

# **BOOKING CONDITIONS**

1. This contract is between Island Getaways Ltd (“IGL”) and each person named on the booking (“you”). This contract commences the moment a payment is made by you. A holiday Confirmation/Invoice is the contract. Anything not mentioned in the contract is not included. You warrant to carefully check the contract. Any discrepancies on the contract must be notified by you to IGL in writing within 48 hours of its receipt by you (deemed to be immediate if sent by fax or email and 2 days after posting if sent by post). In the absence of written Notice of discrepancy from you, the Confirmation/Invoice will be deemed correct in all respects.
2. Subject to your statutory rights, all bookings are non-changeable and non-refundable.
3. Adequate Travel Insurance is essential. By making and proceeding with this contract you warrant to IGL that all persons named on the contract have adequate Travel Insurance.
4. No credit/debit card fees are payable by you if a card is only used to pay an initial deposit (or deposit + Insurance) with the balance of monies due being paid by cheque\*, Cash, Postal Orders, Bankers Draft, Building Society Cheque. If full payment is made at time of booking or if the balance of monies due is paid by credit/debit card then a £40.00 (per payment) card usage fee applies. **\*Note: Cheques cannot be used as payment within 21 days of travel.**
5. Prices include VAT on EU holidays and are based on 1.1234 Euros per Pound as the exchange rate at NatWest Bank on the 22nd October 2010 when we costed our 2011 holidays. As allowed by Law, we reserve a right to increase or decrease holiday prices at any time. We reserve the right to increase your holiday price as a result of changes in our costs of supplying your holiday arising from changes items such as (but not limited to) transport charges, currency variations and Government action. If we do this, we will post you an invoice about 4 weeks before your holiday showing the amount you owe (including, as with price decreases, an administration charge) which you must be pay to IGL within 14 days. If the increase is less than 2% of the holiday price on your invoice (excluding insurance premiums and any amendment charges) we will absorb such changes in our costs and will only pass on increases above that. If any change in our costs causes a reduction in your holiday price, we will not make refunds of amounts less than 2% of your holiday price (calculated as above) but will refund in full amounts exceeding such 2%, after deducting an administration charge. If an increase is more than 10% of the holiday price (calculated as above) then only in these circumstances you may cancel your booking but only if you do so in writing within 7 days of the date of the invoice showing such price increase. You would then receive a refund of all monies paid to us (except any amendment charges already paid). Due to supply/demand, holiday prices go up/down on a day-to-day and even hour-to-hour basis. This clause is not meant to reflect price changes by supply/demand. If supply/demand causes the price of your holiday to go up or down after you booked then that will not be cause to vary your holiday price. Such **PRICE GUARANTEE** against simple supply/demand changes is fair to both you and IGL.
6. Accommodation/transfers & tours etc are only for persons named in this contract. Clients are not permitted to share accommodation or services, or allow anyone else to stay with them, or allow anyone else to use any of the booked services that form part of your 'package'. Each client is responsible for any damage caused to holiday accommodation during their stay and any charges made by accommodation providers in this respect must be paid by you locally at the time of the incident.
7. You are contractually obliged to behave reasonably with IGL before and after travel and at all times during the holiday. If in the opinion of any person in authority such as (but not limited to) IGL staff, air crew, accommodation provider, coach driver or agent of the company, any client appears unfit to travel or because of anti-social behaviour is likely to cause concern, upset, or disturb others or cause damage, then we reserve the right to terminate his/her holiday arrangements immediately, without notice and without liability to make alternative arrangements for him/her, nor to offer any refund(s). Should we need to exercise our right in this respect then, if it is before the client has commenced an outbound journey, we will treat it as a cancellation of the contract by the client. If it happens after the holiday has commenced then we will treat it as a holiday being aborted/terminated by the client.
8. All timings, routings, and travel arrangements are provisional until confirmed with final travel documents and even then may change due to circumstances beyond our control. We reserve the right to substitute, if we see fit, items such as (but not limited to) airlines, airports, aircraft, ferries, mode of travel, holiday hotels and resorts if operational matters or force majeure situations cause us to do so. A change in travel times but which remain within 24 hours of the planned travel time is considered a minor change for which no compensation is due. In the event of a change of travel time by more than 24 hours you should contact your Travel Insurance. A change of resort or hotel by IGL more than 14 days before travel will be considered a minor change for which no compensation is due provided the alternative hotel or resort is comparable to the original booked. A change of airport or change of hotel within 14 days of travel will constitute a major change for which each client will be due no more than £25 compensation.
9. Travel delays occur. Unless the delay is covered by statute, no refreshments will be provided nor compensation due to you other than what might be available from your Travel Insurance. You are advised to carry sufficient cash when travelling for refreshments in the event of a delay and to keep your Travel Insurance with you for instant/constant reference.
10. Holidays are sold by IGL/booked by you on the basis that IGL needs a minimum number of clients to operate the holiday. If minimum numbers are not achieved then IGL will write to you no later than 28 days before the holiday to confirm the situation, to cancel the departure, to arrange an alternative date (if available) or to arrange a full refund. In the event of a cancellation due to lack of numbers no compensation to you applies other than a full refund. Similarly, in such circumstances you agree we are not liable for consequential losses that you may incur such as, but not limited to, pre-booked taxis or pre-booked airport parking.
11. IGL is confident you will not find cause for concern or complaint about your holiday. If you feel concern or complaint is warranted you are contractually bound to immediately raise the issue direct to the supplier of the service in question. If he/she cannot rectify the matter you must immediately raise the issue with IGL's local agent. If he/she cannot rectify the matter you must immediately call IGL on **01983 721111** (from abroad **0044.1983.721111**). No retrospective complaint will be accepted if you do not comply with your obligations herein. Any retrospective complaint must be in writing to IGL within 14 days of the end of the holiday. In the unlikely event a complaint cannot be resolved amicably, then as IGL's holidays are all from England and Wales, both you and IGL hereby agree to restrict all resolutions to the Jurisdiction and Laws and Courts of England and Wales.