

# **BOOKING FORM**

To confirm your booking please complete this form (BLOCKED CAPITALS) and return to us with your deposit / full payment

LEAD SURNAME		FIRST NAME	TITLE	DATE OF BIRTI	
PASSPORT NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PASSPORT AUTHORIT	Y	
CONTACT NUMBER	MOBILE NUMBER	EMAIL			
HOUSE NUMBER / NAME	STREET NAME	CITY		POSTCODE	
HOUSE NUMBER / NAME				FOSTCODE	
Fravel documents will be sent to	the above address no later than 8	weeks before departure.			
SURNAME	FIRST NAME	TITLE	DATE OF BIRTH	NATIONALITY	
PASSPORT NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PASSPORT AUTHORI	тү ]	
SURNAME	FIRST NAME	TITLE	DATE OF BIRTH	NATIONALITY	
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SURNAME	FIRST NAME	TITLE	DATE OF BIRTH	NATIONALITY	
PASSPORT NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PASSPORT AUTHORI	TY	
TOUR NAME		CHECK II	N DATE	CHECK OUT DATE	
Meals					
Normal Vegetaria	n	] Vegan <u></u>	Other		
Please Note: Whilst we will try ANY MEDICAL CONDITIONS PL	and cater for your dietary requir	rements we cannot guarar	ntee them.		

Office Address: 96 Woodhall Gate, Pinner, Middlesex, HA5 4TZ
TEL: 0208 057 1964 E-MAIL info@incredibletours.co.uk
Incredible Tours Ltd, registered in England & Wales.

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	INSURANCE					
DEPARTING FRO	DM (UK AIRPORT)	DE	PARTURE DATI	E (UK AIRPORT)		
All passengers mi	ust be adequately insured. If you chool of the state of t	ose not to take out Irance policy.	recommended ins	surance please tick	the box and advise	us of your
Tick	NAME OF INSURER:					
this booking whet	nderstood Incredible Tours Ltd bookin her named or not. All members are fure at least 6 months validity on them.	ally responsible for	ulfilling the neces	respect of and on ssary health and vis	behalf of all persons sa requirements of th	included on e holiday. All
Signature:						
Date:						
PAYMENT ENCL	OSED					
	NUMBER OF PERSONS	TOTAL £		_		
DEPOSIT						
INSURANCE				]		
CDAND TOTAL	C					

Cheques should be made payable to Incredible Tours Ltd. Full payment should be sent with this form if your booking is made within 2 months of departure.

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TITIED ATOLING

## **Incredible Tours Ltd Terms and Conditions**

(ATOL)

#### 1. OUR AGREEMENT WITH YOU

The following conditions form the basis of your contract and should therefore be read carefully. The contract is governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. The terms and conditions vary depending on whether you purchase a 'package holiday' consisting of transport and accommodation booked at the same time or 'other travel arrangements' which is anything else, including accommodation or transport booked separately. If you book a package holiday, your contract is with Incredible Tours Ltd. A contract will exist as soon as we issue a confirmation invoice. If you book other travel arrangements, Incredible Tours Ltd acts as an agent and your contract will be with the principal notified to you e.g. the hotel/ accommodation provider. Their booking conditions will apply and we advise you to obtain and read those. As agent, we accept no responsibility for the provision of the travel arrangements by the principal with whom you have a contract.

# 2. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected fight 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 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.

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it.

Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

# 3. RESERVATIONS

Reservations can be made over the telephone or by email or in person. All arrangements including airfares are subject to availability at the time you book. When you or wish to confirm a package holiday booking, you must sign a booking form acknowledging your understanding and acceptance of our terms and conditions. Please note that where a supplier's services form part of your booking, the supplier's standard terms and conditions will also apply.

# 4. PAYMENTS

All flight bookings must be paid in full at the time of purchase. When you make a holiday booking you must pay a deposit of a minimum of £1000.00 per person. The balance of the cost of the holiday must be paid at least 8 weeks prior to the departure date or any earlier depending on airlines ticketing contracts. Deposits are non-refundable and non-transferable. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. Travel documents will not be released until we have received full payment.

Payment will be accepted by cash or cheque. Cheques are to be made payable to Incredible Tours Ltd. Please allow 10 working days

for the cheque to clear. If any cheque is returned by our bank unpaid, we reserve the right to make a £100 administration charge

#### 5. COST OF YOUR HOLIDAY

All prices quoted are in GBP sterling.

We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. The price of your travel arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' in relation to the relevant currencies.

#### Package Holidays:

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 30 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 cancelling 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.

# 6. ACCURACY

Please check all details on your invoice immediately and advise us of any inaccuracies within 48 hours of receipt. If you do not contact us within 48 hours of receipt we cannot accept any liability for errors made by us. We will endeavour to assist in all cases but if you make a mistake we will pass on any costs incurred to rectify the error. The name shown on all travel documents should match those on the passenger's passport(s). If you are getting married or changing your name, the name(s) on your passport must reflect those on your travel documents. Failure to comply with this may result in amendment charges being levied or possible cancellation of your flights. Please see clause 8.

# 7. DISABLED PASSENGERS

We are happy to give advice when choosing a holiday, however it should be noted that some resorts and/or hotels or tours may not be suitable. In order to assist you and us in ensuring your holiday is enjoyable, we must be provided with full details of any disability or special needs that may be required, at the time of booking.

# 8. AMENDMENTS 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 £100 per person, and any further cost we incur in making this alteration. In some cases, airlines require tickets to be issued on booking and where tickets have been issued changes may be treated as cancellation and will be subject to the charges shown in section 11. Please note that a change to the confirmed travel departure is regarded as a cancellation and rebooking, not an alteration to the booking. Some suppliers, particularly airlines, whose special fares in some cases are non-refundable, may consider a name or other change to an existing booking as a cancellation and rebooking, with up to 100% cancellation charges. If services booked are dependent on a minimum number using the service, we will have to recalculate the total cost based on the new number of passengers travelling. The cost may therefore increase but as this is not a cancellation charge, it may not be covered by your insurance.

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

# 9. CANCELLATIONS AND AMENDMENTS BY US/ THE PRINCIPAL

i) Package Holidays - 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 or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the number of clients required for a particular travel

arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangement less than 8 weeks before your departure date, except for reason 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 lower value). If we have offered you a comparable alternative and you choose a more expensive alternative you must pay the difference.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer.

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.

You will have the choice of 1) accepting the change of arrangements, 2) 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 3) cancelling your booked holiday and receiving a full refund of all monies paid.

Except where the major change or cancellation arises due to reasons of force majeure (see clause 14), or from circumstances outside our control, we will also pay compensation.

ii) 'Other Travel Arrangements' -Where we only act as a booking agent, particularly in the case of air tickets, we may not be notified of major change before you travel. However, where we are notified, we will advise you as soon as is reasonably possible. If the changes are not acceptable to you, we will offer you an alternative if available, or a full refund, as per the 'packages' section above. If your chosen alternative costs more, you must pay the difference. Please note that a change of airline carrier or UK departure between London airports is not considered a major change.

Service providers generally reserve the right to cancel arrangement at any time. In the unlikely event that a booking has to be cancelled for any other reason than non-payment, then a full refund will be made of all monies paid, less any booking and amendment fees or insurance premiums.

# 10. MAINTENANCE

Renovations and/or construction work may sometimes be taking place at your chosen hotel/resort during your stay, we have no control over these situations. When we have been advised of such cases and consider that it may affect the enjoyment of your holiday we will notify you as quickly as possible. However, while every effort will be made, it may not always be possible to advise you of emergency repairs to facilities, such as swimming pools, prior to your departure from the UK.

## 11. CANCELLATION BY YOU

You may cancel your booked arrangements at any time. You must give us written notice signed by the person who made the original booking. (i) Packages Holidays:

a) Prior to final payment

As making a booking incurs costs, you will forfeit all applicable deposits in case of your cancellation. b) After final payment

A cancellation at this stage will be subject to cancellation fees, which can be as high as 100% of the full amount depending on the nature of the booking and the service provider involved. Please note that any booking fee and/or amendment charges are non-refundable in the case of your cancellation. Number of days prior to departure date written advice of cancellation received:

Loss of Total Holiday - Cost %

More than 60 days - loss of deposit

59-30 days - 75% of total holiday cost

Within 30 days - 100% of total holiday cost

- (ii) Other Travel arrangements
- a) Flights prior to final payment the deposit will be forfeited. Once final payment has been made charges can be as high as 100%. Please check the special conditions concerning your itinerary.
- b) For packages please see the above scale of cancellation charges, based upon the time before departure that we receive your written notice of cancellation.
- c) Other arrangements We act as agent and the cancellation charges are applied by the principal. Cancellation conditions vary dramatically. Hotels generally attract the cost of the first night's accommodation. Car hire cancellation charges can be up to 100% depending on when the cancellation was made.

d) Insurance - if the insurance arranged by Incredible Tours Ltd does not meet your needs, a refund will be allowed if the Certificate is returned within 14 days, as long as no claims have been made and the period of travel has not started. After this 14-day period, insurance premiums cannot be refunded.

Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements

#### 12. CONDUCT

We reserve the right to refuse to accept you as a customer or to continue dealing with you if your behaviour is disruptive or threatening to our staff or suppliers in the UK or abroad. Additionally, airline pilots have the right to refuse to allow you to board an aircraft and if this occurs or we consider your behaviour to be unacceptable, your booking will be cancelled with immediate effect and we shall have no further liability to you. If you are overseas, you will be responsible for your own return home and that of any of your party. If you or any person travelling with you causes damage or injury to any property or person or cause delay or diversion of any aircraft or other form of transport, you agree to compensate us or the supplier affected for any losses and expenses incurred, including legal expenses.

#### 13. FORCE MAJEURE

We regret we cannot pay any compensation in the event of a force majeure. Force majeure includes war, threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other similar events beyond our control and that of our suppliers.

#### 14. ROUTINGS AND TIMINGS

Unless otherwise stated, the routing of your air ticket cannot be changed, once the balance has been paid. 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 passenger failure to check in on time. Flight timings are subject to change as a result of airline procedures and up to date times will appear on your final itinerary. We do not make any arrangements if there is a delay at the outbound or inbound point of departure. Most airlines however, do make provisions in such cases.

#### 15. FLIGHT RE-CONFIRMATION

Please note that a flight described on your flight itinerary as a direct will not necessarily be non-stop. All departure/arrival times for your flight are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. It is for this reason that **you are required to reconfirm all your onward and return flights with the airline** in accordance with the airline's applicable reconfirmation deadline (usually 72 hours). Incredible Tours Ltd accepts no responsibility for bookings cancelled due to non-compliance with the particular airline's rules.

# 16. PASSPORTS, VISAS AND HEALTH

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. Additionally, many countries require that your passport is valid for at least 6 months after your departure date from that country. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

It is important that you check with your GP prior to travelling for information in regards to inoculations that you may need if you are travelling to countries with high risk of disease or if you have recently returned from an infected country. Information is readily available from your local surgery or by visiting The Foreign and Commonwealth Office website: www.fco.gov.uk; www.doh.gov.uk

# 17. DESPATCH OF TICKETS

## a) e-tickets

Some airlines offer only electronic confirmation of your reservation, or e-ticketing. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. It is your responsibility to advise us if you have not received your e-ticket confirmation.

b) Tickets are only issued against full payment. Tickets and travel documents are usually sent by Royal Mail services to the invoice address unless you advise us otherwise. Tickets are generally posted to you 14 days before your departure date. If you require delivery by any other service, it can be arranged and the cost will be added to your final invoice. We cannot accept any liability for late or lost tickets if normal post is used. If you wish to collect your tickets personally the tickets will be issued and held in our office 5 working days before the proposed collection date.

# 18. LOST OR STOLEN TICKETS

Should tickets become lost or stolen, it is necessary to complete an indemnity form 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. Please be aware that this process may take up to 18 months. If you

have not received your travel documents or you have mislaid your travel documents, you must inform us at least 7 days prior to departure. Failure to do so may result in you having to pay additional charges, as special arrangements will have to be made. Tickets once sold towards a sporting event cannot be replaced if lost.

# 19. REFUNDS

Unused or partly used air tickets are to be returned to Incredible Tours Ltd. We will return the tickets to the airline for authorization and calculation of refund due. Any refund received back from the airline is then subject to loss of deposit and Airlines cancellation charges and Incredible Tours administrative charge from £100 per person, unless advised differently at the time of booking. Please note that airline refunds for partused tickets and the return half of tickets are always less than the pro rata rates and in some cases, may have no value at all. Refunds can take up to 6 months in total. Some airlines may require proof of departure from the destination country or a residency certificate, before refunding part used tickets. Please ensure that when returning tickets for refund that registered post is used.

#### 20. OUR LIABILITY TO YOU

# (i) 'Packages'

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 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, 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.

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 9. 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

# 21. PROBLEMS WHILE YOU ARE AWAY

If you have a problem during your holiday, please immediately contact your hotel, tour operator or other service provider involved. If this is not possible or satisfactory, please contact Incredible Tours Ltd. We aim to answer as soon as possible but please remember time zone differences. Please ensure that you are fully aware of all visa and health requirements for your trip. Incredible Tours Ltd does not accept any responsibility for any problem associated with the non-compliance by any person who fails to have the correct documentation for their trip.

# 22. COMPLAINTS

If you have a problem during your holiday, please inform the relevant suppliers (e.g. your hotelier) and our resort representative 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 Incredible Tours Ltd, quoting your booking reference and all other relevant information and documentation. Please keep your letter concise and to the point. Correspondence will be automatically acknowledged and dealt with as soon as possible. Please bear in mind our need to investigate matters raised with suppliers or agents involved.

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 resort. 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 resort and this may affect your rights under this contract.

## 23. PROMPT ASSISTANCE IN RESORT

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to

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, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances