, LA1 4XX (hereafter known as the Company). The Independent Traveller, Farm Tours and Ranch Rider are trading names of Uni-Travel Limited and trade under ABTA no. 96395, V9150 and ATOL number 4660. Uni-Travel operates under ABTA no. 82208 and ATOL 4660. Our membership of the above organisations provides you, the client, with financial security. You should add the name of the operating division responsible for your holiday in the space provided at the top of the booking form. In order to provide you, the client, with the fullest range of services, on occasions we act as retail agents for other ATOL holders and you will be notified of the appropriate ATOL number with your written confirmation.

Conditions that apply to both individual and group bookings

1. Reservation Procedures

After full discussion with your travel advisor we will issue you with a reservation/option number. You should then complete the booking form enclosed for all members of your party and ensure that all details are accurately and fully completed. Particular attention is drawn to accurate dates of birth as this may affect insurance premium calculations and child flight discounts. We draw your attention to the insurance questions now required by law to ensure that you are fully and adequately protected whilst abroad.

2. Deposit

In order to secure your booking we will collect an agreed deposit from you. This deposit will vary dependent on the type of holiday booked. Deposits are non refundable and should be covered by insurance.

3. The Balance

The balance is due 12 weeks prior to the date of departure of your holiday. This lead time is necessary to ensure that our overseas' suppliers are paid prior to your arrival. If your booking is made less than 12 weeks prior to departure full payment is required at the time of booking.

4. Amendments by the Client

Whilst changes are possible they will normally attract an amendment fee of £50.00 per person plus any direct charges levied by the suppliers involved. The Company confirms all your travel arrangements to you in writing and any errors or omissions not notified to us within 14 days of the date at the top of the confirmation document will be considered as amendments. Please carefully check your confirmation document to ensure that we have interpreted your holiday wishes accurately.

5. Cancellation

Your liabilities under this section may in certain circumstances be covered by insurance. In uncertain times our policy for cancellation is clear and follows the industry standard. If the contracted airline is flying and there is no Foreign Office advisory against travel to that Country, then our normal cancellation terms apply.

<i>Up to 90 days</i>	<i>Deposit</i>
<i>40-90 days</i>	<i>30% (or deposit if greater)</i>
<i>30-40 days</i>	<i>40% (or deposit if greater)</i>
<i>Less than 30 days</i>	<i>100%</i>

6. Changes made by ourselves

Virtually every holiday we help to plan and initiate goes without any changes once the client has received confirmation. Occasionally it is necessary to alter arrangements due to circumstances beyond our reasonable control. Although most changes are minor, for example an hour or so difference in departure time, some are more major. They could involve change of departure time by more than 12 hours, change of departure airport etc. As soon as they are notified to us we will inform you as soon as is practical and work with you to solve any problems caused. If we cannot solve the problem to your complete satisfaction the following compensation rates are applicable.

<i>More than 8 weeks prior to departure</i>	<i>nil</i>
<i>Within 8 weeks prior to departure</i>	<i>£15.00</i>
<i>Within 6 weeks prior to departure</i>	<i>£20.00</i>
<i>Within 4 weeks prior to departure</i>	<i>£25.00</i>
<i>Within 2 weeks prior to departure</i>	<i>£35.00</i>

7. Flight Timings

Brochures are produced many months in advance of your holiday and it is quite possible that the times originally advised to you on your confirmation or at the time of booking will have altered by the time you complete your holiday. Airlines need to make these changes for operational reasons. You should comply with the timings advised to you with your tickets and must pay particular attention to the report time at the airport. Airlines are entitled to deny boarding without compensation should you report later than the time stated. In that case your holiday could be forfeit without compensation. We would draw your attention to the terms and conditions of our insurance policy, which provide for cover if the reason for late reporting is outside your reasonable control.

8. Passports and Visa

It is your responsibility that you and all members of your party have the proper and full documentation to travel. Holders of British ten year passports currently do not need a visa to enter Canada or the USA. Simple paperwork provided by the airlines is sufficient to gain entry to either country. If you do not hold a ten-year British passport with "Right of Abode" stamped in the front, you must inform us on the booking form and it is your responsibility to obtain the appropriate entry paperwork. For other countries please ask our sales staff. No liability can be accepted should you fail to clarify the entry requirements and obtain the correct paperwork, including visas if necessary.

9. Names

Under new security arrangements your full first names, as they appear in your passport, are required. It is your responsibility to check that we have taken your name down properly. Airlines are at liberty to deny boarding without recompense should this information be incorrectly recorded. We would therefore ask you to carefully check all your documentation including your final documents and tickets.

10. Insurance

High quality medical cover for both Canada the USA and World-Wide is very important. Most countries do not operate a National Health Service and it is therefore important that you are fully and properly insured. Insurance is therefore strongly recommended for all people booking through The Company. You are at liberty to choose whichever other insurance company you like, but we would draw your attention to the highly attractive terms and conditions of our own policy, particularly if you have children. In the event of you not purchasing our policy you must complete on the booking form the name of the insurer who will be providing your holiday cover. If you do not take our cover it is essential that you inform us of your insurer and policy number prior to departure. Failure to do so will prohibit us assisting properly in the event of any untoward event. We recommend that £2,000,000 medical and £2,000,000 public liability are the minimum standards you should accept for peace of mind, in particular for a North American holiday. We would draw your attention to the need to inform any insurer of pre-existing medical conditions. This applies equally to all members of the party, close relatives or any other person on whom the trip may depend.

11. If you have a problem whilst you are away

In the unlikely event of anything untoward happening whilst you are away you should follow the procedures listed below:

(1) Contact your hotelier, car hire company or service provider, or tour manager if an escorted tour, and attempt to resolve the problem locally.

(2) If the problem cannot be resolved locally you should immediately contact our 24 hour a day number, 01509 618800, leaving us a return telephone number and the nature of your problem. We will ring you back within 12 hours and attempt to sort out the problem. We regret that if we are not informed of the problem whilst you are away we cannot accept liability as we have not had an opportunity to rectify the problem. We believe it is not entirely reasonable to expect us to accept liability for a problem that we were not aware of. If the above procedures have been followed and you are still not satisfied with the outcome, we subscribe to the ABTA Arbitration Scheme, which is a simple, effective and low cost scheme for both parties to ensure that each side has a fair hearing. Details of the scheme will be supplied upon request and the outcome of the arbitration independently adjudicated by the Chartered Institute of Arbitrators is binding on both parties. The scheme is currently limited to claims of a maximum of £1500.00 per person or £7500.00 per booking. We believe that it provides both parties with a full and proper hearing.

If you cancel your booking with us the following cancellation charges apply:

12. Unused Services

We regret that refunds cannot be made for any unused services. We draw your attention to the insurance cover provided that may in certain circumstances meet your liabilities in this area.

13. Errors and Omissions in the printing of the brochure & publicity material

Our brochures are complicated documents. Regrettably there may be some errors and omissions in the brochure and these could include wrong pricing. It is our responsibility to point these out to you prior to you making a booking. If we accept a booking without notifying you of any increases or errors we accept the liability for performing those services at the rate contracted. Every effort is made to ensure that descriptions are accurate at the time of printing. From time to time improvements and maintenance mean that certain facilities may be withdrawn for limited periods. Where longer-term changes take place we will inform you and offer the option to change the element without amendment fees.

14. Charter Flights

We feel we should draw to your attention to the fact that charter flights are more prone to flight changes than those operated by schedule carriers, both in terms of days of operation and timings. Charter flights offer excellent value for money, however in order to offer this good value the charter companies need to maintain high load factors to ensure that they operate at a profit. This can cause them to consolidate flights, particularly at the beginning and the end of the season. For this reason we normally recommend that two days are spent in the town of arrival to allow for any unforeseen flight schedule changes. Your travel consultant will be pleased to discuss this matter with you.

15. Airport Taxes & other taxes

Unless otherwise stated our prices include all taxes known at the time of printing. Unfortunately governments worldwide increase or add tax without prior notice. We reserve the right to pass these charges on to you. This includes the right to pass on tax increases after final invoice. Note: some airports have imposed Airport Improvement Fees that are paid locally. We will advise you of any known charges at the time of booking.

16. Force Majeure

Uni-Travel Limited will not be responsible for nor will pay any compensation for changes to, or cancellation of, your arrangements, which arise as a result of situations outside our reasonable control "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service could not, even with all due care, have foreseen or avoided.

17. Brochure pricing

Our brochure prices are calculated using the appropriate currency as quoted in the Financial Times on 29 September in the year prior to the date of the brochure.

18. Our Price Guarantee for Individual Bookings Only

(1) We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease brochure prices or to change any of the information contained in this brochure. Changes will be made known to you before you book.

(2) Inclusive travel arrangements and tours. Where we are making all your travel arrangements: flights, cars, hotels, ground transportation, etc. we guarantee no surcharges once we have received your deposit and on condition that we receive your full balance by the due date printed on the bottom of your confirmation invoice. Other than Fuel surcharges as set out in (4) below.

(3) Where we undertake only a proportion of your holiday arrangements, e.g. flight only, hotels only, car only, etc. we guarantee no surcharges once the payment has been made in full. In the unlikely event of a price increase we will use our best endeavours to inform you of this prior to any affected increase and give you the opportunity to pay the account in full to save any increases.

(4) Fuel surcharges. In the current volatile situation with regard to world fuel prices and the practice of airlines to levy fuel surcharges, our policy in this respect is as follows:

(a) Prices are quoted inclusive of current governmental taxes, but excluding fuel surcharges.

(b) We reserve the right to levy fuel surcharges at the time of ticketing, which we should point out may be after your balance has been paid.

(c) You have the right at any time to pay for your air tickets. We will quote you the current fuel surcharge and guarantee that if we receive payment for that portion of your booking within 7 days of our quotation, no further surcharges will be levied.

We would also refer you to a full explanatory letter with regard to fuel surcharges that is included with both your quotation and your confirmation invoice.

19. Data Protection

In the process of your booking we collect certain information, which includes but is not limited to such things as passport numbers. In order that your travel arrangements run smoothly and meet your requirements it is necessary for some of this information to be passed onto third parties. As a company we do all in our power to ensure full and proper security measures are in place to protect your information. Without passing on such information your journey may not be satisfactorily completed. Whilst we take every effort to ensure that our travel partners, airlines, hotels, transport companies, etc fully comply with the EC regulations on data protection, we can take no responsibility for their actions. Additionally when your travel takes you outside the European Economic area there is not as strong a legal requirement as there is in this country. Information such as disability, a dietary or religious requirement has to be passed on to suppliers to ensure your booking is satisfactorily completed. Current law requires it from time to time, or possibly by law as yet to be brought in to pass on to governments certain information in connection with counter terrorism activities. By placing your booking with us you accept and consent to us so doing. We also guarantee that any information held on our database is not sold or disseminated to any third party and is used solely in marketing activities by ourselves or members of the same travel group.

All clients have reasonable right of access to view information and held on our database about themselves. To help organise access we require 14 days written notice in writing and we would then be pleased to show you all information held on our computers with regard to yourselves. We also undertake to immediately alter any information that is demonstrably wrong.

Booking conditions which refer specifically to our own brand escorted tours

20. Booking Conditions which refer specifically to Escorted Tours

(a) Every effort will be made to operate the tours as advertised, but the Company reserves the right at its discretion to alter any accommodation or arrangements, including flights and departure dates at any time up to 2 weeks before departure. In particular the tours are based on group airfares, ferry bookings and hotel arrangements and can only be provided at the advertised price if a satisfactory number of bookings are made. In the case of any material modification or of cancellation the company will, if possible, offer alternative arrangements. Every effort will be made to replace on a like for like basis any changes enforced on us. In the event of us having to offer a lower category of accommodation, appropriate refund will be made.

(b) The Company will not materially modify or cancel tours within 2 weeks of the date of departure unless compelled to do so because of circumstances beyond its reasonable control.

(c) The Company does not control the day-to-day management of the hotels and it is possible that shortly before departure or on arrival at the overseas resort the Company may be advised that the accommodation reserved is not available. In those circumstances the Company will use its best endeavour to provide alternative accommodation in the same area. The policy in such cases is to provide an hotel of similar or higher classification at no extra cost or, if this is unavailable, a lower classification of hotel and the Company will refund the difference.

(d) The prices shown are based on known costs and exchange rates as per our booking conditions. Surcharges will be levied in the event of any increases. However, increases will be kept to a minimum and the Company guarantees that no surcharges will exceed 10% of the price advertised.

(e) Any flights forming part of the tour arrangements will be subject to the conditions on the tickets issued by, or on behalf of, the carrying airline, which in most cases limit the airline's liability to the customer in accordance with International Law.

(f) The Company is only liable for any loss or damage or delay to baggage caused directly by its negligence. Valuable items taken on tour are at all times the customer's responsibility and should be insured separately.

(g) In the event of any dissatisfaction with the accommodation or any other service provided by the Company the matter must be reported immediately to the tour representative or leader so that action can be taken to remedy the problem. If the report is deemed serious then a complaint form should be requested and completed. The company representative should sign this form and you should retain your copy. This form must be returned to the company within 30 days of return of the tour to the UK. Unless the Company is given such notice it can accept no responsibility.

(h) We guarantee no surcharges once we have received your deposit and on condition that we receive your full balance by the due date printed on the bottom of your confirmation Invoice. Other than fuel surcharges as set out in paragraph 18 (4).