



# GULLIVERS' BOOKING CONDITIONS

## England Tour to Sri Lanka 2012

### Financial Security

Your contract will be with Gullivers Sports Travel Ltd of registered office TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL (registered number: 2746479) a member of the TUI Travel PLC Group of Companies.

When you buy an ATOL protected air 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 3720. 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 at [www.atol.org.uk](http://www.atol.org.uk). For package holidays which do not include travel by air we have arranged a bond with ABTA Limited, membership number V8321. If you buy arrangements other than a package holiday, this financial protection does not apply. 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. Further information on the Code and arbitration can be found at <http://www.abta.com/>.

### Your Holiday Contract

Bookings must be made in writing on our Booking Request Form or via the online Booking Process at [www.gulliverstravel.co.uk](http://www.gulliverstravel.co.uk), and accompanied by the appropriate deposit. The contract between us will be created when we send written confirmation in the form of our tour confirmation and invoice. Cancellations must also be made in writing.

### Warranty

When making this booking, you warrant that you have the authority to enter into this contract on behalf of all other members of your party and that you are responsible for ensuring due payment of all monies payable in respect of this booking, in the event of default by any member of the party.

### Minimum Numbers

All tours have been based upon a minimum number of passengers travelling together, and in the unlikely event that this number is not reached, we reserve the right to cancel the tour, offer an alternative date, after the same date with any relevant supplement or refund all monies paid. We will advise the passenger no later than 8 weeks prior to departure if the minimum numbers required for a tour have not been achieved.

### Prices

The price of your holiday is subject to surcharges if increases occur in transportation costs (including fuel), dues, taxes (such as increases in or imposition of VAT or other Government imposed taxes) or fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and at airports and currency fluctuation. In the case of all surcharges we will endeavour to advise you as soon as possible and we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged and we will forward an amendment invoice reflecting any changes made. However if the surcharge means paying more than 10% extra on the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges. If you do decide to cancel because of this you must do so within 14 days of the date of issue of the amendment invoice. No surcharges will be applied 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. Prices are in pounds sterling and have been calculated at the following exchange rates: USA 1GBP = 1.6 US Dollars.

The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty. At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

### Payment

If you are booking after Friday 27 January 2012, you must pay the full amount at the time of booking. If you book earlier and send a deposit, then we must receive full payment by Friday 27 January 2012. If you do not pay in time, your holiday may be cancelled and cancellation charges will be due. Payment may be in the form of cash, cheque, banker's draft or by suitable credit card recognised by Gullivers Sports Travel.

### Health and Travel Advice

It is your responsibility to check with your doctor at least two months prior to departure for the latest requirements, recommendations and any associated costs. A copy of the 'Health Advice for Travellers' issued by the Department of Health can be provided upon request. It is your responsibility to check any country related travel advice before embarking on your trip. Specifically any advice issued by the British Foreign and Commonwealth Office: [www.fcdo.gov.uk](http://www.fcdo.gov.uk).

### Passports and Visas

It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your holiday, and to ensure that you meet the entry requirements of the countries that you are travelling to. Requirements may change and you must check the up to date position in good time prior to departure. The name in the passport must match the name on your ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect documentation. Passenger information is required in advance by a number of countries and airlines. It is your responsibility to provide this information to us or the airline as instructed. Failure to do so may result in you being denied boarding or refused entry to your destination. Emergency Contact Details are required. It is your responsibility to provide this information and you will be liable for any costs incurred.

### Behaviour

Gullivers Sports Travel has a responsibility to look after the health and safety of its staff and clients. We will endeavour to promote equal treatment in the provision of our services and ensure that staff and clients are treated with respect at all times. Any behaviour that may cause offence or create an uncomfortable or intimidating environment for our staff or other clients will not be tolerated. If, in the opinion of the Gullivers Sports Travel representative/escort, your behaviour, or the behaviour of anyone in your touring party, is such that it disrupts the tour party or upsets our staff or other clients and impairs their enjoyment of the tour, you will be given a warning that such behaviour must cease immediately. We reserve the right to terminate all holiday arrangements immediately without refund to you where unacceptable behaviour persists or, at any time, if the circumstances justify it.

### Flight Timings

The flight timings (in the tour brochure), although correct at the time of going to press, can be subject to alteration by the various foreign and UK Airport Scheduling Committees or for operational reasons. Clients are advised that they must adhere to the timings as set down in the final documentation.

### If you have a problem or complaint

In the unlikely event of a complaint whilst on holiday, you must tell our local representative or agent who will try and solve the problem on the spot. If the complaint cannot be resolved there and then, you must send a written complaint to reach us within 35 days of the end of your holiday in order that we may investigate fully. Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may if you do so wish be referred to arbitration under a special scheme administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Limited, 30 Park Road, London, SE1 9EQ, [www.abta.com](http://www.abta.com). The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone

with restricted liability on the client 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 Request Form. Where a claim includes, in part, a claim for personal injury or illness, a limit of £1,000 per person applies to that part of the claim. The rules of the scheme provide that the application for the arbitration must be made within nine months of the date of return from the holiday but, in special circumstances, it may be still offered outside this period. Information regarding complaints may be shared with other tour operators.

### Room Sharing

If you are travelling solo and opt for us to find you a room sharer(s), you will be notified of the availability of a sharer(s) at the time your final balance is due (Fri 27 Jan 2012). If, at that time, we have no sharer(s), you may cancel your tour arrangements and we will refund in full all monies paid, except insurance premium. This option is to be exercised immediately, and your decision notified to us in writing.

### Changes By You

If you wish to transfer the booking in any way or make any changes to your holiday booking, you must make your request in writing as soon as possible. If the amendment is possible, there will be a minimum charge of £90 per person plus any additional costs incurred. Changing dates or numbers travelling are major changes which may have to be treated as cancellations and subsequent rebookings. For flight inclusive bookings, any changes may be treated as cancellation and cancellation charges will apply in accordance with individual airline policy. A change of holiday made within 8 weeks of departure may be treated as a cancellation and charges may be levied as below.

### Cancellation By You

Cancellations must be made in writing by the person who completed/signed the Booking Request Form and sent by recorded delivery post. A cancellation is not effective until the Company receives the letter. You will receive a cancellation invoice from us within two weeks of receipt of your cancellation.

Period before departure date (from date letter received)	Cancellation charge expressed as % total holiday cost
Before 27 Jan 2012	Deposit
After 27 Jan 2012	100%

Whilst any cancellation after 27 January 2012 renders the client liable for cancellation in excess of deposit payment, the Company will make efforts to resell the seat(s) to help clients. This, however, is a service and not an undertaking and in any event the deposit will be forfeited. Clients are urged to insure against cancellation.

### Changes By Us

It is unlikely that we will have to make changes to your holiday, but we do plan the arrangements many months in advance and sometimes we may need to make changes which we reserve the right to do at any time. Most are very minor but they are major (eg change of airport (but not change of London airport), resort area, or time of departure or return by more than 12 hours, or offering accommodation of a lower rating) we will inform you or your travel agent when you book or as soon as possible if you have already booked. If a MAJOR change becomes necessary you have the following options:

- Accept the alternative offered, together with compensation which may apply (on the scale shown below) if full payment has been received by us.
- Choose another of our tours at brochure price, together with compensation which may apply (on the scale shown below) if full payment has been received by us.
- Cancel your holiday in which case a full refund of all monies paid to us will be made and compensation where appropriate.

Period before scheduled departure within which a major change is notified to you/your travel agent	Compensation per person
More than 56 days before departure	Nil
29-55 days	£10
15-28 days	£20
0-14 days	£30

The above payments of compensation are not payable where any change to or cancellation of the tour/holiday has been caused by unforeseeable or unusual and unforeseeable circumstances beyond our control and which were unavoidable even if we had exercised all due care ("Force Majeure"). These circumstances of Force Majeure include (without limit to this definition) war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions and cancellation or postponement of sports tournaments and/or individual matches. The above payments of compensation are also not payable where we have had to cancel your holiday due to an insufficient number of people having booked your chosen holiday. In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are published at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

### Limitations on Our Liability

Our liability to you for any loss or damage which you may suffer is limited to three times the price of your holiday, except where you have suffered personal injury resulting from the non-performance or improper performance of the services involved in the holiday.

Any compensation payable by us shall be limited in accordance with the lowest limit allowed under applicable International Conventions governing the services; such as the Warsaw Convention 1929 (as amended) and the Montreal Convention 1999 which cover travel by air and the Athens Convention 1974 which covers transport by boat. Transport operators have their own conditions of carriage and when arranging this 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 these terms and conditions form part of your contract with us as well as with the transport company. These provisions and conditions may limit or exclude liability for death or personal injury, or loss or damage to luggage, and may make special provision for valuables. A copy of the International Convention or the conditions of carriage applicable to your holiday can be supplied upon request.

### Our Liability To You

We accept responsibility for the proper performance of our obligations under this contract, subject always to the limitations set out above. We will perform such obligations with reasonable skill and care. We are not responsible for any failure that is:

- Attributable to you or a member of your party;
- Attributable to a third party unconnected with the provision of the services to you, and is unforeseeable and unavoidable;
- Attributable to an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care.

Although we cannot accept responsibility for clients who by misadventure suffer illness, personal injury or death during the period of their holiday arising out of an activity which does not form part of the inclusive holiday or excursion booked through the company, general assistance may, at our absolute discretion, be afforded to clients to a maximum of £5,000 per booking. In the event either of there being a successful claim against a third party or there being suitable insurance policies in force, the Company is entitled to recoup from you the costs incurred by us in giving this assistance. Cancellation or curtailment of a major sporting fixture is an extremely unusual occurrence and totally beyond our control and we accept no responsibility to compensate for changes to a tour for reasons beyond our control. Every effort will be made to offer alternative arrangements and, in the unlikely event of a cancellation, any refund obtained for any of the services will of course be refunded to the client.

### Brochure/Website Presentation

All information published on the website and in our brochures has been compiled from up-to-date details and we have taken the utmost care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances necessary for maintenance (swimming pools for example), unsuitable weather, fuel shortages, accidental damage to accommodation or other circumstances totally beyond our control. If we are advised of this, we will inform you as soon as possible. This website/brochure is issued on our responsibility and does not commit any airlines mentioned therein. Whilst all reasonable efforts will be made to comply with your requirements, we cannot guarantee that any special requirement concerning accommodation or facilities will be available and any such request by you does not form part of the contract. Unfortunately, it is inevitable that some of the prices or details within this brochure may have changed since the brochure was printed. You will be informed about any changes to any part of the relevant details within this brochure when you book as part of our commitment to quality customer service.

### Your Holiday Insurance

Under the terms of this contract you are required to have suitable travel insurance. You can either purchase our holiday insurance or arrange a policy yourself providing comparable or greater cover under all sections that is provided by our special holiday insurance. We can confirm that the travel insurance we offer provides adequate cover for normal requirements, but it is your responsibility to arrange additional cover exceeding the maximum amounts payable under our policy if required. If you decide to decline our insurance cover we require you to sign the insurance indemnity section of the Booking Request Form. Further information is available on request or online at [www.gulliverstravel.co.uk/travel-insurance](http://www.gulliverstravel.co.uk/travel-insurance)

### Data Protection Policy

Your information is held and processed in accordance with our Privacy Policy a full copy of which is available from us on request or on our website at [www.gulliverstravel.co.uk/privacy-policy](http://www.gulliverstravel.co.uk/privacy-policy). In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information that you provide such as name, address and any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. Your data controller is Gullivers Sports Travel Limited. You are entitled to a copy of your information held by us. If you would like to see this please contact us at Gullivers Sports Travel, Fiddington Manor, Tewkesbury, Glos GL20 7BJ Tel 01684 293175 Fax 01684 297926. Email [gullivers@gulliverstravel.co.uk](mailto:gullivers@gulliverstravel.co.uk)

### Law and Jurisdiction

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

### Notice

NOTICE This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between us and you nor the carrier(s) and you, nor part of a claim. No representation is made by us or the carrier(s) as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

**Compensation in the case of death or injury:** There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £80,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

**Advance payments:** If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately £13,000).

**Passenger delays:** In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximately £3,300).

**Baggage delays:** In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately £800). Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £800) in the case of checked baggage. It is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage:** A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage:** If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and, in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the airline's disposal.

**Liability of contracting and actual carriers:** If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information:** The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States. Part of TUI Travel PLC.

Please check with your airline for details of your luggage allowance and the recommended check-in time. If you have a medical condition that could impact your ability to travel by air please contact the airline in adequate time prior to departure.

**EU Airline Blacklist:** In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available at <http://air-ban.europa.eu/>

The flights shown are operated by UK, European and international scheduled airlines. For details of likely carriers for each tour please refer to the individual tour details within the brochure. We may change airlines or aircraft types at any time; this does not count as a Major Change. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24 hour system.

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