

**These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with DERTOUR. Please read them carefully as they set out our respective rights and obligations.**

These Booking Conditions apply generally whether you have booked one of our Packages (Inclusive Price Combinations) or our single component items, e.g. accommodation or transport only. Please note however that where you have purchased a single component, there is a different condition as to liability.

Please see 'Our Responsibilities' clause below.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a) He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b) He/she consents to our use of information in accordance with our Privacy Policy;
- c) He/she is over 18 years of age and resident in the United Kingdom

**Booking and Paying For Your Arrangements**

A booking is made with DERTOUR when a) you tell us that you would like to accept our written or verbal quotation, and b) you pay us a deposit of £150 unless advised differently at the time of booking (or if booking within 8 weeks of departure, full payment) For River Cruises, British Airways, KLM and Low Cost Airline bookings you will be advised of the deposit amount at the time of booking. When we issue you with a confirmation invoice, a binding contract will come into existence. Upon receipt, if you believe that any details on the confirmation or any other documents are wrong you must advise us immediately as changes may not be possible later.

The balance of the cost of your arrangements (including any applicable surcharge) is due 8 weeks prior to scheduled 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 below will become payable. All credit card bookings will be subject to a 2% handling fee.

**Your Financial Protection**

When you buy an ATOL protected air holiday package or flight 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 1839. We are a Member of ABTA. Package holidays that don't include air travel are protected by our ABTA bond (V4570). In these cases, in the unlikely event of our insolvency, the CAA or ABTA 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 see [www.atol.org.uk](http://www.atol.org.uk) and [www.abta.com](http://www.abta.com).

If you book arrangements other than a package holiday, the above financial protection does not apply. 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 on ABTA's website [www.abta.com](http://www.abta.com).

**Pricing**

The price of your travel arrangements has been calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" of 22 June 2009 in relation to the following currencies: £1.00 Sterling = 1.18 Euro

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.**

The price of your holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. 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 (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, any amendment charges and/or additional services or travel arrangements. Should 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. There will be no change made to the price of your holiday within 30 days of your departure.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that 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.

**Travel Insurance**

We reserve the right to refuse or cancel a booking if you do not have personal travel insurance. We will treat any cancellation for this reason as a cancellation by you and the cancellation charges will be payable as set out below. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. We reserve the right to request full details of your insurance policy however please note that we do not check insurance policies for suitability. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover. You are strongly advised to take out insurance which will cover any damage which may occur to property which belongs to other people and which may get damaged.

**Cancellation by You**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices at DERTOUR, 18 Conduit Street, London W1S 2XN Please note proof of postage is not proof of receipt. You will be responsible for applicable cancellation charges up to the maximum shown below, unless otherwise advised. (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

More than 60 days for River and Ocean Cruises	deposit only
More than 56 days for other holidays	deposit only
55 - 43 days	40%
42 - 29 days	60%
28 - 08 days	80%
07 - 00 days	100%

**Changes by You**

If you wish to change any part of your booking you must inform us in writing. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. All changes will be subject to any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

**Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

**Changes or cancellations by us**

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may have to make changes both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. Occasionally we have to make a "significant change" such as a change of property to that of a lower standard, changing the departure time by more than 12 hours or change of area. If a "significant change" or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before departure. All other changes are treated as "minor" in which case we shall have absolute discretion as to whether you are notified. If we have to make a significant change or cancel your booking, and provided that there is time to do so before departure, we will offer you three options:

- a) Accepting the alternative booking arrangements as offered to you;
- b) Transferring to an alternative booking (please note that the price may differ from your original booking); or
- c) Cancelling your booking (together with a refund of any sums paid).

Following our offer of the alternative booking arrangements, you must notify us of your choice within a reasonable time. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements. The above options are not available where any change is a minor one or where the changes or cancellation by us arises out of alterations to the confirmed booking requested by you. In addition, if we make a significant change or cancel your booking within 8 weeks before the date of departure we will pay you compensation in accordance with the provisions set out below subject to the following exception: no compensation can be paid and no liability beyond offering you the above options (where applicable) can be accepted where we are forced to make a change or cancellation as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances may include, but are not limited to those listed under "force majeure".

If we make a major change or cancel, less than 8 weeks before departure, we will also pay compensation as detailed below:

43 - 56 days	£20
29 - 42 days	£30
15 - 28 days	£40
00 - 14 days	£50

The above sets out the maximum extent of our liability under this clause and we regret we cannot meet any expenses or losses you may incur as a result of inconvenience suffered. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable.

### Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.

### Our Responsibilities

#### Single Components

If you have purchased a 'single component' i.e. Accommodation or transportation only, we will accept responsibility only for our own negligence e.g. If we have negligently misdescribed the accommodation etc, or if we have been negligent in our choice of supplier.

We will NOT be responsible for the negligence of our supplier's their employees, servants or agents.

#### Package Holidays

Subject to these booking conditions, your holiday arrangements will be made or performed using reasonable skill and care. We will be responsible if our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care as long as they were acting within the course of their employment or carrying out work which we had asked them to do.

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

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

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.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

- (b) **Claims not falling under (a) above or involving injury, illness or death**

The maximum amount we will have to pay you is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) 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.

### Complaints

If a problem occurs whilst you are abroad, you must inform the relevant supplier immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction at the time, you must also contact us immediately by telephoning our offices, so that we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return to the UK quoting the original booking reference and giving all relevant information. **PLEASE NOTE:** Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

### Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

### Refunds

Any amounts due to you will be paid upon request within 28 days.

### Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details by writing or emailing us, before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible.

### 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.

### Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk). Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk). For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

### Delays and other Travel Information

We regret we are unable to offer you any assistance should a delay disrupt your itinerary. Any airline or other transport provider concerned may however provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay which is due to any of the reasons set out in Force Majeure of these booking conditions. The latest flight timings will be shown on your tickets which will be dispatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

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.

### Guest Behaviour

We reserve the right to terminate your booking arrangements with us immediately, should you or your party fail to conduct yourselves in an orderly manner. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party.

### Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only (if not referred to ABTA Arbitration).

### Data Protection

Full details of our data protection policy are available upon request.