

Booking Conditions

Please read these Terms and Conditions carefully. They contain important information about your holiday contract.

1 CONTRACT

Your contract is with Western & Oriental Travel Ltd, trading as Kids in the Med, of Welby House, 96 Wilton Road, London SW1V 1DW. Western & Oriental Travel Ltd are holders of an Air Travel Organiser's Licence (ATOL 6094) which will ensure that your money is refunded or you are repatriated in the unlikely event of our insolvency.

A binding contract is only entered into when we issue a confirmation invoice after we have received your completed booking form and deposit. By signing the booking form and making a booking you accept that you have the authority to bind all members of your party to those terms and conditions. It is essential that you check the travel details on the confirmation invoice and inform us immediately of any errors.

2 PAYMENT FOR YOUR HOLIDAY

A deposit of 10% or £250 per person whichever is the greater, is required at the time of booking. The balance is due 10 weeks prior to departure. If the booking is made less than 10 weeks before departure, the full amount is due on booking. If any balance remains unpaid, travel documentation will not be issued and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below.

Final travel documents will usually be sent out approximately 2 weeks before departure. All money paid to a travel agent will be held by the agent on our behalf. Payment must be in the currency of the invoice and you are responsible for bank charges.

In certain circumstances, a higher and non-refundable deposit may be required. This will be notified at time of booking.

3 INFORMATION

Whilst we make every effort to ensure that the information in our brochure is as accurate as possible, it is published many months before your holiday takes place. We reserve the right to make changes to the brochure and any information it contains. You will be informed of any material changes before booking.

4 KID'S CLUBS AND WATER SAFETY

Opening times and fees for Kid's Clubs are provided for guidance only and can be changed without notice. Closure is usual on public holidays and feast days. Some hotels do not provide lifeguards at the pool or beach so we strongly recommend that you do not leave children unattended in or by the water.

5 HOTEL FACILITIES

Whilst travelling in May or October offers great value for money and tranquil resorts, it should be noted that some hotel facilities such as some of the swimming pools or some restaurants may be open or closed depending on the hotel occupancy. Please check with us if you intend travelling in these months and your holiday choice is dependent on a specific facility being open.

6 ADVANCE PASSENGER INFORMATION

A number of destinations are now requesting immigration information details prior to your arrival. These are advanced to the airlines, usually a few days prior to your arrival. In the unlikely event of refusal of entry, or non acceptance of airline boarding through non compliance of immigration approval, no refund on travel arrangements will be permitted and any additional costs will be borne by the named clients.

7 AMENDMENT AND CANCELLATION BY YOU

(A) AMENDMENT

We will do our best to assist you in altering your arrangements after booking but cannot guarantee this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we reserve the right to charge a £50 administration fee plus any applicable charges levied by our suppliers. We also reserve the right to treat any amendment less than 10 weeks prior to departure as a cancellation and apply the cancellation charges set out below. If you are prevented from taking your holiday for reasons beyond your control, you may transfer your booking to a person acceptable to us and who fulfils any conditions that may apply to the holiday. Any replacement accepted by us will be bound by this contract and will be jointly and severally responsible with you for payment. We reserve the right to charge an administration fee of £70 for such a transfer.

(B) CANCELLATION

All cancellations must be made in writing by the person who made the booking and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges:

Number of days prior to departure when cancellation notice received	Cancellation charge as percentage of total holiday price
Up to 70 days	Forfeit deposit
69-43 Days	50%
42-31 Days	75%
30 Days or less	100%

* Special cancellation terms apply to holidays with low-cost airline flights

8 AMENDMENT AND CANCELLATION BY US

(A) AMENDMENTS

It is occasionally necessary for us to make changes to advertised products and services as described in Clause 3 and we reserve the right to make those changes. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable. If the change is material (for example, a change of flight time by more than 12 hours, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of (i) accepting alternative arrangements or (ii) arranging an alternative holiday with us or (iii) cancelling your holiday. Whichever option you choose we will pay you compensation unless the change has been caused by force majeure or low bookings as defined below.

Days before departure	Compensation per person
43	Nil
42 - 29	£40
28 - 15	£50
14 - 0	£70

(B) CHANGES DURING THE HOLIDAY

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation.

(C) CANCELLATION BY US

Whilst we hope we will never have to cancel your holiday, this does very occasionally happen and we reserve the right to do so. We will do our best to offer alternative arrangements of a comparable or better standard, together with a price refund if appropriate, or will give you a full and prompt refund. In addition we offer compensation on the following scale:

Days before departure	Compensation per person
43	Nil
42 - 29	£40
28 - 15	£50
14 - 0	£70
6 - 0	£150

(D) FORCE MAJEURE

Compensation will not be payable in any cases where an amendment, change or cancellation is due to "force majeure", being unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes of schedules or operational decisions of transport providers.

9 PRICES

All prices advertised or quoted are for guidance only and do not include festive periods and are subject to change, up or down, until the booking is concluded. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, taxes (including VAT), fees chargeable for services (including landing taxes and embarkation and disembarkation and security fees at airports), Government action or exchange rate variation. If the surcharge would increase the cost of your holiday by 10% or more, you may cancel and receive a full refund (except insurance premiums). We will, in any event, absorb the first 2% of any increase. No surcharges will be made within 30 days of departure.

Prices in this brochure were calculated on the exchange rate of £1 = €1.37 and £1 = \$1.97

10 OUR RESPONSIBILITIES TO YOU

We take care to ensure that all involved in the preparation and supply of your holiday maintain the highest standards. Please remember that the appropriate standards will be those prevalent in your destination.

(a) We will pay reasonable compensation (subject to (c) below) if the product supplied to you is not of the standard described or contracted for by you. This compensation will be limited (except in the case of death or injury) to no more than three times the holiday cost attributable to the complaint.

(b) If you suffer death or personal injury as a result of any part of your holiday contract, we will (subject to (c) below) accept responsibility and will pay compensation. We incorporate into this contract and claim the benefit of any limitation of liability provided for in any international treaty or convention which governs any part of your holiday arrangements, including but not limited to, air, sea and rail travel and hotel accommodation.

(c) Our liability to you does not apply if you or any member of your group is at fault; if the failure is the fault of someone else not connected with providing the services which form part of our holiday contract with you; the failure is due to any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all care possible or the failure is due to any event which we or the supplier of any service could not help, expect or prevent.

(d) Any acceptance of liability is subject to you agreeing to assign to us your rights against any third party responsible for the events leading to your claim and to you affording us all necessary assistance in pursuing that claim.

11 YOUR RESPONSIBILITIES TO US

(a) If you have any complaint or problem whilst on holiday you must inform us, our representatives or the supplier as soon as possible to give us the maximum opportunity to rectify it. Any unresolved complaints must be notified to us in writing within 30 days of your return.

(b) It is your responsibility to ensure that all necessary passport (with 6 months validity from the return date of travel), visa, vaccination and other health documents are in order. We will provide you with a list of relevant requirements.

(c) It is your responsibility to arrange suitable personal travel insurance cover. We will provide you with details of a suitable policy. If you decide not to take this, you must provide us with details of your own cover before departure. We reserve the right not to issue travel documents in the absence of this information.

12 SPECIAL REQUESTS

Whilst we will endeavour to comply with any special requests such as airline seating, diets, room requirements, we can only do so on a "goodwill" basis. As these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided.

13 EXCURSIONS AND ACTIVITIES

We are only responsible for excursions and activities sold by us and which form part of your holiday contract.

13 JURISDICTION

This contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

