

# Terms & conditions

Your contract is with Ultimate Honeymoons Ltd, here after referred to as 'we, our or us' which is registered in England under company number 3781394 of which Ultimate Hideaways is a trading name.

## 1 Booking, confirmation and payment

a In order to secure a booking you should complete and sign our booking form and return it to us together with a non-refundable deposit of 20% of the holiday price or in case of bookings made within eight weeks of departure, the full holiday price.

b We will then send you a written confirmation of the booking so as to establish a binding contract between us which will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales

c The balance of the holiday must be paid not later than eight weeks prior to departure and if not received on time we reserve the right to treat the booking as cancelled by you and to levy cancellation charges as set out below.

d Special Requests should be indicated on the Booking Form or made in writing. We will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will we be liable if any Special Request is not met.

## 2 Financial protection

### a ATOL

The air holidays and flights provided by us are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6361. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money paid to us for an advance booking. For further information, visit the ATOL website [www.atol.org.uk](http://www.atol.org.uk)

### 3 Alterations by you

If, after we have confirmed a booking, you request a change in the dates or content of your itinerary we will do our best to meet your revised requirements and reserve the right to charge an alteration fee of 2% of the holiday price but any such requests received within eight weeks before departure may be treated as a cancellation and re-booking and thus subject to cancellation charges. Many of our suppliers particularly airlines and safari operators do not permit us to change names or travel dates and impose full cancellation charges, we will pass these onto you in addition to our alteration fee where applicable.

### 4 Abandonment by you

If you choose, in the course of your holiday, to abandon the arrangements made by us on your behalf and instead prefer to make your own arrangements, unless we are at fault, we accept no liability and no refunds will be made for the services you choose not to take. Abandonment of your holiday may also be deemed to have taken place if you miss your outward means of transportation through no fault of ours although we will assist you in whatever way we can to make new arrangements for you. You would have to pay for any costs incurred. Travel tickets and hotel or car-hire vouchers are only valid for the dates shown and cannot be transferred to different dates.

## 5 Cancellation by you

a Cancellations by you must be in writing to us and will be effective on the day we receive them. Recorded delivery is recommended but we will accept faxes if signed by the signatory to the booking form. Faxed cancellations must be confirmed in the post and by phone.

b Depending on when notification of cancellation is received so cancellation charges will apply as follows.

Days prior to departure	Percentage of holiday price
Over 60 days	Deposit forfeited
60 - 42 days	45%
41 - 28 days	60%
27 - 8 days	90%
7 days and less	100%

c We cannot give any allowance or refund for meals, accommodation, transport etc., not taken when these are included in the holiday price nor once the holiday has started can we give any refunds for cancelling part of the holiday.

d If your reason for cancelling is because of events beyond your control (e.g. illness, death of a close relative etc.) you may transfer your booking to another party (except for flights) provided that you give us reasonable notice to make such arrangements and that you and the transferee agree to be jointly and severally liable for any outstanding payment under the contract.

## 6 If we change or cancel your holiday

It is unlikely we will have to make any changes to your travel arrangements, however as they are often booked many months in advance it may be necessary to make changes and we reserve the right to do so at any time. Our obligation to do so depends on whether the changes are considered 'minor' or 'major'. Most of these arrangements will be minor and we will advise you of them if possible. Examples of minor changes include alteration on your outward / return flight by less than 12 hours, changes to aircraft type, or change of airports within the London area. Major changes include price, your city, resort, place of destination, your accommodation to a lower star grading. If we make a major change to your holiday we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements from us if available or cancelling your holiday and receiving a refund of all monies paid by you to us. If you cancel and receive a full refund following a significant notification made for any reason other than force majeure you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change:

More than 42 days	£10 per person
29 - 42 days	£20 per person
15 - 28 days	£25 per person
0 - 14 days	£30 per person

Force majeure means unusual and unforeseeable circumstances beyond our control, the consequence of which neither us or our suppliers could avoid, including but not limited to, war, threat of war, riot, civil strife, terrorist activity, (actual or threatened), industrial dispute, technical problems with transports, machinery or equipment, power failure, natural or nuclear disaster, fire flood, drought or storm, other

adverse weather conditions (including heavy rainfall, hail, snow, fog or frost).

## 7 Prices and increases

a Your holiday price is based on costs known at the date of booking and on relevant rates as at that date and is subject to variation only to reflect subsequent increases in transportation costs (including fuel and air fares), dues, taxes (including VAT) and fees chargeable for services or adverse exchange rate variations. Even so we will absorb any such price increases up to an equivalent of 2% of the holiday price but if the necessary price increases exceed that level then we will notify you accordingly and reserve the right to charge you the extra amount up to a maximum of 10% at which level you will have the right to cancel the holiday within 14 days of such notification with full refund of all monies paid or we will have the right to charge you such excess over 10% of the holiday price.

b We are under no obligation to give a breakdown of the costs involved in a holiday.

## 8 Our responsibilities

a We accept liability to you in accordance with regulation 15 of the Package Holidays and Package Tours Regulations 1992 for the proper performance of our obligations under the contract irrespective of whether such obligations are to be performed by us or by other suppliers of services.

b Our statutory liability in this regard is subject to exceptions set out in the regulations. In summary they apply where failure to perform the contract or its improper performance is due neither to our fault nor that of anyone supplying services to us but is due or attributable to you, unforeseeable or unavoidable failures attributable to unconnected third parties, Force Majeure or events which neither we nor our suppliers could, even with all due care, foresee. Even so if you suffer difficulties in any of these circumstances we will do our best to give you prompt assistance within reasonable limits.

c Notwithstanding paragraphs (a) and (b) above our liability and/or the amount of compensation payable by us is limited in accordance with the relevant international conventions including the Warsaw, Geneva, Berne, Athens and Paris conventions. In addition our maximum liability to pay you compensation for damage (other than personal injury) is limited to a full refund of the holiday price.

d Please note that we cannot accept any responsibility for weather conditions or the presence or absence of particular wildlife from your safari. In particular, severe drought conditions can lead to local authorities imposing restrictions on use of water, conversely unseasonal rains may make a particular location impassable.

e If you are unhappy with any of your holiday while you are away you must address your complaint at the earliest opportunity to the supplier of services and to us. If the problem is not resolved by the end of your holiday then you must supply us with full written details within 30 days thereof. Failure by you to complain at such earliest opportunities may prejudice your legal rights.

f We are not responsible for any incorrect information in brochures supplied by ourselves that are produced by the individual operators.

g We are not responsible for any loss, death or injury that is attributable to your acts or omissions, or the acts or omissions of third parties not involved in providing the services which make up your holiday, unless we could have foreseen such circumstances. Nor are we liable for unusual or unforeseen circumstances whose consequences could not have been avoided by exercising all due care. You are responsible for the conduct of any children travelling with you.

## 9 Your responsibilities

a It is your responsibility to ensure that you and all travelling with you have valid passports (with at least 6 months validity beyond the date of your return), appropriate visas, inoculation certificates and any other necessary travel documents are in order and we reserve the right to charge you any costs incurred by us due to your failure in any of these respects. It is also your responsibility to check in for your flights by the correct time and to be in the right place at the right time for ground travel arrangements. We do not accept liabilities if you fail to do so and no credits or refunds will be given for lost or mislaid tickets or other travel documents.

b It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all health and safety requirements of guides, camps etc.

c As between you and the suppliers of accommodation, transport and other services which form part of your holiday their conditions of business will apply which may mean that you will be required by such suppliers to sign liability waivers or other documentation for some potentially more hazardous activities such as balloon, canoe, walking and riding safaris and whitewater rafting.

## 10 Insurance

You must have adequate travel insurance, for which you are responsible for organising, before we will accept your booking.

## 11 Brochure descriptions

Our brochure is planned and produced many months in advance of its commencement of validity. Every effort is made to ensure that the details, descriptions and prices in the brochure are correct. However changes do occur, sometimes at short notice and therefore we will advise you at the time of your booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for us to control all elements of the holiday where advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

## 12 Flights

Your flights are based on non-published discounted fares. They are 100% non refundable, non changeable and non transferable. Flexible fares are often available at a higher fare. For full Terms and Conditions on your airfare please ask your consultant. All flights are subject to schedule changes and operational delay and or cancellation over which we have no control. If changes do happen we will try our best to change your itinerary but we cannot be held responsible for additional costs this may result in.