

Carte Blanche Booking Conditions Non-Abta Package Tour Operators.

These Booking Conditions will form the basis of your agreement with **Carte Blanche Travel Limited**. They apply only to holiday arrangements which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking conditions to **arrangements** mean such holiday arrangements.

Please note that the following conditions only apply where you book a prearranged combination of at least two from the following:-

(a) transport

(b) accommodation

(c) other tourist services accounting for a significant proportion of the package and which are not ancillary to transport or accommodation. In all other circumstances, The Company acts only as a booking agent for the supplier concerned, and accepts no liability for the provision of the product/service involved. In these circumstances, your contract will be with the supplier of the arrangements in question and the terms and conditions of that supplier will apply to your booking. Those terms and conditions may limit and/or exclude the supplier's liability to you. Copies are available on request from us.

Changes to these Booking Conditions will only be valid if agreed by one of our directors in writing.

1. Booking and Confirmation

Before you make a booking, please call us to discuss your requirements, after which we will prepare a preliminary written quotation containing information about the arrangements you choose. If you wish to proceed with the arrangements detailed, please call us to confirm the prices and other details provided in your preliminary quotation, and send us a completed and signed booking form along with the payments referred to in clause 2 below. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. He/she must be at least 18, and be authorised to make the booking on the basis of these Booking Conditions by all persons on the booking. By signing the booking form, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. After we receive your booking form and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we despatch this invoice to the party leader. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

English Law alone will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must only be dealt by the Courts of England and Wales.

2. Payment

In order to confirm your chosen arrangements, you must pay a deposit of 20% of the full cost of your holiday (or full payment if booking within 8 weeks of departure). You must also pay all applicable insurance premiums if you wish to purchase the insurance policy we offer.

The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 8 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 4 below will become payable.

3. The price of your arrangements

We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed. The price of your chosen holiday will be confirmed at the time of booking.

Once the price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements. Only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and amendment charges), will we make an additional charge. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 4 below.

If you do not inform us of your choice within 14 days from the issue date printed on our additional charge invoice, we are entitled to assume that you will pay the additional charge.

Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. We will not to levy an additional charge nor make a refund within 30 days of departure.

4. Changes and Cancellation by you

If you need to make any changes to your confirmed arrangements, you must request the change in writing as soon as possible. Whilst we will try to assist, we cannot guarantee that such requests will be met. Where we can meet them, an amendment fee of £40 (or 60 euros if paying in euros) per person will be payable along with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
More than 86 days	Deposit
46 – 85 days	50%
32 - 45 days	70%
15 – 31 days	90%
14 days or less	100%

You may be able to reclaim these charges (less any applicable excess) under the terms of your insurance policy.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure and you pay an amendment fee of £40 (or 60 euros if paying in euros) and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. For flight inclusive bookings, you must pay the charges levied by the airline concerned and because most airlines do not permit name changes after tickets have been issued, these charges are likely to be the full cost of the flight.

5. Insurance

We consider adequate travel insurance to be essential, which should cover in particular cancellations by you and assistance in the event of accident or illness. We can recommend an appropriate insurance provider. Please ask for details at the time of booking. Insurance cover will not be effective until you make payment of premiums in full.

Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

6. Changes and cancellation by us

Because we begin planning the arrangements we offer many months in advance, we must reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside our control/“force majeure” as defined in clause 7 below.

Most changes are minor but occasionally, we may have to make a “significant change”. Examples of “significant changes” include the following when made before departure; a change of accommodation area for the whole or a major part of your holiday, a change of accommodation to that of a lower official classification for the whole or a major part of your holiday, a change of departure point to one which is more inconvenient for you, a change of outward departure time or overall length of your holiday of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements or

(b) purchasing alternative arrangements from us, of a similar standard to those 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,

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel 8 weeks or less before departure, subject to the exceptions below, we will pay you the following amount in compensation:

Period before departure a significant change or cancellation is notified to you [or your travel agent]	Compensation per person (excluding infants)
86 days or less	£25
32 – 85 days	£50
15 – 39 days	£75
14 days or less	£100

We will not pay you compensation where we make a significant change or cancel more than 8 weeks before departure or in the event that 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.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time.

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” (see clause 7) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

7. 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. 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 obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 8.1. below) as a result of force majeure.

8. Our Liability to you

8.1. 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.

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

(a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

(b) 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

(c) ‘force majeure’ as defined in clause 7 above.

8.3. 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 £50 per person affected unless a lower limitation applies to your claim under this clause or clause 8.4. below.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 8.4. below.

This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

8.4. 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 licence 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.

8.5. 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.

8.6 The standards and regulations of the country in which the facts giving rise to your claim or complaint occurred and the promises we make to you about your arrangements, will be used as the basis for deciding whether the arrangements in question were provided with reasonable skill and care. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

8.7 This clause 8 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.

8.8. You must tell us and the supplier concerned about your claim or complaint as set out in clause 10 below. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

8.9. 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.

9. Complaints and problems.

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be confirmed in writing as soon as possible. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 28 days of your return giving your booking reference and full details of your complaint. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause.

10. Behaviour.

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

11. Special requests and medical problems

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

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.

12. Excursions

We may provide you with information about activities and excursions which are available to purchase through independent suppliers in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these booking conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

13. Visas, Passports and Health requirements

Visas. Many countries require entry visas which must be obtained before the date of departure. The visa requirements for each country depend on many factors, such as nationality, length of stay, purpose of stay and they can change at short notice. Therefore although we can provide advice on the current requirements, it is essential that you contact the relevant embassy at least 30 days prior to departure. We **Carte Blanche Travel Limited** will not be held responsible if you fail to obtain or comply with the relevant visa requirements.

Passports. It is an entry requirement of most countries that you and all members of your party, including children, are in possession of valid passports at the time of travel. Recent legislation requires that passports are valid for 6 months after you return date and the airlines/immigration official may prohibit access unless this rule is observed. Please also ensure that the name on the passport corresponds with your airline tickets and that your passport contains sufficient blank pages to allow for immigration stamps.

Carte Blanche Travel Limited will not be held responsible if you fail to obtain or comply with relevant passport requirements.

Health and vaccinations. Many countries require certificates for mandatory vaccinations depending upon recent travel and current policy. In addition, the World Health Organisation and UK authorities have their own recommendations that change from time to time. Therefore it is essential that you contact your doctor or a qualified practitioner for advice on vaccinations and prophylaxis required in any of the countries to be visited.

*Please note that as tour operators we are not qualified to provide medical advice. Some vaccinations and prophylaxis courses must be started up to 12 weeks before travel, so contact your doctor in plenty of time. **Carte Blanche Travel Limited** will not be held responsible if you fail to obtain or comply with relevant health requirements.*

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 to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

14. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority ATOL number 9605. This means that in respect of all arrangements including a flight with its first sector departing from the UK or if you were in the UK at the time the booking was made, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or 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

Please note that these arrangements will not cover any non-flight inclusive arrangements.

15. Prices and Brochure Accuracy

Please note: The information and prices shown in the preliminary quotation may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the information provided, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

This brochure is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it.

16. Delay

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 8.1. of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time) or unless it has a significant effect on your holiday arrangements.

17. Flights

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 on your quotation 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 despatched to you approximately two 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 despatched - 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 hyperlink 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 the price of your arrangements from us. Your rights to a refund and/or compensation from us are set out in clause 8 above. If the airline does not comply with these rules you should complain to the air transport users council on 020 7240 6061 or www.auc.org.uk.

Carte Blanche Travel
PO BOX 50465
London W8 9DB
United Kingdom

Telephone
+44 (0)20 7376 1950

Email
info@carteblanchetravel.com

carteblanchetravel.com

ATOL Number:
9605



Carte Blanche
Travel Limited
Registered In
England & Wales

Number:
6248572

Registered Address
J304, Tower Bridge
Business Complex,
100 Clements Road
London SE16 4DG
United Kingdom