

Your financial protection

We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from us you will receive a confirmation invoice from us or via our authorised agent through which you booked confirming your arrangements and your protection under our Air Travel Organiser's Licence number 1140. 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 www.atol.org.uk. When you buy accommodation-only or a holiday that does not include a flight, protection is provided by way of a bond given by Barclays Bank plc and held by ABTA.

Booking your holiday

Our Booking Conditions together with the Holiday Information contained in this brochure and website form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. If you had not seen 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 10 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.

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. The balance of the holiday cost must be received by us 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.

Holiday prices

We reserve the right to alter brochure and website prices. We shall inform you of the current price of anything you wish to book before your contract is confirmed.

The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

Changes and cancellation by us

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. However, we will not cancel your travel arrangements less than ten 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 you compensation based on the number of days before departure within which notice of Cancellation or a major change is received by us or notified to you: 56+ Nil, 56-29 £10, 28-15 £20, 14-0 £30. The compensation we offer does not exclude you from claiming more if you are entitled to do so.

In accordance with EU regulations 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by informing you of the name of the airline at the time of booking. 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 eight 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 or your travel agent 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 holiday 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 above.

Force majeure

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, epidemics and pandemics, unavoidable technical problems with transport.

Alterations on your part

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 or your travel agent. You will be asked to pay an administration charge of £30 per person 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. Travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation of up to 100% of that part of the arrangements.

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 below. 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 21 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.

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. 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.

Cancellation by you

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. If the reason for your cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

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%

Our liability

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 your 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 twice 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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our office. 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 above. 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.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

Your responsibility

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.

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, 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 or ourselves 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 are a Member of ABTA, membership number V6913. 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. 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. 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. Your request for arbitration must be received by ABTA within twelve months of the date of return from 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 can request ABTA/IDRS Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

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.

Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

Data Protection

For the purposes of the Data Protection Act 1998, we are a data controller. To enable us to complete your booking, we need to collect certain personal data from you such as passport details, passenger names and contact numbers, credit/debit card or other payment details, special needs, medical or dietary conditions. We take full responsibility to ensure the security of all this data.

We need to pass these details to our suppliers e.g. airlines, hotels, car hire and transport companies, immigration and other public bodies, either voluntarily to facilitate the booking, or by law.

Your contact details will enable us to mail future brochures or marketing offers. If you prefer not to have this contact, please inform us at the time of booking.

Contract 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. This contract and all matters arising out of it are governed by English law 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.

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Holiday Insurance

Because it is vitally important to be protected for unexpected cancellation charges, medical expenses, air ambulance, baggage loss, personal accident, missed or delayed flight, our Booking Conditions require all persons to be suitably insured, as we categorically decline to accept liability for any loss or problem encountered as a result of any person being uninsured or having inadequate protection.

You should purchase a suitable travel and holiday insurance policy as soon as possible after making a booking. Your travel agent will be able to assist. Other suppliers of insurance are banks, building societies, Post Office, insurance brokers and some supermarkets. Because of FSA regulations and the competitiveness of the insurance market, we do not offer cover ourselves.



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