

## 1. Your reservation

All bookings for holiday/pilgrimages with **Anthony R Coles** (18 Maresfield Gardens, London NW3 5SX - Tel: 020 7431 3414 / Fax: 020 7794 7803) are made with *Aviaggi Limited* who have provided travel and related support services for **Anthony R Coles** since 1991. Your signature or that of your group organiser, on the booking form will be taken as your and your group's acceptance of these booking conditions. In these conditions, reference to 'you' means all persons named on the booking (including any individuals who are substituted or added at a later stage). Reference to 'we' are references to *Aviaggi Limited*.

## 2. Booking

A non-refundable deposit (amount as stipulated on the booking form) must be paid on making your booking. The signed booking form together with your payment must be sent to **Anthony R Coles** or to your group organiser. Once we have accepted your booking and issued a confirmation a binding contract between ourselves and the person making the booking will come into existence. We reserve the right to refuse a booking without giving any reasons. **It is a requirement that you obtain adequate travel insurance for your holiday/pilgrimage.**

## 3. Payment of the balance

The balance must be paid not later than 8 weeks before departure. If the balance is not received by us in time, we shall be entitled to cancel the booking, and retain your deposit. For bookings made within 8 weeks of departure full payment will be due immediately.

## 4. Payment by Credit /Debit Card

We accept payments by credit card, however due to the high commission charges involved, an additional 3% charge will be added. Debit cards attract a £3 charge.

## 5. Programme alteration by you

We will do our best to meet your requests to change the details of your booking which we have confirmed. If this would involve a major alteration to the confirmed arrangements such as a change in departure date or accommodation we may be liable for cancellation charges on your behalf and because of this we must reserve the right to pass any such charges onto you. Any alterations to confirmed bookings of any participants travelling with the group or deviating from the basic travel arrangements of the main group will be subject to an amendment fee of £25 per person for each amendment to the booking.

## 6. Cancellation by you

(a) All cancellations must be received by **Anthony R Coles** or by us in writing and the effective date of cancellation is the day such notice is received. On receipt of such notice the following scale of cancellation charges will be applied to the full cost.

56 days or more before departure	Deposit
56-29 days before departure	60%
28-15 days before departure	80%
14 days before departure or less	100%

(b) If a substitute is accepted by us the deposit may be transferred. We reserve the right to decline substitutions at all times.

(c) Cancellation charges of 100% will apply on airline tickets if you have to cancel or amend your booking once tickets are issued. Tickets are usually non-transferable, valid only for the flights designated and cannot be changed after issue.

(d) If group size is reduced by cancellations affecting the minimum size of the group, the tour price, any concessions and/or programme arrangements will be adjusted to reflect the new group size.

(e) If the whole tour is cancelled by the group organiser, we will normally retain all deposits

## 7. Cancellation or changes made by us

Your tour arrangements are planned many months in advance and though it is unlikely that we will have to make changes to confirmed arrangements, occasionally for reasons beyond our control or because of reduced group size some changes may be inevitable. Accordingly we reserve the right at our absolute discretion to alter itineraries, programmes, flights, hotels or to cancel the whole tour should the number of participants fall below the required minimum. Additionally, if your tour organiser/group leader is for whatever reason unable to travel with your group we reserve the right to provide a replacement of similar professional expertise or a local professional guide. Most of these changes will usually be minor changes and we will advise you or your group organiser at the earliest possible date.

**Significant changes** before departure are those which will involve changing your outbound airport (except between

London airports), resort area, time of departure or return by more than 12 hours, a lower standard of accommodation or a significant change to the original itinerary. All other changes will be treated as minor changes.

If a significant change becomes necessary we will inform you or your group organiser as soon as reasonably possible if there is time before departure and we will offer you the choice of accepting the revised arrangements or cancelling your booking and receive a prompt and full refund of all monies paid to us (within 14 days). In addition we will pay you compensation in accordance with the following scale:

Period before a significant change or cancellation Compensation per person is notified to you or your Group Organiser

More than 56 days	: Nil
29-56 days	: £20
15-28 days	: £35
0 -14 days	: £50

Please note our liabilities in respect of significant changes are in all cases limited to offering you the above choices and, where applicable, the above compensation payments. We regret we cannot meet any expenses or losses you suffer as a result of any change. No compensation is payable for minor changes and do not entitle you to cancel or amend your arrangements. Please note, a flight delay does not constitute a change to confirmed travel arrangements and compensation payments are not payable for flight delays.

**Important note:** We regret we cannot accept liability or pay any compensation if we are forced to cancel or in any way change your travel arrangements due to war, riot, civil strife, strikes or other industrial dispute, terrorist activity, natural or nuclear disaster, technical problems to transport, flight delays, government action, fire, adverse weather conditions, closure of airports or ports or any other cause beyond our control or other circumstances amounting to force majeure.

## 8. Our price guarantee

We guarantee that once you have paid your deposit, the cost of your booking will not be subject to any fuel and currency surcharges but we reserve the right to increase the package price in the event of reduction in group size, the addition of new taxes such as VAT or airport taxes and additional passengers protection levy which may be introduced in the future.

## 9. Our liability to you

(a) We accept responsibility for ensuring that the travel services which you book with us are supplied as agreed in our proposals and that services offered reach a reasonable standard. We make all reasonable efforts to ensure that the travel services we offer are properly arranged and that organisations, services and accommodation used are reputable. We have, of course, no direct control over the provision of services to you by our suppliers but we have taken all reasonable precautions to ensure that all our suppliers of the services that are contracted to be provided do in all respects comply with the applicable safety laws and regulations of the country where they are provided.

Subject to these booking conditions, if any part of our services is not provided as promised, we will pay you appropriate compensation if we agree that this has affected the enjoyment of your tour.

(b) We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (provided they were at the time carrying out work authorised by us) except where they lead to death, injury or illness. Our maximum liability in all cases shall be limited to twice the value of the price paid (excluding insurance premiums and amendment changes) by the person(s) affected in total.

(c) We accept responsibility should you or any members of your group suffer death, personal injury or illness as a result of any failures to perform or improper performance or any part of our contract with you by any of our employees, agents, suppliers or subcontractors (provided they were at the time carrying out work authorised by us) except where the failure to perform or improper performance was due to:

- your own acts and/or omissions or
- those of any group not connected with the provision of our services and which were unforeseeable or unavoidable or
- (iii) an event which either ourselves or the supplier of the services(s) in question could not have foreseen or avoided even with all due care.

Where any payment is made to you or any member of your group by us in any of the circumstances referred to in this paragraph, that person must assign to ourselves or our insurers any rights they may have to pursue any third party. That person must further agree to fully cooperate should we or our insurers wish to enforce those rights.

(d) In respect of carriage by air, sea, rail and road and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

(e) Should you or any member of your group suffer illness, personal injury or death through misadventures a result of activity which does not form part of your foreign inclusive travel arrangements nor part of any excursion sold through us, we shall endeavour to provide reasonable assistance. This assistance may, subject to our approval and our reasonable discretion, include financial assistance with legal expenses to enable the person concerned to take proceedings against the third party responsible provided such assistance is requested within 90 days of the date of misadventure. All assistance is provided subject to a maximum total cost to ourselves of £5,000 per booking form. In addition if the person concerned is successful in obtaining a costs order against any third party or is able to claim under any insurance policy they may have, we shall be entitled to recoup from that person the costs actually incurred by us.

## 10. Complaints and Arbitration

If you or any group member have a problem during your holiday, it is a legal requirement that you inform the relevant supplier (e.g. hotel) and our local representative or local agent as soon as possible who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must obtain written confirmation from the supplier or our local representative of the complaint lodged. You must follow this up within 28 days of the end of your holiday by writing to *Aviaggi Limited* at our head office giving full details of your complaint. It is therefore a condition of this contract that you communicate any problems to the supplier of the service in question and our local representative or agent whilst in resort. If you fail to follow this simple procedure we cannot accept liability in respect to any claim. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract that cannot be amicably settled, may (if you wish) be referred to Arbitration under a special scheme, which, though devised by arrangements with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme, details of which can be supplied by ABTA 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 £1,500 per person or £7,500 per booking form. Neither does it apply to claims that are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you elect to redress under this scheme, written notice requesting arbitration must be made within 9 months of the scheduled date of return from the tour.

## 11. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

## 12. Your financial security

(i) *Aviaggi Limited* is licensed as Air Travel Organisers by the Civil Aviation Authority ATOL No 2723. When you buy an ATOL protected flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation and/or 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. We will provide you with the services listed on the ATOL Certificate (or on your confirmation). In some cases, where we aren't 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 to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible 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). For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

ii) We are also a full member of the Association of British Travel Agents which means that we have lodged a bond or other security to protect your holiday.

**Aviaggi Ltd, 75 Bryan Avenue, London NW10 2AS**

**Tel: 0871 288 7416**

**ATOL 2723 - IATA - ABTA V3830**