



## **SUCCESS TOURS**

### **Booking Terms & Conditions (Retail)**

Glossary of terms used:

"Agent": the travel agent with whom you have booked your holiday with us.

"Customer", "you", "your": the customer booking their holiday with the Operator.

"Force Majeure": an unusual or unforeseeable event that is outside the control of the Operator.

"Operator", "us", "we": Success Tours Ltd., ATOL 5114.

"Suppliers": suppliers of the services provided to you during your holiday which may include (without limitation) airlines, tour operators, car hirers and accommodation providers.

Your holiday is operated by the Operator. The Operator accepts bookings subject to the following booking terms and conditions which apply to you and all other persons on whose behalf the booking is made:

1. *Your Agreement with the Operator:*

To secure a booking, we need a completed booking form and the necessary deposit. If the booking is made within 2 months of the date of travel, then we require full payment at the time of booking. We shall state in writing whether we accept your booking and a contract will be formed only once we have issued a confirmation invoice in accordance with these terms and conditions. We reserve the right to refuse any booking.

2. *How to Book:*

Fill in the booking form which must then be sent to us at Success Tours, Oak House, Epsom Square, White Horse Business Park, Trowbridge, Wiltshire BA14 0XG. The deposit must also be paid at the time of booking which can be paid by cheque, debit or credit card. Subject to availability, we will then issue a confirmation invoice at which stage a contract is formed and is binding upon you and us. Please check the confirmation invoice carefully and notify us immediately of any errors or omissions.

3. *Payment:*

a) If we do not receive the deposit in cleared funds with the booking form, the booking will not be accepted.

b) The balance is due on the date specified on your confirmation invoice, usually 2 months prior to departure. If the balance is not paid within this period, we will treat this booking as cancelled and the appropriate cancellation charges will apply.

c) All payments received by our Agents are held on behalf of the Operator.

4. *Price:*

a) Information on fares is only valid at the time given and will only be confirmed at the time of booking.

b) The prices quoted at the time of booking are based upon costs and known exchange rates at the time of brochure production. The holiday price is subject to surcharges on the following items: governmental action, aircraft fuel, overflying charges or other transportation costs, airport taxes and increases in scheduled airfares.

c) We will absorb an increase in the price equivalent to 2% of the holiday price, which excludes holiday insurance premiums and any amendment charges. If your holiday cost increases by more than 10% (excluding insurance premiums and any amendment charges) after your booking has been accepted but not less than 30 days before the departure date, we will notify you of this immediately. In these circumstances, you may be able to alter your booking, subject to availability or cancel your booking and obtain a full refund but you must let us know in writing that you wish to cancel within 14 days of receiving notification of the increase in the price.

5. *Alteration by Us:*

The arrangements for your holiday are often made many months in advance and it may sometimes be necessary to make reasonable amendments to your holiday arrangements. We would only do this in circumstances where we feel it is necessary and if a major change is made, we would at all times advise you or your Agent as far in advance as possible. When a major change is made, you may either accept the alteration, accept a substitute package, subject to availability, or cancel your booking altogether and claim a full refund provided we have written notification from you within 07

days of the date on which we notified you of the alteration. In the event that you decide to cancel the booking, we will pay the following compensation amounts on a per passenger basis. Payments relate to the amount of time prior to departure that the notification is received by you, or your Agent:

More than 45 days	Nil
29-44 days	£10
15-28 days	£15
08-14 days	£20
0 – 07 days	£25

Compensation will not be paid where the holiday has been cancelled because the minimum number of persons required has not been achieved or it is cancelled as a result of a Force Majeure event.

6. *Changes requested by you:*

- a) In the event that you wish to make changes to your booking, please contact us directly. We will make every effort to accommodate these changes but cannot guarantee that it will be possible.
- b) If you are unable to travel, it may be possible to transfer your booking to another person who satisfies the appropriate conditions provided that you give us notice in writing of your intention to transfer the booking at least 30 days before the date of departure.
- c) An administration charge may be made for any changes requested by you.

7. *Cancellation by You:*

If you wish to cancel your booking for any other reason other than as a result of additional costs being charged (clause 4) or alterations being made by us (clause 5) , you may do so subject to the following conditions:

- a) The person who signed the booking form must immediately notify us/your Agent in writing.
- b) Cancellation is effective from the date upon which we receive notice of cancellation. If we receive this up to 56 days before the departure date, your deposit will be forfeited. If we receive it after this, you will in addition be responsible for the following cancellation charges (as a percentage of the total price) based upon the time when we receive your cancellation:

All Holidays (except Cruising)		Cruising Holidays Only	
Prior to 49 days before departure	Deposit	56 or more days prior	Deposit
49-42 days before departure date	30% (or deposit if greater)	55-42 days prior	30%
41-29 days before departure date	60% (or deposit if greater)	41-28 days prior	50%
28-16 days before departure date	90%	27-14 days prior	70%
0 – 15 days before departure date	100%	0 – 13 days prior	100%

- c) In the event that you cancel part of your booking, you will be liable to cover the cost of any under occupancy supplements that may arise. Please note that no refunds will be made until after the completion of your tour.
- d) No refunds will be made for tickets or services which have been booked but have not been used or for insurance premiums incurred.
- e) Where a refund is permitted, this will be made by the same method of payment used to make the purchase except in the case of a cash sale which will be refunded by cheque or to an appropriate bank debit card. We will deduct any cancellation charges which are payable before crediting any refund to you.

8. *Cancellation by Us:*

Occasionally it may be preferable or advisable to cancel a holiday. This may be done where it is in your best interests or due to the minimum number of people required to run the tour not being achieved. However:

- a) We will not cancel your holiday after the date when payment of the balance is due unless it is necessary to do so as a result of a Force Majeure event or you are in default of the payment terms referred to in these terms and conditions.
- b) If we cancel your holiday at any time as a result of a Force Majeure event, we will inform you/your Agent as soon as possible and will offer you the choice of an alternative holiday of at least comparable standard or of lower quality and refund the difference or a prompt refund of all monies paid.
- c) If we cancel your holiday because you failed to pay the balance due, you will be liable for the cancellation charges as set out in clause 7.

9. *Health, Visa and Other Travel Requirements:*

- a) Although we will provide you with information about passport and visa requirements and information about any health formalities which are required for your journey and the stay, it is your

responsibility to ensure that all immigration requirements are met and that you have a full valid passport and visa (where applicable) for the full length of your holiday and satisfy any other requirements of the countries you are travelling to or through.

b) All costs arising out of your failure to fulfil any requirements must be met at your own expense.

c) Please note that, very occasionally, a last minute change may entail entering an additional country and you must ensure that you are able to satisfy any requirements of this additional country.

d) You are responsible for the safe keeping of your tickets. You must retain all tickets for the duration of your journey until the end of your return journey and produce these as requested.

e) We do not accept liability if you are unable to travel because you do not have the correct documents.

f) You must advise us at the time of booking if you have any existing medical conditions or disabilities or if any such conditions or disabilities are diagnosed before the departure date. We cannot accept liability for any loss or liability arising as a result of your failure to inform us of such a condition.

10. *Our Responsibility:*

a) We accept responsibility for those arrangements of your holiday which are wholly within our control and therefore accept liability for the negligence of our servants, agents or Suppliers.

b) We will take all reasonable steps to ensure that proper arrangements are made for all holidays and the Suppliers which you will enjoy during your holiday are efficient and reputable.

c) We accept liability for the proven negligent acts and/or omissions of our employees, agents, Suppliers and subcontractors whilst acting in relation to your holiday arrangements. We obviously have no direct control over the provision of these services to clients by these Suppliers, but subject to the "Important Note" below, we will pay you the appropriate damages in respect of any personal injury including illness or death caused by the proven negligent acts or omissions of our employees, Suppliers or sub-contractors who are engaged to provide any part of the arrangements for your holiday unless such injury, illness or death is not our fault or that of our Suppliers and it is attributable to i) you or a member of your party or ii) a third party who is not connected with the provision of services to you or iii) a Force Majeure event which was beyond our control and could not have been avoided or iv) an event that we could not have foreseen, even if we had exercised all due care.

d) Our liability in respect of carriage by air or sea is limited to the terms of the international conventions covering sea or air travel. Some of these conditions exclude or limit liability and are often the subject of international arrangements between countries.

e) We do not accept liability for any loss or liability incurred as a result of a Force Majeure event.

f) For all damage other than personal injury resulting from the poor or improper performance of your holiday, our liability will be limited to a maximum of twice the cost of your holiday.

g) We will make payments as stated above provided, i) you inform us of any claim for personal injury within 3 months of return from your holiday, ii) you assign to us any rights against a Supplier or any other person or party you may have relating to a claim and iii) you agree to cooperate fully with us should we or the insurers wish to enforce those rights which have been assigned to us. This assignment is to ensure that we can recover any money paid to you. We do not intend to profit from this assignment and should we recover more than the compensation and associated costs, any excess will be paid to you.

h) In addition to the services we contract to provide as detailed on the confirmation invoice, we may offer to provide an introduction to other services. These other services, which are not detailed on the confirmation invoice, do not form part of the service we are contracted to supply. In these circumstances, we will merely be acting as agent for you. You and the Supplier of the relevant service will be in contract together. We will act with all due diligence as your agent, but cannot accept liability for the provision of these services in any way.

i) If you are prevented from travelling because, in the opinion of any person in authority, you appear to be unfit to travel or likely to cause discomfort or disturbance to other guests, our responsibility for your holiday will immediately cease. We will not be responsible for any costs you may incur nor will we make any refunds to you.

j) *Important Note:* We cannot accept any loss or liability arising from a Force Majeure event.

11. *Claims & Complaints:*

a) If it materialises that a significant proportion of your holiday is not or cannot be provided after the date of departure, we will, wherever possible, make suitable alternative arrangements at no extra

cost to you and where appropriate, we will compensate you for the difference between the holiday to be supplied under the booking and that actually supplied.

b) Should you have a complaint for any reason whilst you are on holiday, please tell our Suppliers immediately so that they may do their best to remedy the situation during your holiday. If you are in difficulty and are unable to contact the Supplier, please contact us on the telephone number shown on your vouchers. Failure to complain at the time may affect your ability to claim from us. Any complaints should be submitted to us in writing within 28 days of returning from your holiday giving your booking reference and all other relevant information. Complaints outside of that period will not be accepted.

12. *Bonding:*

Your holiday by air is fully protected and bonded with the CAA under our ATOL licence. Your holiday by coach is fully protected by our client trust account (in accordance with the EC Package Travel Directive 1993) whereby all client payments are deposited and held until after completion of the tour.

13. *Flight/Ferry Timings & Delays:*

Flight/Ferry timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons which may have an impact on the ability of passengers to check in / board on time. Sometimes delays cannot be avoided. Because we do not operate any transport services ourselves, we cannot make any special arrangements for you. Such matters are in the sole discretion of the carrier concerned. As these delays and/or timings are outside of our control, we do not accept any liability for any loss or liability incurred by you in these circumstances.

14. *Insurance:*

It is a condition of booking with us that you take out appropriate travel insurance. We can offer fully comprehensive insurance at reasonable rates. If you do not purchase our insurance, you must arrange your own insurance of a comparable standard, covering at least medical expenses, injury, death, repatriation, curtailment and cancellation. If you do not take out appropriate travel insurance, we reserve the right to refuse travel to you. You must ensure that your insurer is aware of the type and location of travel to be undertaken.

15. *Jurisdiction:* This contract shall be governed and construed in accordance with the laws of England and Wales and the sole jurisdiction of the English Courts.