

# Terms & Conditions

The following Booking Conditions together with the "Holiday Information" and all other details contained in this brochure or on our website form the basis of your contract with Discovery Collection Limited. You are, therefore, advised to read the following carefully.

## Reservation & confirmation

All holidays and offers advertised in our brochure and on our web site are subject to availability. At the time of confirming your booking we will provide you a booking reference. If you purchase our travel insurance, the cost of the insurance is required to be paid in full at the time of booking. Upon receipt of deposit, we will prepare and issue a confirmation invoice. We strongly advise you to check all details including the spelling of names on your invoice and inform us immediately. Amendment fees will be levied for any changes made to the passenger names, so please ensure we are given the first and surnames as they appear on the passports. Full cancellation charges may apply to airline tickets if they have already been issued. This particularly applies to low cost airlines and charter flights where the flight has been paid for in full at the time of booking.

## Our Invoice

Your confirmation invoice will show the details of your booking, paid amounts and, where applicable, the date when the balance of the payment is due. Please note that we do not always send out reminders for the balance payment therefore it is important to ensure your payment is made on time. There is a late payment fee of £30 per person.

We reserve the right to cancel bookings where balances are still outstanding within ten weeks of departure. This will be treated as cancellation by you and relevant charges will apply. Unless specifically requested, we do not issue a receipt for deposit payments. This will be shown on your confirmation invoice which will be sent to you no later than 7 days from receipt of the deposit.

## Deposit

At the time of booking you must pay £100 deposit per person. There is no deposit requirement for infants unless they occupy an aircraft seat. This is the only payment required until ten weeks before departure except in the case of bookings made with low cost airlines or charter flight companies or if your departure is within ten weeks, in which case full payment will be required.

Due to recent changes in most airlines' rules we are now required to issue tickets at the time of making your reservation, therefore we will ask you to pay an increased deposit to cover the cost of your flights in addition to the £100 per person deposit. The exact amount will be quoted to you at the time of booking and this payment will be non-refundable. Airline flights will be exempt from our standard terms and conditions.

To avoid losses on flight tickets in case of cancellations, you must have travel insurance in place to protect you. Special supplements i.e. upgrade on an aircraft seat, connecting flights etc. are payable at the time of booking and in the case of cancellation by you will not be refunded.

## Flight supplements

The cost of flights included in the price of your holiday is based on the expected costs at the time of going to press. However, please note that supplements may apply depending on the route, the date, the airline, the available class and the general availability at the time of booking. Supplements will always be confirmed to you before we book the flights.

## Change of flight times

Our brochures are compiled many months before airline schedules are finalised, and the flight timings shown are correct at the time of going to print. However, all airlines reserve the right to amend their flying schedules prior to departure. We will always advise you of any significant changes as soon as the airline notifies us. The most up to date times will always be shown on your itinerary, sent out with your tickets at least two weeks prior to departure.

## Behavior of clients

The Company reserve the right in its absolute discretion to terminate without notice the holiday arrangements of any client whose behaviour is such that it is likely in the absolute discretion of the Company to cause distress, damage, annoyance or danger to any third party. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## Your commitment to us

Your contract with us and all matters arising out of it are governed by English Law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract will be dealt with under the arbitration scheme referred to in the clause "Complaints about your holiday" or alternatively by courts of England & Wales.

## Force Majeure

Compensation will not be payable if we are forced to cancel, or in any way change, your arrangements due to war, threat of war, industrial dispute, riots, civil strife, political unrest industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions, epidemics, theft, quarantine, medical or customs regulations, technical and administrative problems with transport, closure of airports, breakdown with machinery and equipment, water shortages or other unusual and unforeseeable circumstances beyond our control which could not have been avoided.

## Changes to your Holiday\*

If you wish to change your booking to another holiday that we operate, or amend details including dates and name changes you may do so at a fee. The fees for alterations are: • Name change - £50 per person if made no later than 10 weeks before departure plus airline charges - including full airfare where applicable.

- Date change - £50 per booking admin fee plus the holiday difference if applicable this is in addition to the airline charges in some cases full airfare as most tickets are non refundable and non-changeable once they are issued.
- No change is allowed within 10 weeks of departure and our cancellation terms would apply to all changes.
- All other changes will be treated as cancellation and re-booking.
- All changes must be made in writing and charges paid in full at the time of changes made to the booking.
- For changes required while you are on holiday due to circumstances

occurred outside of your control such as, death, illness accident, witness summons or similar, we will do our utmost to help you to get you back to UK, but no guarantees can be given. All applicable charges will have to be made with a credit card or cash locally or via our offices in UK.

## Cancelling your holiday \*

Should you or member of your party, be forced to cancel, you must write and advise us immediately. We will not accept verbal cancellations. A cancellation is not effective until a copy of this letter is received by us. To cover our estimated loss caused by the cancellation as we may be unable to resell your holiday or if we can it may not be at full sale price, we must make a charge which is payable by you. The following is our scale of charges Period before amount of cancellation charge departure within per person cancelling expressed which written as % of total excluding cancellation is amendments charges received by us & insurance premiums More than 70 days £100 (deposit) plus airfare if ticketed before cancellation 42 – 69 days 50% plus air fare if ticketed 22 – 41 days 80% plus air fare if ticketed 1 – 21 days 100%.

## Names of the passengers travelling

The name shown on a ticket must exactly match the name of the passenger travelling, as it appears in his/her passport first full name and surname). If not, you may be refused boarding and have to purchase a new ticket for your journey, so please ensure that you give us the correct names of all passengers at the time of booking. Once flights have been booked, it is not usually possible to make changes without incurring charges, sometimes the full price of a new ticket. If there are any errors on your invoice or your flight tickets, please inform us immediately.

## Prices and price guarantee

It is possible that some of the prices contained in this brochure may have changed since the brochure was printed. You will be informed of any relevant price changes at the time of booking. At the time of going to print, the exchange rate used to calculate the costs in this brochure were EURO1.1 and \$0.64 to £1. We reserve the right to surcharge your holiday if these rate change significantly or if there are any surcharges resulting from government action, increase on airport taxes, aircraft fuel or airport charges. In the event of surcharges being applied, we have no option but to pass on any extra charges. If surcharges are more than 15% on the holiday price, you will be entitled to cancel your holiday with full refund of all the money paid to us except for any premium paid for the holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Should there be an obviously incorrect price shown we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice. No surcharge will be applied within 30 days of your departure.

## Holiday Insurance

It is required that you have a valid travel insurance at the time of travel otherwise you may be refused boarding. You can find two very reputable companies link on our website [www.thediscoverycollection.com](http://www.thediscoverycollection.com) for a competitive quote. Please note written notification of your cancelling of the holiday must be provided to us immediately the circumstances giving rise to a claim occur. Failure to do so may prejudice your entitlement to claim the full charges made.

## Late Bookings

Bookings made within 70 days of departure are deemed as late bookings. Full payment will be required immediately and once this has been received by us the relevant booking conditions will apply.

## Accommodation Only Bookings

Please note that any difficulties you may experience concerning parts of the holiday which you did not book with us are entirely your own responsibility. In case of flight change or cancellation we will do our utmost to help by re-arranging accommodation where possible but unfortunately charges will apply where necessary. If you wish us to book your flights on the internet for you, we will do that at a cost of £20 admin fee per person. The booking will be made for you on your behalf with your own credit card and you will have full responsibility for this booking. If we book flights and other extras on your behalf you agree to accept the supplier's terms and conditions, which will be sent to you along with booking details upon confirmation. For accommodation only bookings the full amount is required at the time of booking and standard cancellation charges will apply as per the above.

## Our Liability to you

a) We promise to make sure that all parts of the holiday we have arranged as part of our contract are provided to a reasonable standard and in accordance with that contract. We will accept responsibility for what our employees, agents and suppliers do or do not do providing that they were at the time of carrying out work authorised by us except where death, personal injury or illness results.

b) If any part of your holiday is not provided as advertised and to a reasonable standard, we will pay you appropriate compensation as long as you have taken all reasonable steps to notify our staff or the supplier locally and given us the opportunity to rectify the problem and mitigate your loss. This acceptance of responsibility is, however, subject to clause "force majeure" and the other terms on these Booking Conditions.

c) We cannot accept responsibility for death, injury or illness caused during your holiday unless it is proved this is due to negligence or omission of our employees, agents, suppliers or sub-contractors or air/sea carriers whilst carrying out the course of their duties on our behalf. All bookings are subject to Conditions of Carriage of the carrier used which are limited by international convention (e.g. Warsaw Convention as amended for international air travel, Athens Convention for international travel over water). For all claims which result from international carriage, compensation can only be paid in those situations where the carriers concerned would be obliged to pay compensation under the relevant international convention. We can supply you the copies of conditions which apply to your air travel on request. Our liability for any claim (excluding personal injury, illness and death) will be limited to twice the cost of your holiday, excluding insurance premiums and amendment charges. We have taken all reasonable and proper steps to ensure that the suppliers of the various services, which will be provided to you as part of your holiday, are safe and reputable businesses and that they comply with the local and national laws and regulations which apply to the service

they provide. Please note, it is the laws and regulations of the country in which the services are actually provided which apply to your holiday arrangements and not those of the UK. As a general rule, safety and other requirements and standards overseas will not be the same as in the UK and may often be lower.

Personal injury (connected with your holiday). If you or any member of your party suffers illness, injury or death and it is proved this is due to negligence or omission of our employees, agents or suppliers, you must tell us or the supplier involved about your illness or injury whilst you are in resort and write to us within three months of your return from holiday. Any complaints or claims will not be valid after this period.

Personal injury (not connected with your holiday arrangements). If you or any member of your party suffers illness, injury or death through misadventure as a result of an activity which does not form part of your contracted holiday arrangements we will provide you with all reasonable assistance. This assistance may include the provisions of translation services, communication with authorities and others in foreign resorts, the recommending of foreign lawyers but will not be able to make any financial contribution. Please refer to your travel insurance for cover content.

## Complaints about your holiday

We know that, in spite of every effort that we put in to make sure that you have a trouble free enjoyable holiday, from time to time things do go wrong. If you have a complaint you must inform our representatives or your hosts immediately. They will do their utmost to resolve the problem as soon as possible. In the unlikely event that a satisfactory solution is not found and you wish to bring the matter to our attention, please write to our Customer Relations Department in our head office in UK detailing in full the nature of the complaint, date of departure, lead passenger name with your enquiry reference within 28 days of your return. This will allow us to investigate your complaint efficiently and effectively. We are confident that we would be able to reach an amicable settlement, but in the unlikely event of it not being resolved, the dispute may, if you wish, be referred to arbitration, under a specific scheme. Alternatively you can go to your County Court or other suitable court. This contract is governed by English law and subject to the jurisdiction of English Courts.

## If we cancel or change your holiday

It is unlikely that we will have to make alterations to your holiday but, as we plan the arrangements many months in advance, we must reserve the right to make changes, or, in certain circumstances, cancel your holiday. Most changes are of a minor nature and we will advise you at the earliest possible date. Occasionally, we have to make "major change" unless for a reason of "Force Majeure" (see relevant clause). When we refer to a "major Change" in these booking conditions, we mean one or more of the following changes when made before departure.

- Cancellation of your holiday
- Change of accommodation to that of a lower official classification or standard
- Change of outward departure time or arrival more than 12 hours
- Change of UK departure point except London Airports (Gatwick, Heathrow, Stansted & Luton)
- Closure of advertised facilities in your hotel for the duration of your stay

If we have to make major change or cancel your holiday we will inform you as quickly as possible. If there is time to do so before departure, we will offer you the choice of the following options;

a) accepting the changed arrangements or

b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or c) cancel your holiday and send you full refund of all monies you have paid to us except insurance premium or amendment fees within 7 days. Please note that the above options are not available where any change made is a minor one.

## Compensation

If we have to make a major change 6 weeks or less before departure we will also pay you compensation, subject to exceptions outlined, as set out below:

<i>Period before departure within which a major change is notified to you</i>	<i>Compensation per person (excluding infants)</i>
More than 42 days	Nil
29 - 42 days	£10
28 - 15 days	£15
14 – 1 days	£20

## Exceptions

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care, (refer to Force Majeure). For children invoiced at a reduced rate, compensation will be paid on a pro-rata basis of the adult rate. In all cases, our liability for major changes is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret that we cannot pay any expenses, costs, or losses incurred by you as a result of any change. No compensation is payable for minor changes. No compensation is payable for infants unless they are occupying an aircraft seats where compensation will be calculated same as a reduced child fare. See British Airways Flights heading for exceptions on flights.

## Travel Documentation

It is your responsibility to have valid documentation, vaccination & visas. If we incur costs as a result of your holding improper or incorrect documentation, we will look to recover this from you.

## 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. Our ATOL number is 6084. For further information and the ATOL Certificate go to: [www.atol.org.uk/](http://www.atol.org.uk/) ATOLCertificate