

Booking Conditions

Booking your holiday

Our Booking Conditions together with the Holiday Information pages form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations.

If you did not see these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us, or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full provided you have not commenced your travel. This clause does not apply if your booking was made within ten weeks of travel.

Important – We do not make provisional bookings or hold options. Therefore, at that point when a telephone booking is made by you or your travel agent and it is verbally accepted by us, you are immediately committed and a contract will have been made between us in accordance with these Booking Conditions. You will then be liable for the deposit or full payment in the case of a late booking. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your arrangements with us will be held by that agent on your behalf until we issue our confirmation invoice, after which your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

Booking form – A signed form, whereby you accept, on behalf of all your party, these Booking Conditions must be forwarded to us without delay accompanied by the appropriate remittance. Where a booking is made through a travel agent, he must be holding a signed booking form and payment at the time the booking is made by you.

On receipt of the booking form, we shall issue a formal confirmation invoice to you or your travel agent. Where a booking form has not been received within seven working days, we shall issue a confirmation invoice based on details given at the time of booking. Any alterations thereafter may attract an amendment fee. **We ask you to check the invoice carefully as soon as you receive it and contact us immediately if any information appearing on the confirmation invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.**

We regret that we cannot accept any liability if we are notified of any inaccuracies in any document more than seven days of our sending it out and, in the case of tickets, five days. We will do our best to rectify any mistake notified to us out of these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where we made the mistake in question and there is good reason why you did not notify us within these time limits.

Deposits and final payments

The deposit payable at time of booking is £195 per person (infants excepted) or the amount agreed at time of booking. We must receive the balance of the holiday cost not less than ten weeks prior to departure. Bookings made within this period necessitate immediate full payment. Clients booking direct with us can pay by cheque or debit card but where a credit card is used, a 2% fee will be added to the amount being paid.

Prices and price revisions

We reserve the right to amend the advertised prices of holidays at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: Changes and errors sometimes occur. You must check the price of your chosen holiday at the time of booking.** The web prices were calculated on 15/1/10 as a base date using an exchange rate of Euro 1.1313; Swiss Franc 1.6574.

Changes in transportation costs, including the cost of fuel, taxes and fees such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates might cause the price of your travel arrangements to change after you have booked. However there will be no change to prices 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 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, changing to another holiday (if available) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. If 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, the holiday price goes down due to the changes mentioned above by more than 2%, then any refund due will be paid to you. However, please note 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.

Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct website errors and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking eight weeks or less before departure where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control "force majeure" as defined elsewhere. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change" before departure such as: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change to outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you, the closure of the only or all advertised swimming pool(s) at your accommodation for any extended period and, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (For significant changes) accepting the changed arrangements or
- Purchasing an alternative holiday from us of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel eight weeks or less before departure, we will pay you reasonable compensation subject to the following exceptions: we will not pay you compensation where

- we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or
- if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or
- if we cancel or make a significant change more than eight weeks before departure or
- if we make a minor change.

In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (please refer) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we shall be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Suppliers' conditions and flight times

Independent suppliers provide many of the services which make up your holiday and the suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see "Our liability").

We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you two to three weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges. Please note the existence of a "Community list" available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out elsewhere in these booking conditions. If the airline does not comply with these rules you should complain to the Air Transport Users Council on 0207 240 6061 or visit www.auc.org.uk. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be less than 2 years of age on the date of its return flight.

Cancellation by you

You, or any member of your party, may cancel your holiday at any time providing the cancellation is made by the person signing the booking form and is communicated to us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As this incurs administrative costs, we shall retain your deposit and, in addition, may apply cancellation charges up to a maximum shown below. If the reason for cancellation is covered under the terms of an insurance policy, you will be able to reclaim the charges (less any applicable excess). Claims must be made directly to the insurance company concerned. Therefore, you are strongly advised to purchase suitable Holiday Insurance at the time of booking. Once cancelled, any request to reinstate the booking will only be allowed if accompanied by full payment of the holiday cost and is subject to availability. No allowance will be given in respect of the original deposit paid.

If any member of your party is prevented from travelling, that person may transfer their place to someone else introduced by you providing we are notified not less than three weeks prior to departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or imposed by any of our suppliers as a result, together with an amendment fee of £75 must be paid before the transfer is effected. For flight inclusive bookings, you must also pay the charges levied by the airline or our flight seat supplier. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

Period before departure within which written cancellation is received	more than 56 days	56-29 days	28-22 days	21-15 days	14-8 days	7-0 days
Cancellation charge (which includes deposit paid) as % of the total price	Deposit	50%	60%	70%	90%	100%

Alterations on your part

If, after our confirmation has been issued, you wish to make any amendments to the original booking whether material or otherwise, we shall do our best, subject to availability, to make the alteration provided notification is received in writing at our offices from the person who signed the booking form, or from their travel agent, at least four weeks before departure. This must be accompanied by a payment of £50 per person to cover our administration costs. Any cost incurred by us and any costs or charges incurred or imposed by any of our suppliers are also payable by you.

For flight inclusive bookings, you must pay the charges levied by the airline or the air seat supplier. As most airlines do not permit name changes or date changes after tickets have been issued or for other reasons, amendment requests of this nature could incur a cancellation charge of 100% of the original flight cost. To secure the amendment, you may have to pay the full cost of a flight again, together with any amendment administration charge.

Alterations cannot be made within 28 days of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the relevant cancellation charges shown in the table above.

Booking Conditions

Any request for a change to the date of your holiday will be treated as a cancellation (incurring the applicable cancellation charges) and a new booking and the appropriate terms of these booking conditions will apply. The addition of car hire, extra persons, meals, in-flight meals or reserved seats at any time will not be penalised except where made within 28 days of departure when an amendment charge will be applied. Once the holiday has commenced, no refund will be made if accommodation is not occupied or is vacated prior to the end of the booked period or if pre-paid meals are not taken or car hire is cancelled or reduced in duration.

Our liability

We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:

- The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- The act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'Force majeure' as defined below.

We limit the maximum amount we may have to pay you for any claims you may make against us. The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £20 per person affected unless a lower limitation applies to your claim under this clause.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating license granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not in itself mean that the services or facilities in question have not been provided with reasonable skill and care.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

This clause is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

You must tell us and the supplier concerned about your claim or complaint as set out in 'Complaints' below. If asked to do so, you must transfer to our insurers or us any rights you have against whoever are responsible for your claim or complaint and provide ourselves and our insurers with all cooperation and assistance that may be reasonably required.

We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in "Our liability") as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Special requests and medical problems

Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret that we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. We regret that we are unable to accept a booking which is conditional on a special request being met. Also we regret that we are unable to retrieve personal possessions left behind in hotels or transport.

If you or any member of your party has any medical problem or disability which may affect your chosen holiday arrangements, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

Your responsibility

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements we offer are detailed in 'Holiday Information'. Those, other than British passport holders, must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC (see 'Holiday Information') prior to departure. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

It is also your responsibility to ensure that you do not behave in a way which may cause loss, distress or offence to any other person or which may cause the captain of any aircraft or vessel or a proprietor of any accommodation to refuse to carry or accommodate you. Finally, it is your responsibility to ensure that you comply with the conditions of carriage of any airline or transportation company whose services form part of your holiday. If you fail to discharge any of these responsibilities we will not be liable to you in any way and you will have to meet any additional costs or expenses which may arise, including the costs of any replacement transport or accommodation you may have to purchase and/or any out-of-pocket expenditure sustained as a result of your acts or omissions.

Complaints

If you have a problem during your holiday you must inform the relevant supplier of services and our representative or agent immediately, who can then endeavour to put things right. This is particularly important at hotels, because we have no day-to-day control over their operation. However, if your complaint cannot be completely resolved locally, you must complete a Customer Services Report Form, which can be obtained from our local representative or ourselves, stating full and final details of any dissatisfaction. This form must be submitted to us within 28 days of your return home. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question and to our representative whilst in resort, obtain a written report form and ensure it reaches our UK office within the prescribed time. If you fail to follow this simple procedure any entitlement you may have to compensation may be extinguished, or at least substantially reduced, as we have been deprived of the opportunity to rectify the problem or undertake a timely investigation.

Arbitration

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 at <http://www.abta.com>. The arbitration scheme is arranged by ABTA and administered independently by IDS, 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 IDS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, 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.

Data Protection

For the purposes of the Data Protection Act 1998, we are a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary or medical condition which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you.

We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to involve suppliers domiciled outside these countries.

We would also like to store and use your personal details for future marketing purposes, for example sending you a brochure or details of a promotion including by email. All details you give us in connection with your booking, including those relating to any disability or medical condition or your religious beliefs, will be kept but we will use names and contact details solely for our own marketing purposes unless you have indicated you would/would not be happy for us to do so (as applicable).

If you do not want us to do any or all of these things, please let us know as soon as possible. We are entitled to assume you do not object to our doing any of the things mentioned in this statement unless you tell us otherwise in writing. Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within forty days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal details which we are processing are inaccurate or incorrect please contact us immediately.

Law and jurisdiction

Your contract is with JA & AS Bissell trading as Castaways Worldwide Travel & Castaways World Holidays, 2-10 Cross Road, Tadworth, Surrey KT20 5UJ. English law governs this contract and all matters arising out of it unless proceedings are brought in Scotland or Northern Ireland or the Republic of Ireland in which case you may choose to have your contract governed by the law of Scotland/Northern Ireland/Republic of Ireland as applicable. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (see "Complaints") or by the Courts of England and Wales unless proceedings are brought in Scotland, Northern Ireland or the Republic of Ireland in which case you may choose to have your contract governed by the law of these Countries as applicable. Package Holiday Regulations – Irish Republic: Our agent for service of any proceedings is: Frymount Limited, First floor, Fitzwilton House, Wilton Place, Dublin 2.