

# TERMS AND CONDITIONS

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

All holidays are advertised in our brochures and on our website are operated by Hayes & Jarvis (Travel) Limited trading as Hayes & Jarvis, registered number 509596 (hereinafter called 'the Company', 'we', 'us' or 'our'), a member of the Travelopia Group of Companies, of Origin One, 108 High Street, Crawley, West Sussex RH10 1BD, and are sold subject to the following conditions:

## Insurance:

Please Note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

## 1. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 1275, administered by the Civil Aviation Authority ('CAA'). 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 claim 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.

The price of your holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com).

If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply.

We are a Member of ABTA, membership number V1464. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

## 2. How to Book

To make a booking you can contact us in several ways; directly over the telephone, through an approved Travel Agent or by using our online form. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations. You will need to pay a deposit at the time of booking in the amount notified to you at the time of booking. You may also be required to pay for any non-transferable and non-refundable items such as special air fares, theatre tickets, attraction tickets or entry permits and any other applicable supplements due at the time of booking, for example, including without limitation "Accommodation Only", "Late Bookings" and "Weddings". Some airfares are booked at especially competitive rates to which airlines may attach severe restrictions. You may be asked to pay for these in full at the time of booking and they may be non-refundable in the event of cancellation. Details will be given at the time of booking. Please note that cheques require 5 working days to clear. Cheques that will not clear by the balance due date cannot be accepted. We only accept card payments from passengers travelling on the booking.

We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 69 days before departure for bookings made via an agent, or no later than 83 days before departure for bookings made directly with us. To pay your final balance, amend your booking or discuss any other aspect of your holiday booked directly with us, call our Customer Services team. When you book your holiday through an approved travel agent, all communication between you and us will be made through that agent, as such please contact your agent in the first instance, as no changes can be made to your booking unless they are done through your agent.

If you book less than 69 days before departure for bookings made via an agent, or less than 83 days before departure for bookings made directly with us, full payment (less any payment which must be paid locally) must be made on booking by credit or debit card. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit plus any other relevant charges. If you do not pay the local payment on the due date your booking will be cancelled (and we shall have no further liability to you) and cancellation charges will be levied as appropriate.

If we accept your booking, we will issue a Booking Confirmation and Invoice. A contract will exist between us from the date we issue the Booking Confirmation and Invoice or if you book within 7 days of departure the contract will exist when we accept your deposit payment. When you receive the Booking Confirmation and Invoice and your Departure Documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Confirmation Invoice, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) approximately 2 weeks before your departure, and will not be issued unless payment of the due balance has been received and any cheques have cleared. Bookings made 14 days or less before departure incur a £15 per person administration charge and tickets will not be sent out by post but will more than likely have to be collected at the airport on the day of departure. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the post. Departure Documents may be in paper or email form depending on your chosen holiday. If requested in the Departure Documents or locally provided holiday information, you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your tour price will not be considered to have been paid in full until the local payment has been made.

Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure.

We may transfer your booking to another company within our group, but this will have no effect on your holiday arrangements.

## 3. Prices, Surcharging, and Air Passenger Duty

All guide prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation and Invoice. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested. Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees and/or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full (Net Cost Charges). We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your holiday booking and receive a full refund, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £1.00 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

In all cases, we will only consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Dates and itineraries shown for tours are indicative only and subject to change. Air Passenger Duty "APD", which is payable by all passengers departing from UK airports, is included in the price of your holiday/flight ticket. Children under 16 are exempt when travelling in economy class.

The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

**4. Insurance**

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers.

You must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday. Furthermore, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

**5. If You Change or Cancel Your Holiday**

5.1 If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of £35 per change (ii) or wish to change to another holiday or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 69 days before departure for bookings made via an agent, or at least 83 days before departure for bookings made directly with us and you pay £35 per person to cover our administration costs.

5.2 In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 69 days of departure for bookings made via an agent, or within 83 days of departure for bookings made directly with us will be treated as a cancellation of the original booking and will be subject to cancellation charges.

5.3 Subject to section 5.4, where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you must notify us in writing at least 69 days before departure for bookings made via an agent, or at least 83 days before departure for bookings made directly with us and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your holiday booking ("transferee"); and
- c) the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and
- d) payment is made by you of an administrative charge of a minimum of £35 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses.

5.4 Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. If you miss a portion of your flight journey, some airline carriers and other transport providers treat this as a cancellation and may cancel the rest of your flights. It is your responsibility to check with the relevant airline to ensure the subsequent journeys have not been cancelled, as if this does happen, you may be charged again for the missed flight and any subsequent journeys. Accordingly you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket. Once airline tickets have been issued, all changes are likely to incur the cost of a new ticket.

5.5 When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recosted based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new confirmation invoice will be issued as appropriate on which the cancellation charge will be shown.

5.6 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking:

Period before departure when written notice of cancellation is received by us	* Cancellation charge as a % of total holiday cost (excluding any insurance premiums and any amendment fees already paid to us)
Bookings made via Agent	Direct Bookings
More than 69 days	More than 83 days
56-69 days (inclusive)	56-83 days (inclusive)
36-55 days (inclusive)	36-55 days (inclusive)
22-35 days (inclusive)	22-35 days (inclusive)
11-21 days (inclusive)	11-21 days (inclusive)
0-10 days (inclusive)	0-10 days (inclusive)
	Loss of deposit
	30%
	50%
	70%
	90%
	100%

\* Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets.

5.7 All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the Lead Name in writing and in English and delivered by hand or email [hjcustomer.services@hayesandjarvis.co.uk](mailto:hjcustomer.services@hayesandjarvis.co.uk). (please call also to ensure your email has been received) or sent by recorded delivery post to Hayes & Jarvis (Travel) Limited, The Atrium, London Road, Crawley, West Sussex, RH10 9SR.

**6. If We Change or Cancel Your Holiday**

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your holiday many months in advance and may occasionally have to cancel your holiday or make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and are subject to change. Your Booking Confirmation will show the latest planned timings. Your actual flight timings will be shown on your ticket (including any e-ticket itinerary) which you should check carefully as soon as you receive it. A change of carrier or type of aircraft will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination, a change in accommodation to that of a lower category; a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkestone ports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- accepting the change, or
- accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one, or
- cancelling your holiday, in which case you shall receive a full refund of all monies paid.

We may also have to cancel your travel arrangements. Operation of some holidays are dependent on a minimum number of persons booking the holiday. If that number is not achieved, we reserve the right to cancel the holiday. However we will not cancel your booking less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Where we make a major change to or cancel your holiday, except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, flight schedule changes, third party resort development, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change:

Period before departure when we notify you of a major change	Compensation payable per person*
Before balance due date	Nil
Between balance due date and 29 days (inclusive) before departure	£10.00
Between 28 and 15 days (inclusive) before departure	£20.00
Between 14 and 8 days (inclusive) before departure	£30.00
7 days or less before departure	£40.00

This standard compensation payment will not affect your statutory or other legal rights. \*We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare. Children using a free child place will not receive any standard compensation payment.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your Departure Documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics illness and any other similar events.

In the unlikely event that there are any changes made to other holiday arrangements, we will try to tell you before you go, although we are not obliged to do so, nor are we obliged to compensate you. If your booking for other holiday arrangement are cancelled we will do our utmost to ensure you receive a full and prompt refund of the price of these arrangements.

Tour, Safari and Excursions: Some are dependent on minimum numbers, others will operate with one booking. In the case of insufficient demand we reserve the right to consolidate or cancel. If this is required you will be offered a full refund. We will not make any such changes within 69 days (for agent bookings) and 83 days (for direct bookings) of departure. We reserve the right to make changes such as dates, itineraries (those shown are indicative only, are subject to change and may be affected by local conditions), accommodation, cruise ship, boat. Changes to that of a similar standard will not be considered a major change.

Should there be a discrepancy between the itinerary or additional information in the brochure or website and the Departure Documents, the latter information will be considered the most up-to-date and accurate.

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## 7. Our Liability, Conditions of Carriage and Limitations

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract, and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Hayes & Jarvis (Travel) Limited, Legal Department, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

Under EU law, European Community Regulation (EC) No. 261/2004, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your travel arrangement from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7240 6061 or at [www.caa.co.uk](http://www.caa.co.uk).

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your booking up to a total cost of £5,000, as long as the following conditions are met:

- (i) you must ask us for such assistance within 90 days of the misadventure;
- (ii) You must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
- (iii) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance.

We may operate holidays in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. The outline itineraries given for each holiday must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

## Orient Express Bookings

In making any bookings for any rail travel (including but not limited to travel by the Orient Express) then your contract also incorporates the train owner / carriers (collectively, the "Carrier") terms and conditions (the "Passenger Conditions of carriage") which shall govern the relationship, responsibilities and liabilities as between you, the passenger, and the Carrier. A copy of the Passenger Conditions of Carriage can be provided on request. By making your booking and accepting these terms you also agree to these Passenger Conditions of Carriage and accept the conditions therein, you agree that any dispute or claim that you raise with us will be subject to this Agreement and not the Passenger Conditions of Carriage and to the extent there is a conflict between this Agreement and the provisions of the Passenger Conditions of Carriage as they relate to you and us, this Agreement shall prevail and supersede the provisions of the Passenger Conditions of Carriage.

## **8. Air Carrier Liability for Passengers and their Baggage**

Flight notice, flight information and EU blacklist. This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community legislation or the Montreal Convention, and it does not form part of the contract between the air carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice. This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.

Compensation in the case of death or injury. There are no financial limits to the liability for passenger injury or death. For damages up to approximately 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments. If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays. In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage delays. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage. A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at [www.air-ban.europa.eu](http://www.air-ban.europa.eu). In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer if your booking includes flight(s). We do this by listing carriers to be used or likely to be used on the Flights information section of our FAQs at [www.hayesandjarvis.co.uk](http://www.hayesandjarvis.co.uk).

The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

## **9. Complaints**

If you have a complaint about your holiday whilst away, you must immediately notify our Service Representative and the relevant supplier of the service and contact us in the UK if further action is required by us. If you are not happy with their action taken in response please follow this up within 35 days of your return from holiday by writing to our Customer Relations Department at Hayes & Jarvis (Travel) Limited, The Atrium, London Road, Crawley, West Sussex, RH10 9SR or emailing us at [customer.relations@hayesandjarvis.co.uk](mailto:customer.relations@hayesandjarvis.co.uk), giving your booking reference and all relevant information.

We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can also offer you ABTA's scheme for the resolution of disputes, which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

## 10. Behaviour

On tours, safaris and excursions provided by us, it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the Company representative or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause danger, damage, distress or upset, disturbance or annoyance to others or others' property, or puts any other traveler or our staff or agents in the UK or in resort in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur. If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) the cost of diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

The accommodation we arrange for you must only be used by those people named on your Booking Confirmation or Departure Documents. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

We expressly reserve the right to prevent you from participating in the excursions we provide, whether pre-booked or purchased in resort, if in the reasonable opinion of our staff or those of the excursion provider, you are either unsuited to undertake the excursion, or if you appear to be under the influence of drugs or alcohol. In these circumstances your sole remedy against us will be to obtain a refund of the cost of that excursion.

For the purpose of this section, reference to "you" or "your" includes any person in your party.

## 11. Visa, Health, Passport, Travel Documentation

It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either: i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. The US authorities require passengers travelling under the Visa Waiver Programme to register for electronic travel authority on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the US. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <https://esta.cbp.dhs.gov> and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website [www.usembassy.org.uk](http://www.usembassy.org.uk). We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA, your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme.

There is a \$14 fee per person charge which is payable by credit or debit card when applying. As announced by the U.S. Customs and Border Protection, this fee will recover the costs incurred by the U.S. Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel promotion fee established by the Travel Promotion Act of 2009. This is subject to change. When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorisation before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorisation. An application for an electronic travel authorisation must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorisation is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorisation is cancelled, or (c) the day on which a new electronic travel authorisation is issued to the applicant.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit our Travel Aware page and the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country.

## 12. Privacy Policy

Hayes & Jarvis (Travel) Limited's is part of the Travelopia group of companies (<https://www.travelopia.com/>). Here at Hayes & Jarvis we understand the concerns about how data may be stored, sent and used by companies. We are committed to complying with all data protection laws and want you to feel confident in the measures we are taking to uphold your data privacy rights.

This quick guide provides a brief summary of our data practices but you can always find out more detailed information in our full privacy policy.

### WHAT INFORMATION MIGHT WE COLLECT FROM YOU?

The information we collect depends upon how you are interacting with us. For example, if you're making a booking with us, we are likely to ask for more information than if you're only requesting a brochure. Depending upon the circumstances, we might need to collect the following information from you: personal details such as name, address, e-mail address, date of birth, telephone number, payment details, details of identification documents, health details and travel preferences. For more details, please see our full privacy policy. Where we need to collect personal data by law or under the terms of a contract we have with you and you fail to provide that data when requested, we might not be able to provide you with your booking.

### WHEN DO WE SHARE YOUR PERSONAL DATA?

In order to provide you with your booking you have requested (such as holidays, flights or tickets to a sports event) we may need to share your personal information with third parties such as airlines, tour operators, transport companies, excursion providers, airport authorities, insurance companies, car hire companies, ground handling agencies, cruise companies, airlines, hotels, airports and other suppliers we work with in connection with your business. We do not pass your information to other parties for marketing purposes unless you agree to us doing so.

### WHAT ARE OUR MARKETING PRACTICES?

We would like to keep you up to date with latest offers, partnerships, sales, promotions, competitions from Hayes & Jarvis or those of other Travelopia companies providing similar products.

However, we will only do so if you have signed up to receive these marketing communications from us or made a booking and you have not told us that you do not want to hear from us. You can opt-out of marketing at any time by clicking on the 'unsubscribe' link included in all of our e-mails or by contacting us.

### WHAT PERSONAL DATA RIGHTS DO YOU HAVE?

You have a range of legal rights over your data. You can find out more in our full privacy policy.

### HOW CAN CONTACT US ABOUT YOUR DATA PRIVACY?

We have appointed a data protection officer (DPO)/data privacy manager who can assist with queries you have in relation to our data practices. If you have questions, please contact the DPO/data privacy manager using the details set out below.

The Data Protection Officer/Data Privacy Manager, Hayes & Jarvis (Travel) Limited, Origin One, 108 High Street, Crawley, West Sussex, RH10 9SR. Departure Documents contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website, prior documentation and the final Departure Documents we send to you, the information in the Departure Documents supersedes the previous information and will be considered the most up-to-date and accurate.

## 13. Departure Documents

We issue Departure Documents for your booking. All the information contained therein will be deemed to be part of the contract. Your Departure Documents will be sent to you by email or post, depending on the type of booking you have made, approximately 21 days before your holiday. Further copies can be obtained from us by contacting Customer Services (see above) or from Hayes & Jarvis (Travel) Limited, The Atrium, London Road, Crawley, West Sussex, RH10 9SR. Departure Documents contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website, prior documentation and the final Departure Documents we send to you, the information in the Departure Documents supersedes the previous information and will be considered the most up-to-date and accurate.

# TERMS AND CONDITIONS

## 14. Special Requests

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

## 15. Participation Requirements

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in this brochure. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit. Unaccompanied passengers under the age of 18 years need a letter of consent from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years on the date of departure.

For stays in the USA, at least one person per room staying at any hotel must be at least 21 years of age on the date of travel and a credit card with credit to be held as a deposit is required to check in.

Credit cards are required in many hotels and for all vehicle hire for all destinations. A deposit amount will be held. You must ensure you have a card and the relevant credit available.

## 16. Law & Jurisdiction

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

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#### 1. Before you book

Please read the following information carefully. If there is anything you do not understand or want to know please ring us before booking.

#### Accommodation Descriptions

In describing accommodation we have tried to be as factual as possible. We have added our own 'grading' for your guidance. When shown as being simple or basic expect only the barest necessities, i.e., bed, en-suite bath or shower, and w.c. Fixtures and furnishings may be limited and decoration often unimaginative, however these rooms usually represent very good value. The use of the word superior or deluxe to describe rooms must be read in the context of the individual hotel description. It means that these rooms are a little better than standard rooms. They may be air-conditioned, have better amenities, and be slightly larger or better positioned.

Pictures of bedrooms may not accurately represent the room allocated. Unless specifically shown as being 'FREE' a charge may be made for some of the facilities or services described.

#### Accommodation Only

We are happy to book just your accommodation subject to availability. Even if you have made your own flight arrangements, please remember that we can also book your resort transfers for you and that other holiday enhancements are available such as pre-bookable in-resort sightseeing. The full balance of accommodation only bookings will be payable in full at the time of booking in addition to a non-refundable administration fee.

#### Airport Taxes

- These are indicated in the price panels, are payable at the local airport and must be paid in cash prior to departure from your holiday destination (some countries will only accept hard currency e.g. US dollars or pounds sterling, not local currency).
- In some instances taxes are pre-collected and have been incorporated in the panel prices as displayed.
- On tours or multi-centre holidays, more than one tax may be payable.
- Conditions regarding payment of taxes sometimes apply and taxes may be less for local flights.
- Sometimes a departure tax which was payable locally becomes payable in the UK. Payment of this tax is mandatory.
- Please note that Airport taxes, security charges and rules are subject to change without prior notification.

#### Brochure and Website Accuracy

We take every precaution to ensure that the descriptions of each property and facility are as accurate as possible at the time of publication. However, circumstances can change after publication. For example, all the facilities in a resort might not be fully functional in early or late season. Sometimes a hotel may change its meal system from waiter service to buffet service, or back again. We reserve the right to make changes after publication of information.

A pool may be closed for maintenance, or air conditioning may only be available at certain times of the day and/or year. Public holidays and religious festivals may also affect the availability of resort and hotel facilities. The tourist office for your chosen

destination can provide details of such events, and other information. We will tell you of any significant changes that we know about when you book your holiday. If you book through a travel agent, they can check the reservations system or website for any changes in conditions. If you have already booked, we will tell you of any significant change in circumstances which would affect your holiday as soon as we can before you leave. We cannot accept liability for information, however obtained, from outside sources such as independent third party websites.

#### Children

- Child costs or reductions of the adult price are shown in each price panel and apply to children under 12 years of age on the date of their return travel to the UK when sharing a room with two adults.
- Where there is a choice of airline to any destination, the reductions and prices shown may vary. Please enquire at time of booking.
- In some hotels children must share existing beds, in others foldaway beds will be provided.
- Apartment costs should be calculated on the number of adults in the party, adding child costs as detailed plus any flight supplements if applicable.
- For children occupying their own room or where no reduction is shown please ask for details.
- Reductions may not be applicable on meal supplements.
- As tours involve a significant amount of travelling these are not recommended for children aged under 12 years and restrictions may apply.
- Infants who reach the age of 2 years while on holiday must be considered as being a child.

Infants under 2 years pay £125 when flying charter and 10% of the scheduled airfare but are not provided with an aircraft seat or baggage allowance.

- Any charges for cots, meals and local taxes (e.g. in the Maldives) are payable locally.

#### Extra Occupancy

Unless otherwise stated three bedded rooms will be twin or double bedded with an extra bed usually of the 'fold-down or rollaway' type. The saving in cost does come at a price as rooms will be somewhat cramped and will only be able to accommodate a maximum of 3 guests, including infants.

#### FREE Night & Bonus Nights Offers

- These valuable offers are displayed in the 'Special Offer' features throughout this brochure and on our website. Unless otherwise specified the entire duration of stay (nights) in resort must be wholly completed within the dates shown to qualify.
- For Bonus Nights, you will note that there is a charge for compulsory meals. In some instances, these may be payable locally direct to the hotel. This is your responsibility.
- When no meals are included in the offer you can pre-purchase meals at the appropriate brochure supplement, if displayed.

#### Free Wedding & Renewal of Vows Packages

Please note that in certain instances FREE Wedding & Renewal of Vows packages may be subject to varying Booking Conditions. Depending on the package chosen, it may be possible that additional legal or government fees will apply or that specific rules will stipulate that the chosen package be based on a particular board basis, room type, date range or party size. Please confirm this at the time of booking.

#### Honeymoon and Wedding Anniversaries

Remember to tell us at the time of booking, regardless of featured offers. A copy of your wedding certificate may need to be presented upon check-in at resort to qualify for featured offers, so please be sure to take one with you when you go to avoid disappointment. Wedding anniversary offers generally apply to those celebrating silver (25th), pearl (30th), ruby (40th), gold (50th) and diamond (60th) only.

#### Hotel Gradings

Featured hotels, tours and cruise boats have been selected as representing the best value or location in their class. In the absence of an internationally recognised system of hotel grading we have categorised our hotels on quality and facilities for your guidance. This is based on customer feedback, our knowledge and years of experience. Standards can vary from country to country and city hotels offer a higher standard to cater for business as opposed to more informal, relaxed beach resorts, even though they have been appointed the same grade. On tours and remote locations there may be no other choice except basic or standard. As you would expect these gradings can and do change subject to performance.

#### Meals

If you book half board, this is defined as breakfast and dinner. Meals are as specified in individual hotel descriptions and must usually be pre-booked. If included, they are generally based on a set menu, buffet, or meal voucher system unless specified to the contrary. Such meals are usually available in the main restaurant and not speciality restaurants. The number and choice of restaurant may change without notice. Holidays that include main meals generally commence with dinner (on half board) on the day of arrival at your hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of your departure. It is not usual for hotels to allow you to substitute lunch for dinner when booking half board. Depending on the flight timings to your resort or tour, those who have booked meals may lose one due to the time of arrival at, or check-out from, their hotel. In these cases, we have calculated the basic holiday price to allow for this. If you have any special dietary requirements please tell us about them at the time of booking so that we can check the availability of meals at your chosen destination, especially on tours, safaris etc. To celebrate festive occasions many hotels host gala events, usually a dinner (sometimes lunch) during the Christmas/New Year period. Some are simple affairs, others more elaborate feasts with entertainment depending on the style and character of the resort. Where included you will find details displayed in the price panel. The charges levied may not reflect actual cost, especially during festive seasons. Tables for two may not be available especially in the Maldives and on ships. Most of the hotels featured in the United States and Canada are on room only basis. Some hotels may advertise a free continental breakfast which they are at liberty to withdraw at any time. A few hotels in our programme require customers to take compulsory half-board over the Christmas and New Year period. These hotels are indicated at the time of booking.

## All Inclusive

The 'all-inclusive' package commences at the time of room check-in and ceases at the time of room checkout on the day of your scheduled departure. A supplementary charge, payable locally, will be made in the event of any afternoon or evening airport transfer to cover the provision of meals, drinks and resort facilities after room checkout.

- Identification wristbands, or similar, may need to be worn.
- Some local restrictions may apply e.g. excluding bottled water, room service, etc.
- For more detailed information details please see the individual hotel descriptions.
- Restaurant restrictions may apply, such as the buffet restaurant only.
- The choice of restaurant may change without notice.

## Self-catering

We do not claim to be self-catering specialists, however, we do feature a select number of properties which offer self-catering facilities. Unless stated otherwise, kitchens may not be fully equipped.

## Minimum Age

Unaccompanied passengers under the age of 18yrs need a letter of consent from a parent or legal guardian. The minimum age of unaccompanied travel is 16yrs on the day of departure. For stays in Las Vegas and New York, at least one person per room staying at any hotel must be at least 21 years of age on the date of travel.

## Nights in Hotel

The 'Number of Nights' stated on every price panel refers to the number of nights' accommodation reserved for you in a hotel, apartment or on a cruise boat during your holiday from the day of check-in to the day of check-out.

Some flights from the UK are overnight flights arriving early the next morning and do not count as one of your accommodation nights. Your room will be made available as soon as possible.

## Website Flight Prices

Our website may offer the same flight seat at different prices. Flight prices shown are Economy unless otherwise stated.

## Single Rooms or Cabins

All prices are based on occupancy of a twin or double-bedded room or cabin by two people unless otherwise specified.

In some but not all cases, single rooms are standard twin or double-bedded rooms offered for sole occupancy. However, a single room may not necessarily be of the same standard or same location as the twin or double-bedded rooms, but a single room supplement is still payable. Onboard ship single cabins are generally purpose built for sole occupancy.

Single holidays are available wherever a single supplement is given in the hotel or tour description. Do look out for hotels that waive any supplementary charge, usually seasonal (supplement displayed as £NIL).

On tours, single rooms cannot always be guaranteed, but on your return we will refund any supplements paid for nights when a single room was booked but not provided.

### Why are single travellers asked to pay more for their room?

If a single person occupies a double room they will usually be asked to pay extra (a single supplement). Hotels price their rooms as doubles or family rooms and they do not reduce the rates if they are occupied by a single person. The costs to the hotel of providing the room - heating, lighting, cleaning etc. are the same regardless of how many people occupy that room.

This also applies to self-catering units where, for example, three people may choose to occupy accommodation priced for four.

### Why are single rooms sometimes smaller than doubles or family rooms?

Hotel design may mean that single rooms are smaller and sometimes less well appointed. While there is normally a supplement for these rooms, the overall cost will usually be less than when a single person occupies a double room.

We do not make additional or excessive profits from these supplements. The prices we charge reflect the costs of under occupancy of the rooms contracted to us by the hotel.

## Special Needs

We appreciate that clients with special needs have specific requirements that must be met to ensure a successful holiday. Please ask for our Special Needs form before making your booking in order that we can assess your personal requirements. However, this may not be available for late bookings. We will do our best to find a holiday to suit you, however, we may be unable to meet your particular needs.

## Special Requests

If you have any special requests (such as vegetarian meals, airline seats, specific floors in a hotel etc.) you must advise us of these at the time of booking. We shall do our best to meet your requirements but we cannot guarantee that they will be provided. Any failure to meet special requests will not be a breach of contract on our part. We regret we cannot accept any booking which is conditional upon the fulfilment of a particular request.

## Travel Advice

Before you travel

We work with the Foreign and Commonwealth Office to help British travellers stay safe overseas. Check the FCO website at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel) for advice and the latest information about specific countries and for more information, please visit our Travel Aware page and the government websites at [www.gov.uk/travel-aware](http://www.gov.uk/travel-aware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country.



## Weddings

Whilst we will discuss detailed arrangements with you personally, it may be worth noting that arrangements should generally be made at least three months ahead of travel. Local law may dictate that you are resident a minimum of seven nights in your chosen destination before getting married and you may have to complete certain formalities locally before the wedding.

- There is a non-refundable deposit payable at the time of booking for all wedding packages, in addition to the standard deposit (see 'Payment for the Holiday'). This amount will be advised to you at the time of booking.

## What Your Package Holiday Price Includes

- Return flights in economy class between the UK departure airport shown and your destination as shown on your invoice
- On tours and multi-centre holidays, economy class local flights where indicated
- Accommodation and meals - as detailed in the hotel description and/or tour itinerary
- Transfers to and from the hotel/airport overseas, when requested and confirmed on your invoice
- Some overseas airport taxes where specified
- Free or discounted UK flight connections - where specified
- Free baggage allowance - according to your airline
- Our local guides and representatives
- 24-hour UK Duty Office
- UK Air Passenger Duty, aviation insurance & security levy, and scheduled airline failure insurance

## What Is Not Included

- Return travel from your home to your UK airport
  - Fuel supplements - advised after booking, if increases required
  - Personal spending, for example, tipping, porters, laundry, drinks and telephone calls
  - Holiday insurance (which you must have)
  - Overseas airport/departure taxes - unless otherwise stated - due to their changing nature, amounts cannot always be pre-advised
  - Cost of securing visas and vaccinations where necessary
  - Parking charges at many hotels
  - Additional charges, for example, cots, meals, air-conditioning, safes, portage and extra bed prices payable locally
  - Reimbursements to suppliers for damage caused to their property
  - Transfers are not included in all cities. Please check the relevant city pages for information and check your invoice
- Important note - all offers are subject to qualifying conditions as individually described. If you have any questions that are not covered here, please call our team of experts who will be happy to help

## Advance Registrations

We may be able to advance register your holiday request before the release of airline schedules. Requests that are made more than 11 months in advance are subject to flight availability and prices at time of confirmation when the airline releases its schedule and prices, when we will contact you. A revised invoice will be issued once flights have been confirmed.

## 2. Booking

### How To Book Your Holiday

Call us direct on 01293 762404 or email us at [res@hayesandjarvis.co.uk](mailto:res@hayesandjarvis.co.uk).

### Contacting Us After You've Booked

If you book directly with us, all documentation will be sent to the address given to us by the lead name on the booking at the time the reservation was made.

- To pay your final balance, amend your booking or discuss any other aspect of your holiday call our Customer Services team on 0844 800 0745. We can only accept card payments from passengers travelling on the booking.

When you book your holiday through a Travel Agent, all communication between you and us will be made through that agent. This includes all of the above. Please contact them in the first instance. No changes can be made to your booking unless they are done through your Travel Agent.

### Tailor-made

All our featured destinations offer you the option to be flexible with your holiday. There are scheduled flying options to most destinations, many of which operate a regular daily or weekly service. You can therefore select the day of travel and the length of your holiday. Flights are available from Heathrow, Gatwick and Manchester to most destinations.

Unbrochured hotels - please note that we charge a £10 supplement for any booking where we have to request and confirm a hotel we do not feature in our brochure. This will be added to the price when we confirm your booking and is non-refundable. Please see Safety Matters under section 6 - Before you book.

### Tickets and Departure Information

- After we have received your payment and approximately 10 - 14 days prior to your departure, you will be sent your tickets and all other documentation.
  - The correct timings, using the 24-hour clock, may have been adjusted since we issued your confirmation invoice. You must therefore check the flight timings on your tickets carefully. You must also ensure that all names are spelt correctly and as they appear on your passport, as this affects the validity of your tickets.
  - Please also read your itinerary thoroughly and inform us immediately of any inconsistencies.
  - Should tickets become lost or stolen, it is necessary to complete a form of indemnity to be passed to the airline. Some carriers are then prepared to issue replacement tickets immediately but may impose a fee for this. Other airlines require full payment to issue replacement tickets and will refund the amount paid for the original documents at a later date. This process can take up to 18 months.
- We will charge an administration charge from £35 per person if we have to reissue your tickets, in addition to any charges applied by the airline or supplier concerned, should we have to reissue your travel documents for whatever reason.

### Using a Travel Agent

If you book with a travel agent, we will contact you via them. The agent will hold your payment on our behalf until your holiday is confirmed. The agent must give you a receipt or confirmation invoice. We will also send you a confirmation invoice within 7 - 10 days. Please take your itinerary with you on holiday as it may be required to confirm your hotel reservation.

# TERMS AND CONDITIONS

## 3. Before you travel

### Passports & Visas

All citizens of the United Kingdom and the Republic of Ireland require a ten year passport (valid for 6 months after completion of any journey). Infants must also have their own passport with photograph - there is an exemption for children (aged under 16yrs) included on parent's passports before 5 Oct '98. If you are 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Visas may be required (please check with your reservations consultant or Travel Agent at the time of booking for updated information), however, it is your responsibility to check the latest requirements with the appropriate authority before travelling. Please visit the relevant embassy or consulate website to obtain up-to-date information. Nationals of other countries should check entry requirements with the relevant Embassy or High Commission.

Clients staying more than 30 days in one country may require a visa not mentioned in our brochure or on our website. Please check with the relevant embassy. On some tours or personal itineraries, multiple entry visas may be required. If you are refused check-in or entry to your destination because you do not have the appropriate documentation, we cannot guarantee a refund of unused components and will not refund any additional costs incurred. Should we incur additional costs, these will be recovered from you.

### United States

Most British Citizen passport holders do not need a visa to visit the US if they intend to stay in the US for less than 90 days and as long as they have a Machine Readable Passport. This is called the Visa Waiver Programme, and more information on this is available from the US Embassy. Since 26 June 2005, the requirement to have a Machine Readable Passport has been strictly enforced and you will be denied entry to the United States if you do not hold one. Your passport is Machine Readable if the foot of the personal information page (at the back of the passport) bears 2 lines of text as letters, numbers and ">"s. If there are no lines of text, then the passport is not Machine Readable. Further information on UK passports is available from the UK Passport Service. Since 12 January 2009, Visa Waiver Program travellers must apply and receive travel authorisation via ESTA at least 72 hours prior to travel.

When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorisation before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorisation. An application for an electronic travel authorisation must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorisation is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorisation is cancelled, or (c) the day on which a new electronic travel authorisation is issued to the applicant.

Notice regarding the use of personal details of passengers travelling to the Caribbean Antigua, The Bahamas, Barbados, Jamaica, Saint Lucia, Tobago, Turks and Caicos Islands.

Please note that some or all of the above Caricom states will enter into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states

The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention.

### Passenger Name Records (PNR) or Advance Passenger Information (APIS)

Passenger information is required in advance by a number of countries and airlines. It is your responsibility to provide this information to us or the airline as instructed. Failure to do so may result in you being denied boarding or refused entry to your destination. You will be liable for any additional costs incurred.

### Emergency Contact Details (ECD)

ECD may be required by us or the airline. It is your responsibility to provide this information if required. Your APIS and ECD data will be handled as described in our Data Protection Policy.

### Machine Readable Passports

An increasing number of countries require Machine Readable Passports. Please check with the relevant embassy or consulate for up-to-date information.

### Responsible Travel Tips

#### Health matters

- For some countries a valid certificate of vaccination against certain diseases may be recommended or required by Immigration authorities. Requirements can often change and it is your responsibility to confirm health requirements for yourself. When travelling to more than one country additional vaccinations may be required.
- Remember to find out the inoculations needed well in advance of travel because some shots can take up to two weeks, possibly longer, to give full immunization. Consult your GP.
- Each traveller is responsible for ensuring that their own travel documents are in order for the countries to be visited and no liability can be accepted by Hayes & Jarvis for delays or additional expenses caused where passports/visas/health documents are not in order. This is especially important for late bookings.
- In addition preventatives such as malaria tablets are strongly recommended when visiting Mexico, Central and South America; Africa; the Indian sub-Continent; Maldives, Sri Lanka, Egypt, China, Thailand and Malaysia. Hepatitis A, Tetanus and Meningitis inoculations may also be required.
- It is your responsibility to ensure that you are fit to travel. If you are prone to any illness please ensure that you carry enough medication in your hand luggage, as some medicines may be unavailable locally.
- Stomach upsets are a fairly common occurrence caused by changes in climate and drinking of ice cold drinks.

- We recommend you obtain a copy of the leaflet T5 published by the Department of Health which is available from most Post Offices.
- Pregnancy note - airline regulations do vary, but many airlines will refuse permission to fly women who will be 28 or more weeks into pregnancy on the date of return travel, unless you have a letter from your doctor when you may fly up to 36 weeks into pregnancy. If in doubt, check with the airline concerned, and in any event, obtain clearance to fly from your doctor.
- Deep Vein Thrombosis (DVT) - sometimes referred to as Economy Class syndrome, is a condition which has the potential to affect all travellers regardless of mode of transport and class of travel. Recent surgery, previous occurrence of DVT and a family history of DVT are among the factors that may increase your susceptibility to the condition. If you are concerned about travelling then you are advised to contact your GP before you depart. Here are a few suggestions which may help to make your journey more comfortable:
  - Drink plenty of water and limit your caffeine and alcohol consumption
  - Avoid smoking before and during travel
  - Read any in-flight exercise tips featured in the airlines on board magazine.
  - Wear loose fitting and comfortable clothing
  - Try to walk around the cabin at regular intervals.
  - Avoid crossing your legs
  - Remember to pack any prescription medicine in your hand baggage and take it in accordance with your doctor's instructions.Further information on travel-related DVT is available on Department of Health website at [www.dh.gov.uk/dvt](http://www.dh.gov.uk/dvt).

### Responsible Travelling

Tourism can sometimes damage the environment and culture of holiday destinations. If you would like to make a positive difference - and get the most enjoyment from your holiday - here are some suggestions:

#### Respect local people

- Be sensitive to local customs and traditions
- Dress inoffensively, especially in holy places
- Ask permission before you take photographs of people or their homes
- Respect private property and keep to marked paths
- Try learning a few words of the local language

#### Interact with the local economy

- Sample local markets and restaurants, and use public transport
- Do not buy products made from endangered species
- Ask your resort representative's advice about local tipping customs

#### Take care of the environment

- Save water and energy – simple things like taking a shower rather than a bath, re-using towels, and turning off the air-conditioning and lights when you leave your rooms can make an enormous difference
- Dispose of litter carefully, and don't remove coral, wildflowers or other wildlife
- Offset the environmental impact of your holiday flight - visit [www.climatecare.org](http://www.climatecare.org) for more information.

### Safety Matters

Part of the fun of any holiday is experiencing a different way of life. This will almost certainly expose you to different hygiene and safety standards than you are used to at home.

We consider the safety and well-being of our customers as high priority and want you to have a safe and enjoyable holiday. All of the hotels and apartments and cruise boats we use are required to meet a minimum of local health and safety standards. These local standards may differ from UK standards, which are amongst the highest in the world.

We are actively working with accommodation owners to raise standards within the countries to which we operate, using leading UK health and safety experts to provide advice and recommendations as required.

Through the actions detailed above we make every effort to assure safety standards are maintained, however, it is your responsibility to take every step to ensure your own safety and well-being at all times.

- Non-brochured, tailor-made accommodation booked to meet individual requests will not have been inspected/checked.

## 4. Flight details

### Flying

- The airline and aircraft type planned for use on the long haul sectors of your holiday (flights to and from the UK) are shown for your guidance on the 'Flight Information' feature in destination introductions. Approximate journey times, including en-route stops, and the approximate seat pitch (the distance between the rear of your seat and the rear of the seat in front of you) are also included for your guidance. On some holidays and tours, other carriers are also used to complete your holiday flying.
- Remember, due to seating configurations airlines generally define adjacent seats to include those adjoining but across the aisle from each other.
- Do not assume that your party will automatically be allocated seats together on the aircraft. Seat allocation is, generally, solely at the discretion of the carrier and subject to seat availability at the time of check-in. We have no control over the allocation of seats, even if pre-booked with the airline direct.
- Actual flight numbers are not known at the time of brochure publication and we reserve the right to substitute alternative carriers and/or aircraft types if necessary.
- It is common practice for scheduled airlines to use a code-share system, which may involve passengers flying with a partner airline e.g. British Airways and Qantas. Where this situation arises, it is not classed as a major change and it is not possible to transfer to another holiday or cancel without incurring normal cancellation charges.
- Airline schedules may vary, sometimes at short notice, and an unexpected change of aircraft type may become necessary. We will do our best to inform you of any changes before your departure and all planned plane changes will be indicated on your tickets.
- As scheduled airlines often change routes and fuel stops, we cannot always notify you in advance if a fuel stop or technical stop is part of your flight schedule. It may also be necessary on some holidays for you to change aircraft, and sometimes airlines, at one of the stops without notice.

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- A direct flight is one which has the same flight number for the entire journey, but may involve a fuel stop or technical stop. A technical stop may require you to get off the aircraft or change aircraft. You may be required to clear immigration in the country concerned at this point, particularly in USA destinations. It does not mean it is non-stop.
- Due to airline policy most flights will be non-smoking and some may not serve alcohol.
- The flight timings (am or pm) shown in our brochure are for guidance only and are subject to confirmation and alteration. Specific instructions relating to your departure and travel arrangements will be sent with your tickets and/or final documentation. Please bear this in mind if you are booking domestic flight connections, taxis etc independently. If you are booking your own UK domestic flights, please leave sufficient time to take into account the possibility of delays to either your domestic or international flights. We strongly recommend that you purchase a flexible ticket for your domestic flights as, although initially more expensive, the extra cost is more than worth it in the event of a time change or delay.
- First class services are designated on your itinerary by the letters P or F and Business/Club Class by J, C or D. Any other letter usually indicates Economy Class or Premium Economy travel.
- Should any fare be designated provisional against an itinerary line, this means the airline, tour operator or hotel has yet to confirm the exact fare to be charged so subsequently this fare may be subject to change.
- Where overseas domestic flights form part of an itinerary every effort will be made to ensure the best connection however, local circumstances may mean departures are earlier or later than anticipated. It is for this reason that timings are not specified on the itinerary. Overseas internal flight tickets are generally issued locally by our agents.
- Delays, for whatever reason, are the responsibility of the airline and subject to their conditions of contract. Where a delay results in lost holiday time, no refunds are given by hotels for unused accommodation or meals since these are held until your arrival and not re-sold. Similarly, airlines do not always offer compensation for flight delays and will not alter your homeward flight to account for any lost holiday resulting from outbound flight delays.
- We cannot accept any loss arising out of a) missed connections to international flights or b) the cancellation/change of UK/EC domestic flights unless they are part of the package booked by us.
- If you miss your outbound scheduled flight, please notify the airline as soon as possible in order to ensure that your homeward flight is not affected.
- All prices quoted are per person round trip and subject to change at any time.
- As most airlines allocate seats on a first come first served basis, we advise you to check in as early as possible, at least 3 hours before your scheduled departure. There are some instances where check-in may not open this early, however, we must always recommend that you arrive earlier rather than later.
- Online check-in is not always available and is dependent on the type of flight booked and the operational requirements of the airline concerned.
- Flight supplements will apply on charter flights for stays of more than 14 nights. We reserve the right to change flight supplements from time to time. Supplements can go up or down. The supplement when you book will not exceed any applicable supplements stated within this brochure by more than £250. Please check the up-to-date supplement for your chosen holiday with your travel agent before you book.
- Meals may not automatically be included.
- You must reconfirm all onward and return flight reservations with the relevant airline at least 72 hours prior to departure. This allows the airline to inform you of any unforeseen delays/changes to your itinerary, and provides the airline with contact details for you.

### Carriage of Prohibited Items

There are strict rules about bringing prohibited food items, such as animal products, back into the EU even if they are meant for personal use. Useful information can be found at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) and [www.direct.gov.uk/dontbringmeback](http://www.direct.gov.uk/dontbringmeback). A number of items are prohibited in hold luggage, such as explosives and flammable products, so you must not travel with these products. To see the list of items and some useful information about hold luggage and hand luggage prohibited items, go to [www.direct.gov.uk](http://www.direct.gov.uk) or contact your airline.

### Luggage Allowance

- This will be shown on your air ticket/s or your itinerary. On international flights the allowance is usually 20kgs in economy class or 2 pieces, 30kgs in club class or equivalent and 40kgs in first class. No single case to exceed 32kgs. Some airlines offer a greater allowance than the average on certain routes e.g. to the Caribbean, of up to 64kgs (2 pieces) in economy class. Please check with the airline concerned before travel rather than leave items at home unnecessarily.
  - Airlines normally only allow 1 small piece of cabin baggage and this may be included in your total weight allowance. Maximum dimensions 45cms x 35cms x 16cms.
  - The total allowance on some local flights using light aircraft may be restricted, e.g. to 5kgs.
  - Carriage of excess baggage is at the airline's discretion and often only on payment of an appropriate fee.
  - Baggage checked in on internal USA flights maybe subject to a charge (from approximately US\$25 per bag), which is payable locally.
- Please contact your airline for the latest luggage allowance details.

### Seats With Extra Space

These are often close or next to emergency exit doors, behind a bulkhead or behind a dividing wall. They may therefore have additional space in front of the seat, but not always additional room to stretch your legs out. Emergency exit row seats are only available to passengers who are able to move quickly and operate the emergency exit without difficulty if necessary in line with European Aviation Safety Authority (EASA) regulations. Just a few things to bear in mind before you book an emergency exit row seat:

Any passengers who because of...

- physical or mental impairment or disability
- age or sickness
- physical size
- have difficulty moving quickly cannot sit in these seats.

Neither can anyone...

- under the age of 14 (whether accompanied or not)
- who requires an extension seatbelt
- under the influence of alcohol
- travelling with an assistance animal.

These regulations have been put in place by the EASA and are for the safety of all passengers. The cabin crew have the final say and we kindly ask that their decisions are respected. Seats with extra space can be pre-booked on a number of airlines for an extra charge. Please either select the option when you're booking your holiday, or call our Customer Services Team to request an amendment. Extra Leg Room seats are not available to pre-book on all airlines. Some choose to allocate these seats at check-in due to the restrictions listed above.

### Air Travel Conditions of Carriage

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. We will supply a copy of the conditions of carriage applicable to your holiday, and of the Warsaw Convention, if you request them.

### Community List

In accordance with EU regulation 2111/2005 please note that there is a 'community list' which contains details of air carriers that are subject to an operating ban within the EU community. This list can be seen at [www.dft.gov.uk](http://www.dft.gov.uk)

### 5. On holiday

#### Check-in/Check-out: Accommodation

In most cases your accommodation will be made available to you on arrival between noon and 2pm. You will require a credit card to check-in and a deposit may be taken from the card for the duration of your stay. On some holidays where late night/early morning departures from the resort are necessary, the room may be occupied until you leave the hotel and it will count as a night of your holiday. Otherwise you will be asked to check out of your room in the morning. Courtesy rooms may be available although an extra charge may be payable locally. Some hotels have a minimum age for check-in; please ask for details at the time of booking.

#### Car Hire Deposits

Please ensure you have a credit card in the main driver's name for your deposit, and remember to take your driver licence and passport. Without these you will be unable to collect your vehicle.

#### Dress Code

Customer demand results in the vast majority of hotels applying dress codes. In beach resorts this means casual by day, and smart/casual by night. No shorts, denims or singlets in the restaurant at night. A more formal dress code may apply in city hotels and speciality restaurants everywhere.

#### Force Majeure

Force Majeure incidents may occur during your holiday, either in the resort or country you are in, or elsewhere but affecting your onward or homeward journey. If you are requested to return home early or move hotels for your safety, or whilst your inbound / onward flight is rescheduled, we will not pay compensation for downgrades or facility changes and cannot refund unused components. If you choose not to change hotels during such delays, we will be unable to consider a refund of additional costs you incur. If you choose to make your own way home and not accept or wait for your confirmed carrier to offer the rescheduled journey, we are unable to consider a refund of any accommodation, welfare or transport costs you incur, and cannot guarantee a refund of your unused costs.

#### Local Charges

Charges that we state as payable locally may change without notice. Some facilities, unless otherwise stated as included, may have extra local charges. These might include water sports (such as sunfish & dinghy sailing, kayaks and windsurfing), scuba-diving, games and sports (including table tennis) and sport equipment, pool tables, minigolf, golf, tennis, squash, gym equipment, saunas and steam baths, beauty treatments, massage, safety deposit boxes, minibars, bottled water, satellite and pay TV, entry to discos and nightclubs, porterage, charges for infants' cots and food, laundry and hotel minibuses.

#### Local Laws & Customs

Laws and customs of the countries you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. You are strongly advised to check with the appropriate embassy, consulate or British and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the countries you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

#### Local Tours and Sightseeing

A selection of local excursions is featured throughout this brochure. Prices quoted are per person and are subject to change whether booked before departure or after arrival in resort.

Visits to temples and other religious sites may require you to respect local customs and traditions by adding or removing certain items of clothing. Please ensure that you pack long sleeved tops and full-length trousers and skirts, to wear on such visits. Prices for overnight excursions are based on 2 people. Hayes & Jarvis can only accept responsibility for excursions booked and pre-paid before departure.

#### Overbooking

All bookings will be confirmed with the supplier, however, on occasions an airline/hotel/cruise boat may subsequently overbook. We do not condone this action but take a realistic view that it can happen through no fault of our own and we will always endeavour to make alternative arrangements. Such arrangements are dependent on local circumstances and in this respect the Company's liability is limited in accordance with the Core Booking Conditions.



# TERMS AND CONDITIONS

## Photography

Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## Resort Development

From time to time, building work or local improvements, such as beach dredging or roadwork, and its associated noise is unavoidable in a resort. We have no control over such works arising from a resort's growth in popularity and we are unable to anticipate the speed or the extent to which such development may occur. If we learn of specific developments at or close to your accommodation, which are likely to significantly affect the enjoyment of your holiday, then we will do our best to contact you before departure. We will discuss the details and any options available to you at that time, but cannot offer compensation if changes are made due to third parties.

## Resort Guides

Due to the geographical diversity of our programme it is impossible for us to have a UK employed representative in every destination. Also, the independent and experienced nature of many of our travellers means that one is not always necessary. There is however, always someone close at hand during your holiday should you require them. Where you do not see a UK Representative, there will be an experienced Local Agent who works closely with us and who will be your representative throughout your holiday. Please do not hesitate to contact them.

## Resort Information

### Emergency Contact - 24-Hour Duty Office

In the event of an emergency whilst you are on holiday you should contact our local representatives. In addition we operate a 24-hour emergency Duty Office in the UK for your convenience. Contact details for both of the above will be supplied with your travel documents approximately 14 days before your departure. Please keep them safe.

## Restaurants

Please note that recommendations are our own personal opinion.

## Tipping and Local Taxes

Most hotels and restaurants impose a service charge on the bill but this should always be at the discretion of the individual. Beware! – unlike the UK, tariff prices overseas may be subject to obligatory local taxes. An additional charge may sometimes be levied for payment by credit card.

## Tours, Excursions & Safari

All accommodation on tours will have private facilities. Some may not have a swimming pool, unless otherwise stated.

- Tours may include other nationalities.
- On touring holidays internal flight tickets may be issued locally.
- Owing to the amount of travelling involved, tours are generally unsuitable for children and those with walking difficulties.
- Many operate with a minimum of two or more participants. In the unlikely event that the tour has to be cancelled, you will be informed at least ten weeks before departure. We therefore recommend that you do not incur any expenses such as inoculations, guidebooks, domestic flight, rail or bus connections, overnight accommodation or visas until this time. This deadline should also be borne in mind if choosing a tour or safari to celebrate an important occasion whose dates cannot be changed, such as a wedding or anniversary.
- Local conditions can and do change, sometimes at short notice and it is possible that we may be obliged to change the programme or running of any excursion, tour or safari, including accommodation, sometimes without prior notification.
- Please note that alternative but similar hotels may be used at certain times of the year.
- Pre-booked tickets for excursions, shows or venues may be priced higher than the face value. A 10% cancellation charge will be applied if you choose to cancel your tickets.

Applicable free nights have been taken into account in the basic holiday cost.

## Travel in Resort

Like the UK, domestic flights, boats and buses are subject to delay due to weather, operational difficulties and, regrettably, over-booking. Every effort will be made to minimise the inconvenience this causes.

## Tropical Traumas!

Travelling to exotic places can mean heat and humidity, monsoon rain, severe storms, a weird and wonderful insect life, disruption to public utilities and bathroom basics.

A relaxed attitude to life and timetables, a whole new culture and religion (a call to prayer at 6.00am for instance!), colourful local cuisine, and an abundance of coconut palms which can obscure a panoramic sea view from your room and seriously dent your health if you choose to sunbathe under them.

Still, that's why the tropics remain so popular. Power and water supplies may also be adversely affected by local conditions such as the weather, peak demand or over enthusiastic workmen!

Not everyone is on holiday - wherever you travel in the world the risk of theft, mugging etc is always there, as indeed it is at home. Generally your own common sense prevails but take extra care when walking around cities or towns especially at night and avoid carrying valuables or tempting fate by displaying them for all to see.

Particular care should be taken on beaches and shorelines which may also have been subject to erosion or storm damage. If you enjoy sea bathing please remember that tides and other conditions may make this inadvisable.

Beaches throughout the world are usually public property and therefore neither Hayes & Jarvis nor hoteliers can be held responsible for their condition or safety. Adverse weather can lead to dangerous sea conditions and beaches covered in seaweed and flotsam.

You will also be expected to respect local customs. Topless sunbathing, for example, is generally frowned upon and is indeed illegal in many destinations, particularly the Muslim world. Be guided by our local representatives or your hotel in such local matters.

Remember you are travelling in some areas relatively new to tourism where the way of life and standard of facilities vary considerably from those at home. Patience, good humour and a degree of understanding are more effective than a short temper.

Our local representatives employ experienced drivers, who, like our cabbies, are very familiar with their surroundings. As a visitor it is recommended that you simply relax and enjoy the scenery - let your driver worry about other road users.

## Unused Services

Please note that we do not give refunds for pre-booked services that you do not use. Any changes you choose to make to your holiday arrangements once in resort will incur the appropriate additional charges.

## Watersports

- Free watersports are available in many hotels, although the choice of sports varies considerably and may, in some cases, be limited - refer to individual hotel facilities for details. Unless otherwise shown the free offer does not include motorised sports e.g. water-skiing.
- Watersports are subject to availability, maintenance and weather conditions. Facilities may be temporarily withdrawn without prior notification. It is your responsibility to use adequate safety aids and feel confident in the standard of facilities offered in resort.
- Some hotels will have subcontracted the provision of these sports and may have no control over the company concerned.
- If instruction is required a charge may be made. Use of equipment is at the sole discretion of the owners.

## Weather

- Weather information should be used only as a guide. Before booking your holiday you should research fully the local weather as this can vary from month to month. We cannot be responsible for the weather during your holiday, or if weather changes cause cancellation/amendment to pre-booked activities or excursions.