



BOOKING CONDITIONS

1. Your contract is with West End Travel Limited hereinafter called "The Company". The contract will commence upon the issuance of a confirmation invoice. The booking conditions herein are governed by English law and the exclusive jurisdiction of the English courts shall apply at all times. The Company are holders of Air Travel Organiser's License (ATOL) No. 938, members of ABTA No. 61273 and fully licensed by the Civil Aviation Authority (CAA).

2. The only terms and conditions of the agreement between the Company and the clients are those contained herein and by accepting the confirmation invoice the passenger is deemed to have accepted those terms and conditions.

3. The Company reserves the right to require any person to withdraw from the holiday if the Company deems their acts or conduct to be offensive to or incompatible with the comfort of other clients, and the Company shall be under no further liability thereafter to any such person.

DEPOSITS

4. A deposit of the amount specified on the booking form is payable for each passenger. This deposit cannot be refunded (save as is set out) and is accepted only in respect of the particular holiday, or tour for which the application is made.

5. The receipt of a deposit does not imply acceptance of the booking by the Company and the Company cannot be held liable for any delay or expense to a passenger between receipt of the deposit and the acceptance or nonacceptance of the booking unless such delay or expense is caused by or as a result of the negligence or default of their employees or agents.

6. Any monies paid by a client to a travel agent, in respect of a booking with the Company, is held by the agent on behalf of the Company at all times.

TRAVEL INSURANCE

7. Clients must confirm that they are adequately insured and provide details of their policy before travelling. Uninsured passengers must sign the liability waiver section of the booking form. It is strongly recommended that they accept the policy offered by our travel consultant.

BOOKING CONFIRMATION & INVOICE

8. Your confirmation and invoice will be sent to you as soon as possible after receipt of your deposit and booking form. This will show the details of services booked and price. It is your responsibility to check this document carefully and advise us immediately of any discrepancy.

BALANCE OF PAYMENT

9. The balance of the price is due eight weeks before departure on all holidays and tours. The Company reserves the right to cancel the booking with consequent forfeiture of the deposit if the balance is not paid by or on the date on which it becomes due.

AMENDMENTS

10. If, after having been accepted for a holiday or tour, a client wishes to transfer to another, an admin charge of £30 per person will be made together with any cost increase, and if amended within 8 weeks of departure, any cancellation charges in accordance with the above scale.

11. No refund or compensation will be made or given for any unused hotel accommodation or any unused service or feature of the tour.

12. No refund or compensation will be made or given for any variation of airline or aircraft type specified in the itinerary.

CANCELLATION OF BOOKING

13. Cancellation of booking must be confirmed in writing or email, by the person signing the booking form, and is not effective until received by the Company.

14. In the event of cancellation by the client the following scale of cancellation charges will come into effect.

PERIOD BEFORE DEPARTURE WITHIN WHICH CANCELLATION IS RECEIVED	CANCELLATION AS A PERCENTAGE OF TOTAL TOUR PRICE TO BE CHARGED
More than 90 days before Departure	Loss of Deposit
46-90 days	50%
22-45 days	75%
Less than 22 days	100%

SURCHARGES

15. The Company reserves the right to impose surcharges on any holiday up to 30 days prior to departure in respect of fluctuation of currency exchange rates, transfers, cost of aviation fuel and airport taxes. However, the Company will absorb increases equivalent to 2% of holiday price. If the surcharge is 10% or greater, clients will have the right to cancel within 14 days and receive a full refund of all monies paid excluding insurance premiums.

16. Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

MATERIAL ALTERATIONS

17. It is unlikely that the Company will have to make any changes to the holiday. Should a major alteration to, or cancellation of a confirmed tour or holiday become necessary then the Company shall be responsible to ensure that clients are informed without delay. Clients shall be given an option of either accepting the alteration, which must be of a comparable standard, or of receiving a full and prompt refund of all money paid. Additionally, if the cancellation or alteration is within eight weeks of departure date, clients will receive compensation in accordance with the scale of payments shown below, unless the reason for such action is held to be force majeure.

PERIOD BEFORE SCHEDULED DEPARTURE WITHIN WHICH A MAJOR CHANGE IS NOTIFIED	COMPENSATION PER PERSON (EXCLUDING INFANTS)
More than 56 Days	Nil
29-56 days	£10
14-28 days	£20
0-13 days	£30

RESPONSIBILITIES

18. The Company undertakes to exercise diligence in making arrangements for their clients and is responsible for ensuring that all services confirmed are supplied as described in the brochure and to a reasonable standard. If any such service is not provided the Company will pay appropriate compensation if this has affected the enjoyment of the holiday. It does not accept responsibility for any loss, damage, injury or inconvenience caused by force majeure:

- a) Industrial dispute, which unavoidably prevents hoteliers, transport operators, service agents and others carrying out performance of their services.
- b) War or the threat of war, riots, civil strife, terrorist activity, natural and nuclear disaster, fire and weather conditions.

19. The Company accepts responsibility for the acts and/or omissions of their employees, agents, subcontractors and suppliers in respect of contracted services. Our liability in all cases will be limited to a maximum of twice the original holiday cost. However, no claim will be accepted for death, bodily injury or illness except as set out in Clause 20.

20. (i) The Company accepts responsibility for the negligent acts and/or omissions of their employees, agents, subcontractors and suppliers whilst acting within their employment for claims arising as a result of death, bodily injury or illness. There is no acceptance of liability unless negligence has been fully proven by the client.

(ii) No responsibility will be accepted for air sea and land carriers performing any domestic, internal or international carriage of

whatsoever kind where liability will be limited to the relevant international conventions.

21. If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the inclusive holiday arrangements or excursion arranged through us we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings. The Company's costs in respect of the above shall not exceed £5000 in total and will be paid on condition that the client makes a claim under the Legal Expenses section of their insurance policy and that proof of receipt from the insurers is sent to the Company.

YOUR FINANCIAL PROTECTION

22. When you buy an ATOL protected flight or flight inclusive holiday from us ATOL 0938 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 the supplier nor we 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).

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

COMPLAINTS

24. Should a client have a problem during their holiday then the relevant supplier (e.g. hotel) and our agent must be informed immediately to enable us to rectify the difficulty whilst the client is abroad. This procedure must be followed on order for the Company to consider any subsequent claim a client may have in this respect.

25. All complaints must be made to the Company in writing within 28 days from the completion of holiday.

26. Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer so wishes) be referred to arbitration under a special Scheme, which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £5000 per person, there is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely, or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the holiday but in special circumstances it may still be offered outside this period.