



## BOOKING CONDITIONS

YOUR CONTRACT IS WITH JTB UK Ltd., a Member of ABTA.

### Accuracy

We carefully check that the information given on our website or published literature about accommodation, itineraries etc., to ensure that it is correct to the best of our knowledge. However, there may be changes to flight timing and optional excursion itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities described to be unavailable or different from those advertised in our website or published literature. We reserve the right to change any process, services or other particulars shown on this website at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into a contract.

### Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

### Providing your tour arrangement

Your contract is with JTB UK Ltd. We will arrange to provide you with the various services which form part of your tour. Before your booking is confirmed and a contract comes into existence we reserve the right to increase tour prices.

### Financial Protection

JTB UK Ltd. is a member of ABTA, no. A1288. We also hold an ATOL, no. 2657. As such we are fully bonded according to ABTA rules and abide by the ABTA Code of Conduct.

In order to ensure that the monies you pay for your tour are protected, we will issue a confirmation invoice showing the details of the services that you have booked, including the price and the amount paid by you. You should check these details carefully and contact us immediately if there are any discrepancies. 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 this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 2657) administered by the Civil Aviation Authority. When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us confirming your arrangements. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

### Passport, Visa and Immigration

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

The Foreign and Commonwealth Travel Advice Office issues travel advice which is regularly updated and which relates to political, economic and other circumstances prevailing in countries worldwide. See [www.fco.gov.uk](http://www.fco.gov.uk).

Sources of information about health requirements include the Department of Health's free leaflet Health Advice for Travellers, which is available at [www.dh.gov.uk](http://www.dh.gov.uk).

### Accommodation

We describe the class or grade of hotel as a general guide. However, standards can vary between hotels of the same class in different countries.

In general, hotel rooms are available between noon and 3pm on your day of arrival.

Unless otherwise stated, rooms will have either a bath or a shower.

Single rooms: although supplements are payable for single accommodation, it should be noted that the standard and location of single rooms is not always as good as that of twin/double rooms.

Triple rooms: these are often available and will consist of a twin room with an extra folding bed/sofabed unless otherwise stated, which may restrict space. If no discount for triple room is available, the price charged per guest will be the same as a twin room.

Child reduction: when reductions are available, these are based on one child sharing a room with two full-fare paying passengers. Children's ages must be stated on the booking form to qualify for any reduction.

#### What is included in your tour:

- return Economy class flights/2<sup>nd</sup> class trains as specified
- accommodation in standard twin-bedded rooms unless otherwise stated
- Government taxes and compulsory service charges at hotels
- All applicable airport taxes and passenger charges
- Meals as specified in the itinerary
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#### What is NOT included:

- Travel Insurance
- Hotel facilities such as sport and leisure equipment (if a charge is applicable)
- Infant food, usually payable to the hotel
- Passport, visa, medical injections and certificates
- Laundry, telephone calls and all other items of a personal nature
- Transport between your home and UK departure point
- Optional excursions

### Tour Prices

We reserve the right to alter the prices of any of the tours shown in our website or publications. You will be advised of the current price of the tour that you wish to book before your contract is confirmed.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 31 days of your departure.

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 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 will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or canceling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. 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.

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.



## BOOKING CONDITIONS

### Booking your Tour

When you make your booking you must pay a deposit of 10% of the total amount (or £100 per person, whichever is the greater). If you are booking within 56 days of departure, you must make full payment at the time of booking.

When you make a booking and pay a deposit or full amount, you are confirming that you understand and accept these Booking Conditions which form the basis of your contract and a legally binding contract is made upon our acceptance of your payment.

### Payment of Balance

The balance of the price of your travel arrangements must be paid within 56 days of departure, otherwise we shall be entitled to cancel your booking, in which case you will be liable for the cancellation charges detailed under "Cancellation by You" below.

### Tickets

Once we have received full payment, you will be sent your travel documents approximately 7-10 days prior to departure. Your travel documents will show the recommended check-in times for your flights. Should you fail to check in on time and miss your flight, we do not have any liability to you for this or its consequences.

### Changes or Cancellation by JTB UK Ltd.

We reserve the right to make changes to your tour arrangements after we have confirmed your booking, and if we do so, we will use our best endeavours to inform you before departure and make suitable alternative arrangements.

Any change we make to your holiday will be classed as either *major* or *minor*. A *major* change would be a change of UK departure airport (not including between airports in London), a change of flight time by more than 12 hours, or a change to a lower category of accommodation. Any other change is a *minor* change.

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular tour is not reached, we may have to cancel it.

However, we will not cancel your travel arrangements less than five weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance.

If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:

Japan Air Lines, All Nippon Airways, Virgin Atlantic Airways, British Airways.

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.

If we make a *major* change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked tour and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

*Force Majeure*: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

### Cancellation/Changes by You

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration.

You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Airlines and rail companies in particular may treat a change to a booking as a cancellation and new booking, and therefore charge a 100% cancellation fee.

Should you wish to cancel your travel arrangements, you may do so by telephoning us. We may not receive your cancellation by letter, email or fax so please bear in mind our business hours should you wish to cancel. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Please note that any cancellation after the issue of airline or rail tickets will nearly always result in that supplier imposing a 100% cancellation charge.

JTB UK Ltd. will automatically issue tickets after 31 days prior to departure unless advised otherwise.

If we issue airline or rail tickets earlier than usual, under the customer's acceptance, or by customer's request, or because of the airline's regulations, we will charge the value of that ticket before issuing it. Please check with our sales staff before booking.

Period before departure within which notice of Cancellation is received by us	Amount of cancellation charge
More than 56 days	Deposit Only
56 – 43 days inclusive	30% of tour price
42 – 29 days inclusive	50% of tour price
28 – 15 days inclusive	75% of tour price
14 – 8 days inclusive	90% of tour price
7 – 0 days inclusive	100% of tour price

### Transfer of Booking

You may change your booking within a reasonable time before departure by transferring it to another person if you are unavoidably prevented from traveling, and the transferee meets any conditions which may apply to the booking. The right to transfer is subject to payment of an administration charge of £25 per person together with all additional charges of whatever sort imposed by the suppliers providing the components of the tour.

### Transport delays

We have no control over the time at which flights and other transport departs, and therefore cannot guarantee that flights or any other transport will depart at the time specified. In the event of any delay, we are under no liability to you whatsoever to provide appropriate meals etc. Although we will use our best endeavours to arrange for the air carrier or other transport provider to do so, we will not make any such provision.



## BOOKING CONDITIONS

### Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and 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 we or our suppliers, even with

all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

It should be noted that our acceptance of liability in the above paragraphs is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your tour or any death or personal injury you may suffer.

It is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out below.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. 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 Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

### Excursions

We do not provide excursions. Our local representatives may, at your request, make arrangements for excursions locally on your behalf. However, please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. Therefore when you purchase an excursion locally, whether or not through our representative, your contract is with the local company and we have no liability whatsoever for that excursion.

### Special Requests

If you have any special requests you should inform us of such requests prior to departure. We will advise the relevant supplier of any such requests but we cannot guarantee that they will be met. Furthermore, we have no liability to you if such requests are not met.

### Suppliers Conditions

Airlines, railway, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available at our offices or at the offices of the relevant supplier.

### Insurance

You are strongly advised to take out travel insurance. We do not recommend any particular insurance company or product, and any information leaflets distributed by us or links to travel insurance companies on our website are for information only. You should ensure that the travel insurance you buy covers (as a minimum) the costs incurred if you cancel, and the cost of assistance, including repatriation, in the event of an accident or illness while you are abroad, and it is your responsibility to ensure that the insurance you purchase is suitable and adequate for your particular needs.

### Assistance

If you or any of your party suffers illness, injury or death through misadventure as a result of an activity which does not form part of your contracted tour, we will where appropriate and subject to our discretion provide you with reasonable assistance. This may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible, provided that you request this within 90 days of the incident giving rise to the illness, injury or death suffered. All assistance (financial or otherwise) is subject to our discretion and a maximum total cost of £ 5,000 per booking form. If you are entitled to have any costs or expenses arising from any relevant incident met by or from any insurance policy, or if you obtain a costs order against anyone in relation to the incident, you must repay to us all the costs and expenses we incur on your behalf in assisting you.

### If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative or office immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Horatio House, 79-85 Fulham Palace Road, London W6 8JA giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in your destination. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in your destination and this may affect your rights under this contract.

### ABTA Arbitration

We are a Member of ABTA, membership number A1288. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com)

The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

### Data Protection

We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested to you, to suppliers and carriers that might be located outside the UK and/or EU to enable the operation of the services requested by you. This may include special dietary, religious or disability related requirements.