

# BOOKING CONDITIONS

Susie Freeman Travel is a fully bonded licensed tour operator with the Civil Aviation Authority (ATOL 6305).  
Any money paid by you to us is immediately secured.

## PRICE GUARANTEE

The price of your holiday is guaranteed once it is paid in full. This will be shown on your confirmation invoice and thereafter will not be subject to any surcharges. We reserve the right to change our brochure prices and offers at any time and these will be advised to you at the time of booking.

## TRAVEL INSURANCE

When booking your holiday with us and to safeguard your interests we strongly recommend you purchase comprehensive travel insurance. New regulations brought in by the FSA mean that we can no longer issue Travel Insurance for you however; we will require details of your policy when you book.

## CHANGING YOUR BOOKING

If you wish to alter your booking once it has been confirmed by us, it must be done in writing and signed by the person who made the original booking. We shall try to satisfy your requirements and will make an administration charge not exceeding £40 per person (plus any additional holiday costs). Any changes made by you within 56 days of departure will be treated as a cancellation and will incur cancellation charges set out below.

## CANCELLING YOUR BOOKING

If you wish to cancel a booking once we have confirmed it, this must be done so in writing and signed by the person who made the original booking. Such cancellation will only be effective when we receive the advice in writing. You will incur cancellation charges according to the following scale:

<i>No. of days before departure</i>	<i>Cancellation charges</i>
More than 56 days	Deposit
29 - 56 days	45%
15 - 28 days	75%
1 - 14 days	100%

Insurance premiums will not be refundable, however if the reason for cancellation is covered under the terms of an insurance policy you may be able to reclaim these charges.

## ALTERATIONS BY US

The holidays and activities featured in our brochure are planned months in advance and may be subject to change for reasons beyond our control. Therefore we reserve the right to change your holiday at any time. Some changes may be minor in nature and should not affect the overall enjoyment of your holiday. Where a change is more significant we will endeavour to advise you of such change either at the time of booking or as soon as possible provided there is time before departure. If a major change becomes necessary we will advise you as soon as reasonably possible and give you the options of:

- Accepting the changed arrangement or
- Transferring to another holiday from us or
- Cancelling your holiday with a full refund.

We will also pay compensation on a scale set out below to passengers who have paid the full brochure price.

<i>Period before scheduled departure involving a major change</i>	<i>Compensation per full fare paying passenger</i>
More than 42 days	Nil
29 - 42 days	£30
7 - 28 days	£40
Less than 7 days	£50

A major change is considered to be a change of airport, a change of accommodation to a lower quality or price, a change of departure time or return by more than 12 hours.

## DELAYS AND UNUSED SERVICES

We will not be held responsible for any extra costs incurred by you in the event of travel delays prior to departure or during the course of your holiday, irrespective of circumstances foreseen or unforeseen. No refunds or credits will be given for any unused services that are included in your holiday price, nor any costs which relate to mislaid, lost or damaged travel documentation.

## CANCELLATION BY US

We reserve the right to cancel your holiday. If we do so we will make a full refund of all monies paid to us or offer an alternative, comparable holiday. This does not apply where we cancel because of non-payment or late payment by you (or where you request alterations within 8 weeks of departure) when cancellation charges will apply. We will not cancel your holiday within 8 weeks of departure other than for reasons of force majeure (see Important Note) Please note that we will not be liable for any consequential loss.

## OUR RESPONSIBILITIES

We have taken all reasonable steps to ensure that the holidays and other services offered by ourselves are reputable and of reasonable standard. We accept responsibility for the quality of all services provided through us. We will pay appropriate compensation if any service is not provided to a satisfactory standard so as to affect the enjoyment of your holiday.

## LIABILITY

We accept responsibility for any proven negligent acts and/or omissions under English Law for any personal injury including illness or death caused by our employees, agents suppliers and sub-contractors while acting within the scope of their employment in the provision of your holiday. This excludes air, sea and rail transportation involving domestic, internal or international journeys where our liability will be limited in the manner provided by the relevant International Convention. Claims for personal injury must be made to us within 90 days of the incident, and should we make a payment to you we reserve the right to claim any compensation from the persons or suppliers responsible. By signing the Booking Form all those booking the holiday thereby agree to assign to us any rights against any such persons or suppliers relating to the claim. You also agree to co-operate fully with us should we or our insurers wish to enforce those rights assigned to us or to which we are subrogated.

## GENERAL ASSISTANCE

At our discretion we shall provide general assistance and advice to clients making a claim (against a third party) who suffers personal injury, death or illness while on holiday from an activity which does not form part of your holiday arrangement. You must notify us within 90 days of the incident. Our assistance, which may include legal expenses, is limited to a maximum cost of £5,000 per booking form. If you are successful in a claim made against the third party and/or indemnity insurance policy then you must pay us the cost we incurred in assisting you. When you book travel through us with an air or sea carrier you accept their conditions of carriage, some of which may limit or exclude liability. These conditions are often the subject of international agreements between countries and our liability will not exceed any limitations applicable under International Convention.

## IF YOU HAVE A PROBLEM

If you encounter a problem while on holiday you must bring it to the attention of our local representative and hotel management or supplier as soon as possible. This gives us the best opportunity to resolve your complaint there and then. It is unreasonable to take little or no action while on holiday and complain on your return. If the problem cannot be resolved and you wish to pursue the matter you must make your complaint to us in writing within 28 days of your return quoting your holiday booking reference.

# BOOKING CONDITIONS (CONT.)

## COMPLAINTS

We will endeavour to resolve complaints amicably. If this is not possible you may refer the matter to the independent arbitration of the Chartered Institute of Arbitrators, which administers a special scheme for the travel industry.

The scheme is inexpensive and conducted by written representations from the parties. The limits of claim are £1,500 per person and £7,500 per booking form. It does not apply to claims, which are solely, or mainly to deal with physical injury or illness or their consequences. An application for arbitration must be made within 9 months of the date of return from holiday.

## IMPORTANT NOTE

Compensation payment does not apply to changes caused by force majeure (war, threat of war, riots, civil strife, terrorist activity, strikes or other industrial disputes, natural or nuclear disasters, fire, quarantine, epidemics, weather conditions, government action, technical problems with transportation, changes of schedules or operational decisions by airlines, closure or congestion of airports or such other events beyond our control).

## YOUR RESPONSIBILITY

It is your responsibility to ensure that passports, visas, vaccination certificates and other necessary documents are in order.

## CONTRACT

When you book your holiday with Susie Freeman Travel you are entering into a binding agreement. The booking conditions and any important information, insurance terms and price list form part of the agreement. Your agreement with us is made on these terms and is governed by English Law and the jurisdiction of the English Courts. Our contract shall be deemed to have been made at the offices of Susie Freeman Travel.

## YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## HOW TO BOOK

Complete and send the signed booking form to us with the deposit as per the invoice, along with details of your Travel Insurance. If you are booking within 8 weeks of departure full payment should accompany your booking. (Deposits are not required for infants under 2 years on date of departure). The person who signs the booking form does so on behalf of all those named and all are subject to these conditions. On receipt of your Booking Form and deposit/full payment we will send you within 7 days a confirmation invoice verifying your holiday and payment details. It is then that a binding contract exists between us. The invoice will show any outstanding balance and due date for payment. The balance due must be paid to us no later than 8 weeks before departure. If you do not pay the balance by the due date we reserve the right to treat the booking as cancelled and cancellation charges will apply. All holidays and offers are subject to availability at the time of booking. Air travel tickets, holiday accommodation vouchers and any other documents will be sent to you about 2 weeks in advance of departure.