

# Booking conditions

The following terms and conditions ('booking conditions') form the basis of your contract with Journeys of Distinction Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these terms and conditions and agree to them. Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to 'holiday', 'booking', 'contract', 'package', 'tour' or 'arrangements' mean such holiday arrangements unless otherwise stated.

In these booking conditions, 'you' and 'your' means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires and 'lead name' means the person who makes the booking. 'We', 'us' and 'our' means Journeys of Distinction Limited.

1 Before you go

#### 1.1 Price Guarantee

All prices quoted in this brochure are per person and based on two people sharing a twin/double room and are calculated on rates of exchange as published in the Financial Times of 1st December 2011. EUR 1.17/ USD 1.57/ NZD 2.02/ AUD 1.54. Brochure prices can go up or down. Before you make a booking we will give you the up to date price of your chosen holiday, including the costs of any peak season supplements, fuel surcharges, upgrades or additional facilities which you have requested (refer to point 2.6). Once you have accepted this price and a booking has been made, that price is fully guaranteed and will not be subject to any surcharges.

#### 1.2 Price Includes

The services of local guides as described in the individual tour itineraries, economy class airfares on scheduled IATA carriers from UK as per the itinerary, 23kg economy class baggage allowance (20kg for Sri Lankan and bmi) plus one piece of hand baggage (dimensions and weights do vary so please check for latest information (refer to point 1.5), accommodation as specified in the itinerary with private facilities, sightseeing and meals specified in the itinerary, return airport transfers outside of the UK, UK departure tax, government taxes, compulsory service charges and overseas portage.

#### 1.3 Not included

Visa fees, overseas airport taxes, any government taxes or compulsory charges introduced after publication of this brochure. Optional excursions or activities booked during your holiday.

Telephone, laundry, items of a personal nature, drinks and meals not indicated. Gratuities to drivers or guides. Some airlines only offer complimentary soft drinks during the flight. On these flights any alcoholic drinks purchased will be at your expense.

#### 1.4 Operation of Tours

All tours include the services of a local guide as specified in each Itinerary.

#### 1.5 Baggage Allowance, Requirements & Responsibility

Due to vehicle space limitations the baggage allowance for all tours is strictly limited to one piece per person, weighing no more than 23kg for economy class passengers. More detailed information on your baggage allowance and requirements will be sent to you with your booking confirmation. Although every effort is made to handle passengers' luggage as carefully as possible, we cannot be responsible, assume liability or accept claims for loss or damage to luggage and personal effects due to breakage, theft, or fair wear and tear through hotel, airline, ship or ground carrier handling. It is important for your own self- interest and protection that you make certain you have adequate insurance to cover these eventualities.

#### 1.6 Accommodation

Accommodation in all hotels is in standard rooms (sometimes named superior/deluxe) based on twin rooms (or doubles on request) unless otherwise stated.

#### 1.7 Single Travellers

Single Supplements - It is an unfair fact of life that single travellers often have to pay a supplement. Unfortunately the majority of hotels price their rooms as doubles and do not reduce the rates if the room is occupied by a single person. The costs to the hotel of providing the room, heating, lighting, cleaning etc are the same regardless of how many people occupy the room subsequently Journeys of Distinction charge a single supplement.

No Single Supplement offer – A small number of rooms are available for single travellers to have their own private room without paying a single supplement. This is a limited offer which is subject to availability and cannot be guaranteed. We will advise you if it is still available for your chosen tour and departure date at the time of booking. Room Share Option – Single customers who do not wish to pay a single supplement may opt for our Room Share Option which is available to same sex customers travelling on the same tour on the same date. We will advise you no later than 12 weeks before departure whether or not there is another same sex customer who also wishes to room share. If there is not, we will offer you the choice of cancelling at no charge or paying the single room supplement. Due to data protection, details of customers sharing cannot be given until you arrive in resort.

#### 1.8 General Health Requirements

The majority of our tours are suitable if you have any disability or have reduced mobility. However in the interests of safety and comfort for all groups as a whole, you must be fit enough to participate or alternatively you must have an able bodied carer to assist you on the tour.

#### 1.9 If you have a Disability or a medical condition which may affect your holiday

If you have a Disability or a medical condition which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any significant change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

Journeys of Distinction complies fully with Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air and is delighted to offer assistance to disabled persons or persons with reduced mobility provided that we are given full information about your specific requirements at the time of booking.

#### 1.10 Passports & Visas

You will need a full 10 year passport, with minimum 6 months validity after your return to the UK, to travel to the destinations we feature in this brochure. Some destinations also require visas. Please refer to our Important Information section overleaf for more detailed information on passport and visa requirements.

#### 1.11 Health

You should contact your GP or a specialist vaccination centre for details of the measures you will need to take prior to departure. Please read the Important Information section overleaf for more details prior to booking your holiday.

#### 1.12 Meals

Meals if included are predominantly based on fixed menus, or occasionally a meal voucher system unless specified otherwise in the text. No refunds on meals not taken can be given. Breakfasts are predominantly hot buffet style. A continental breakfast will be offered if the hotel does not provide this service.

#### 1.13 Flight Seat Requests & Aircraft

We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. Journeys of Distinction has no control over the allocation of seats by the airline and even if a request has been made with the airline to pre-book seats, no guarantee can be made that they will still be available on departure. The provision of particular seats does not constitute a term of your contract with us. Please note airlines operate both older and more modern aircraft within their fleet. We regret we cannot guarantee the type of aircraft you will travel on as this may be subject to change and general availability. Any flight timings indicated in the itinerary are subject to change.

Although some airlines offer the facility to book seats online, this is not always possible when booking a holiday through us, as the holidays we offer are based on special Tour Operator fares. In accordance with EU directive (EC) no. 2111/2005, 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 for inspection at http://ec.europa.eu/transport/air-ban/list\_en.htm

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. We do this by listing carriers to be used or likely to be used on the relevant brochure pages and/or your holiday confirmation invoice. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of 'If we change or cancel your holiday' will apply.

#### 1.14 Code Share Flights

It is a common practice for scheduled airlines to use a code share system, which may include you flying with a partner airline. Where this situation arises, it is not classed as a major change.

#### 1.15 Smoking

Smoking on flights is now totally banned and most hotels also have a non-smoking policy in hotel rooms and public areas. Smoking is also not permitted on any motor vehicle.

#### 1.16 Special Requests

Where special requests e.g. diet, room location, twin or double bedded room, flight seat requests and/or particular meals etc. are an important factor in your holiday you must advise us when the booking is made. We are happy to pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

#### 1.17 Excursions/experiences

Experiences which form part of your package: We are pleased to be able to offer various 'experiences' and activities, some of which you can pre-book in the UK and pay us as part of your holiday arrangements. Some of these experiences and activities may require you to be in good physical and mental health and, by booking with us, you confirm that you and your party are in good health with no medical history that would make it dangerous for you to participate. You must observe safety instructions at all times. We will only accept responsibility for these experiences and activities in accordance with these booking conditions. The experiences and activities are subject to minimum numbers, and may be cancelled at short notice. In such circumstance, you will receive a full refund of monies paid for the excursion or activity in question. The cost of any unused tours/ excursions included within our itinerary and not taken will not be refunded.

#### 1.18 Weather

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

#### 1.19 Transportation

The size of the vehicle provided during your tour will be appropriate to the group size.

#### 1.20 Land only tours

If you make your own international flight arrangements (which may also require you to arrange some of the internal flights) we can accept no responsibility for any financial implications incurred as a result of us cancelling or changing a tour. Additionally any financial protection or compensation referred to does not apply.

#### 1.21 Local festivals

Various events are organised in most towns throughout the season, and we therefore suggest that you thoroughly research your chosen area before booking.

#### 2 Booking & paying for your holiday

#### 2.1 Your Commitment

When you or your travel agent wish to confirm a holiday booking you must pay a deposit of £250 per person or any higher deposit which applies to your holiday, (refer to point 2.3). The deposit will only be refundable as set out in these booking conditions. Please note some airlines have certain ticketing deadlines and some hotels have certain date.

booking and cancellation conditions and these may affect any cancellation charges (refer to point 3.3). When you make a booking you are confirming that you understand and have accepted on behalf of yourself and all members of your party, our Important Information which forms part of our booking conditions. All contracts with Journeys of Distinction are made subject to these booking conditions and are subject to English law and the jurisdiction of the English Courts. We reserve the right in our absolute discretion to refuse to accept any booking without necessarily specifying a reason. Many airlines now require the full names of all passengers travelling. We will therefore ask you at the time of booking to provide us with your forenames (as shown in your passport) as well as your title and surname. When booking your holiday, if you wish to make a modification to a holiday shown in the brochure we will try to assist. Additional services will be quoted for upon request.

#### 2.2 Our Commitment

Your contract is with Journeys of Distinction Limited trading as Journeys of Distinction whose trading address is No 1 Lakeside, Cheadle, Cheshire, SK8 3GW. We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease brochure prices (see point 1.1) or to change any of the information contained in this brochure. Changes will be made known to you before you book. A booking is not accepted until we issue an invoice. The date shown on the invoice, which will be sent to you is the date of booking. It is important to check the details on the invoice when you get it. If any details appear to be incorrect or incomplete, please contact us or your Travel Agent immediately as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We hold an Air Travel Organiser’s Licence issued by the Civil Aviation Authority (ATOL number 2812). When you buy an ATOL protected air inclusive holiday or flight from us you will receive a confirmation invoice from us (or via our authorised agent) confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme.

The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at www.atol.org.uk. If you book arrangements other than a package holiday from this brochure (eg an independent arrival holiday), the financial protection referred to above does not apply. If your package holiday does not include flights, ABTA will financially protect your holiday in the same way except that, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to www.abta.com for a copy of the guide to ABTA’s scheme of Financial Protection.

#### 2.3 Paying for your Holiday

When you wish to confirm a holiday booking you must pay a non-refundable deposit of £250 per person plus any higher deposit applied to selected tours or tour options. After your booking is taken and a deposit received, a confirmation invoice will be sent to you detailing the total cost due. Full payment must be received no later than 12 weeks before the departure date. If you are booking a tour within 12 weeks of departure, full balance will be payable at time of booking. All money paid by you to one of our authorised travel agents for your holiday will be held by the agent on our behalf until paid to us. If we or your travel agent have not received full payment at least 12 weeks before departure, we reserve the right to treat your booking as cancelled by you and forfeit your deposit by way of cancellation. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in 3.3 depending on the date we reasonably treat your booking as cancelled. Tickets and other documentation will normally be sent to you 10-14 days before your departure date.

#### 2.4 Credit Cards

We accept various methods of payment however please note that if you choose to pay by credit card, there will be a charge levied. You can of course opt for an alternative method of payment i.e. cheque, debit card or bank transfer.

#### 2.5 Out of date range flights

Our brochures are prepared well in advance and scheduled airlines do not generally load their seats to sell until approximately 10 months before departure. We plan our tours based on an allocation of economy class seats that we have agreed with the relevant airlines, though they are always subject to final confirmation when the seats come into range for each departure date. The timings and other flight details will be those confirmed at that time which may be different to those advised at the time of booking.

#### 2.6 Upgrading your flight

If you are interested in upgrading to premium economy, business class or first class, we will advise you of the relevant upgrade price to be paid in addition to the main tour price. If you wish to go ahead, you will need to pay an additional deposit. If your departure date is not yet in system range, we will note your interest in upgrading and will contact you when the flight details and upgrade prices become available and give you 7 days to tell us whether you wish to continue with the booking on the basis of the confirmed price and other details or cancel and receive a full refund. If you wish to continue with the booking, we will issue a revised invoice. In the event that flight seats do not become available, you will receive a full refund of your deposit. We will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights.

#### 2.7 Pricing errors

Whilst we endeavour to ensure that the most up to date and correct prices are shown on our website and in our brochure, there may on occasion be an incorrect price, due to an unfortunate error. When we become aware of any such error, we will ensure that we act promptly and will endeavour to notify you at time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We must reserve the right to cancel the booking if you do not wish to accept the price which is actually applicable to the holiday in which case, you will be given the choice to amend your booking to an alternative holiday, at the correct price.

#### 2.8 Travel documents

You are responsible for ensuring that all necessary travel documents (e.g. Passports, Visas, and Vaccination Certificates etc.) are valid and effective. Approximately 10-14 days before departure you will receive your flight/e-ticket together with an itinerary. Please ensure that you check the flight timings on your tickets carefully. The correct timings, using the 24-hour clock system, may have been adjusted since we published the brochure and since you received your invoice.

3 If you want to cancel or change your holiday

#### 3.1 Alteration to a Confirmed Booking

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge of £100 per person, and payment of any further costs incurred as a result of the change. If we agree that you may change your booking to a holiday of lower value, and then you cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking. Alteration of a booking within twelve weeks of the departure date may also incur additional cancellation fees. Once abroad any alterations that you may wish to make to the booking are outside of our control and Journeys of Distinction can accept no liability for your alterations, financial or otherwise, once your holiday has commenced. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a booking, it will not be possible to make changes within 28 days of your scheduled departure date.

#### 3.2 Transferring Bookings

If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason, we will agree to that person’s booking being transferred to another person (introduced by you) who satisfies all the conditions applicable to the package, subject to both persons accepting liability for full payment of the holiday cost and all costs and charges incurred by us and/or

incurred or imposed by any of our suppliers in order to make the transfer. We must be given at least 14 days notice of the transfer request. An administration charge will be made of £50 per person for requests made more than 12 weeks before departure, requests to transfer your complete reservation to a later tour date, or to transfer to the following season, received less than 12 weeks prior to your original departure date, will be treated as a cancellation and rebooking. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

#### 3.3 Cancelling Your Holiday

If you or anyone on your holiday booking decides to cancel the holiday, the lead name must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24-hours by the lead name. Cancellation will take effect from the day that written confirmation is received. A cancellation invoice will be sent to you within 7 days, if you do not receive this please contact us immediately in order to prevent an increase in charges. Should you already be in receipt of your airline tickets please also return these to us along with your written cancellation request. The following scales of charges will be payable, depending on when notification of cancellation is received. Amendment charges are not refundable in the event of cancellation. References to the deposit include all sums paid or payable at the time of booking.

<b>Period prior to departure notice of cancellation is received by us or your travel Agent</b>	<b>Cancellation charge per person cancelling</b>
Up to 84 days prior to departure	Deposit forfeited
83 - 31 days prior to departure	85% of total holiday cost
30 days or less prior to departure	100% of total holiday cost

NB In certain cases the airline may have applied certain ticketing deadlines to your booking and this may result in higher cancellation charges. This also applies to certain hotels, rail and cruise providers, who may often charge a higher cancellation fee regardless of the above-mentioned timeframes, and you may therefore be charged a higher amount than detailed above. It is therefore important to enquire for details at the time of booking and cancellation. Once the holiday has commenced, no refund will be made. In the event of a confirmed room reverting to single occupancy as a result of one or more passengers cancelling, in addition to the cancellation charges for the customer no longer travelling, the single occupancy supplement will apply to the remaining customer in the room remaining as single occupancy.

4 If we want to cancel or change your holiday

#### 4.1 Brochure Accuracy

All the facts pertaining to resorts and hotels in this brochure have carefully been checked and re-checked for accuracy, to ensure it is correct to the best of our knowledge at the time of going to press on 6th December 2011. However, as brochures are prepared well in advance, advertised descriptions, facilities and services may change, be renovated or improved by the hotelier at any time, in low season especially, and facilities may become unavailable e.g. a swimming pool may be emptied for cleaning or a restaurant closed for refurbishment at short notice. It should also be noted that hotel service standards and vehicles may well be affected during high season. Flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Tour, excursion, cruise, rail or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised in our brochure. Whilst this is beyond our control, any major changes to facilities of which we are notified will be advised to you whenever possible prior to travel. The photographs used in this brochure are representative of the country visited and not necessarily included in the tour itinerary. This brochure with details contained therein supersedes any previously issued brochure.

#### 4.2 Building & Development Work

Many hotels and resorts continue to develop, often with little or no advance warning, whilst general refurbishment at hotels is necessary to maintain standards. Whilst we have no control over such work, where this can reasonably be expected to have an effect on your holiday we will

endeavour to notify you as soon as possible, however near to your departure this may be.

#### 4.3 Flight Changes

The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Flight timings, and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a reduction in the duration of your holiday, we will offer you a refund of any applicable costs. Any change in the identity of the airline, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

#### 4.4 If we change or cancel your holiday before your departure

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking.

We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, occasionally, changes are significant.

A significant change includes a change of flight time of more than 12 hours or a change of UK departure airport (except between London airports). Similarly, we do our best to avoid cancelling holidays but we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of 'force majeure' as defined below (see point 4.6). Please note, some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it (see point 4.5).

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements; or
(b) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us (excluding any credit card charges)

If we have to make a significant change or cancel we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except where otherwise stated), type of aircraft (if advised) or destination airport will all be treated as minor changes.

<b>Period before departure within which a significant change or cancellation is notified to you or your travel agent</b>	<b>Compensation Per Person</b>
More than 84 days:	NIL
83 – 31 days:	£20
30 days or less before departure:	£50

#### 4.5 Minimum Numbers

All tours are subject to a minimum number of passengers travelling in order to operate. We will advise you at least 12 weeks before departure if minimum numbers have not been reached. If the minimum numbers of bookings required for a

particular holiday has not been received, we are entitled to cancel it. You will then have the choice of booking an alternative holiday with us, changing your departure date at the appropriate additional cost, or having a refund of monies paid. No compensation will be payable and we are unable to offer refunds of any associated costs i.e. visas, regional flights, parking, airport hotels, etc.

#### 4.6 Changes or cancellations due to circumstances beyond our control

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and other situations which are outside our control, including unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, the alteration of the airline or aircraft type.

**4.7 If we curtail your holiday after departure**
Very rarely, we may be forced by 'force majeure' (see point 4.6) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

5 Our Commitment to you for your Holiday Arrangements
(a) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
(b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in 4.6
(c) For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price, the person affected, paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Where enjoyment of only some days has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to £50 per day per person affected.
(d) Subject to (b) above, if you are killed, injured or become ill during or as a result of, carriage (including the process of getting on and/or off the transport concerned) by aircraft, ship or train forming part of the holiday arrangements booked before departure from the UK and to which any international convention or regulation applies, our liability to pay compensation and/or the amount of compensation we will pay is limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating

licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

e) Under EU law you have rights in some circumstances to refunds and/or compensation from your 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. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the CAA on 020 7240 6061 www.auc.org.uk

(f) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(g) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the arrangements in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to (a). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(h) Our suppliers (such as airlines, accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider’s or other supplier’s liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

(i) If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we make.

(j) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Journeys of Distinction has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of force majeure we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. You should have adequate travel insurance for your holiday and claim via your insurance company for any loss or damage to luggage and/or personal possessions.

In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (d) where applicable.

(k) Locally Booked Excursions/Activities. Whilst you are away on holiday you may be offered the opportunity to buy optional excursions and activities. These are provided by independent local companies, which are neither owned nor controlled by Journeys of Distinction, and for whom Journeys of Distinction acts only as an agent (if we make a booking for you).If you decide to buy an excursion or activity, your contract will be made with the local company which provides it and it will not form part of your contracted holiday arrangements with us. The contract will be subject to the excursion/activity provider’s terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law and jurisdiction. Journeys of Distinction accepts no liability for any breach of contract or act or omission of any excursion/activity provider. Some excursions/activities may contain an element of risk or require a good level of physical fitness, and, if in doubt, you should make direct enquiries with the local provider, before deciding to buy and check that you are covered by your travel insurance policy.

6 On holiday

#### 6.1 Behaviour

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, local guide or other person in authority, your behaviour is causing or is likely to cause danger, upset or damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements including return travel.

#### 6.2 Lost Items

If you lose any personal items whilst on holiday, please report this immediately to your local guide who will assist you in obtaining a written report from a local representative, or police, to help with any insurance claim upon your return.

#### 6.3 Curtailment

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### 6.4 Local Purchases

We cannot accept responsibility for any items you may purchase locally e.g.; jewellery/furniture etc and the quality and value of such cannot be guaranteed. We recommend that you check whether or not any extra charges will be payable for import duty or freight and we are unable to assist with any costs you may incur in this respect.

#### 7 ABTA membership

Journeys of Distinction Ltd is a Member of ABTA with membership number V1905. Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA Ltd, 30 Park Road, London SE1 9EQ or www.abta.com

#### 8 Claims & complaints

If you fail to notify the local tour guide of any complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract. Further, you have a legal duty to tell the supplier of the services or facilities about which you complain as soon as possible. Failure to do this will affect your legal rights and will also reduce, annul, or extinguish any right which you may have for compensation. If a problem cannot be resolved then we request details of the complaint, in writing, within four weeks of your return. If you make a complaint we promise to deal with it fairly and promptly within the terms of these conditions.

#### 9 Arbitration

We certainly hope that we can settle any holiday complaints amicably. However, disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of

Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). 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 form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within 1 year of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (‘claim’) (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it – see above) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

#### 10 Data Protection Policy

For the purposes of the Data Protection Act 1998, we are a data controller. In order to process your booking, send you a brochure or respond to an enquiry, we need to collect personal data from you. Depending on what’s required, the personal data we collect may include names and contact details, credit/ debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs (‘sensitive personal data’). All references in this privacy policy to personal data include sensitive personal data unless otherwise stated. The person who makes the booking is responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us.

Appropriate personal data will be passed on to the relevant suppliers of your arrangements and any other third party (including banks and/or credit card issuers) who need to know it so that your holiday can be provided. The information may also be provided to government / public authorities such as customs, immigration and the security services if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We may disclose personal data to companies in the Kuoni Group for business purposes and to companies who act as data processors on our behalf. On occasions, we may use other companies to provide services on our behalf, such as mailing brochures and marketing material. We only provide third parties with the personal data they require in order to deliver their services. Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure and only uses it for the purposes of providing their services. If we cannot pass personal data to the relevant suppliers or any other third party as applicable, whether in the EEA or not, we will be unable to fulfil your booking.
.In making your booking, you consent to personal data being passed on to the relevant suppliers and other third parties. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. Your personal data may be stored, used and otherwise processed within the UK and/or any other country(ies) of the European Economic Area (EEA). EEA countries are all member states of the European Union together with Norway, Iceland and Liechtenstein. We may also store, use or otherwise process personal data outside the

EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) we are obliged to provide the personal data to a government / public authority in order to provide your holiday.

By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in your interests or in the interests of everyone in any group with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group immediately. We would also like to store and use your personal data for future marketing purposes (for example, sending you a brochure, special offers or other marketing material) unless you have told us that you do not wish us to do so. All personal data you give us (including sensitive personal data) will be kept but we will use only names and contact details for marketing purposes. If you do not wish to receive future marketing material, please notify us by writing or by e-mail to [sales@jod.uk.com]. You are generally entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal data which we are processing is incorrect, please contact us immediately.

#### 11 Travel insurance

We will ask you to provide the details of your insurance. It is important that you have insurance cover and that it is adequate and suitable for your particular needs. If you fail to take out insurance and have to cancel your booking, you will be charged in accordance with our normal terms and conditions – see 3.3 – Cancelling your holiday. Furthermore, if you require medical/any other form of assistance whilst on holiday you will not be covered and you in turn may incur significant costs. Please read your policy details carefully and take them with you on holiday.

#### 12 Law and Jurisdiction

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (‘claim’) (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it – see above) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

ACKNOWLEDGMENTS: Photographs within the brochure are courtesy of Getty Images, Shutterstock, iStock, national and regional tourist boards and hotel groups.

# Important holiday information

## Safety & security abroad

Sadly crimes against both people and property are a fact of life the world over. When travelling in a foreign country it is very important to be extra vigilant. Travellers have the same responsibility for their personal safety and that of their possessions as they do at home. The Foreign and Commonwealth Office (FCO) produces a wide range of material regarding overseas countries that may be visited by British citizens and essential travel advice and tips. This information ensures travellers are properly informed about all overseas destinations, particularly in relation to political unrest, crime and health issues. We take the safety and security of our clients extremely seriously. Journeys of Distinction will not operate and reserve the right to cancel tours to countries that the FCO advises either against travelling to or against non-essential travel. If you would like to know the current travel advice for a particular country you can visit www.fco.gov.uk/travel.

## Health & vaccinations

Health facilities, hygiene and disease risk vary worldwide. You should take health advice about your specific needs as early as possible and ensure that vaccinations or preventative measures such as malaria tablets are taken early enough (which may be a month or more prior to departure) to be fully effective at the time of travel. It is your responsibility to ensure you are aware of all recommended and required vaccination and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Wheelchair passengers must travel accompanied by an able bodied person.

For more general health advice, please note the following:

- Drink only bottled water and check the seal is secure when you receive it.
- Do not take ice in drinks unless you have established the ice was made from filtered water.
- Do not eat raw vegetables, unpeeled fruit or uncooked seafood.
- Avoid food and drink from local street vendors as refrigeration and sanitary practices cannot be guaranteed.

## Passports & visas

We can only advise of the requirements for British and Irish citizens holding a full British and Irish passport. Passports endorsed in any way and all other passport holders, requirements should be checked with the relevant embassy. You should ensure that you have a valid ten year passport and, as many countries require expiry dates to be a considerable length of time after the return from holiday, your passport should be valid for at least 6 months after your return to the UK. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. The UK Passport

Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. It is your responsibility to ensure you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

## Destination Visa required?

Argentina – No
Australia – Yes
Borneo – No
Burma – Yes
Canada - No
Chile - No
China – Yes
Costa Rica – No
Croatia - No
Cuba – Yes
Ecuador - No
Egypt – Yes pay on arrival
India – Yes
Italy - No
Jordan – Yes pay on arrival
Malaysia – No
Maldives – No
New Zealand – No
Peru – No
Singapore – No
Spain – No
Sri Lanka – No
South Africa - No
Vietnam – Yes

## Itinerary changes

Although not expected, for any tour including a cruise or rail element the cruise line, Captain or rail company reserve the right to omit or substitute any portion of the itinerary (without prior notice) should the weather or any other circumstances dictate. In addition they reserve the right to change the transport to another of the same or one of a higher standard.

## Travelling to and from the airport

For your convenience, our partner Hallmark Cars offer an airport transfer service, collecting you from home and taking you directly to your departure airport. Please call us if you would like a quotation for this service.

## Tipping

Tipping is not included, however at Journeys of Distinction we do appreciate you may wish to reward the service given to you by your local guide and driver/guide. We are frequently asked for guidance with this and depending on your level of satisfaction we would suggest the following amounts per person, per touring day: local guide - £2, driver - £1.50, assistant driver £0.50. These for guidance only and are at your personal discretion.

May we suggest that these are given on an individual basis rather than a group collection. Portorage is not included. If you use the hotel porters, where available, a tip of £0.50 - £1.00 per bag is usual. Game Reserves and jungle lodges will provide you with their tipping suggestions in resort, these can range from £7.00 - £10.00 per day for the game drivers, trackers and the safari team. These are for guidance only and are at your personal discretion.

Rail Operators will provide you with their tipping suggestions on board the train, for guidance they suggest approximately £5.00 per person per day , again these are for guidance only as all tipping is at your personal discretion.

## Baggage allowances

Allowances on internal flights are notoriously hard to publish as they change frequently and often at short notice. Your internal luggage allowance should be no less than 20kg, 3 kg less than the economy allowance, therefore you may wish to pack slightly lighter or re-distribute weight to your hand luggage for these internal flights.

## Travel in Africa

Whilst on safari it is recommended to wear natural colours such as khaki, green or beige as bright colours can attract insects and cause a diversion for the wildlife. Please consult your GP or medical practitioner regarding Malaria medication which might be needed for the areas included in your tour. For South Africa you require a full clear page in your passport for the entry and exit stamps.

**Egypt & Jordan**
Modest dress (covering shoulders and knees) is recommended in Egypt and Jordan, particularly in built up areas, temples and religious sites. In Egypt most excursions operate early morning or late afternoon to avoid the midday heat and you should be prepared for early starts throughout your tour. On Nile cruises, due to a high number of cruise boats operating, when in dock you may find a number of boats can be docked together, which can result in restricted views from your cabin. At certain times of year, particularly during winter, the day-to-day cruise itinerary is subject to change due to low water levels. Visits to Petra in Jordan require a considerable amount of walking, over some loose ground, so comfortable footwear is required.

## Travel in Asia

When visiting sacred sites please respect local customs by removing footwear, ensuring shoulders are covered and for ladies ensuring knees are covered as requested. You may also visit rural areas where good sturdy footwear will be required. It is not unusual for internal flights within Asia to change at short notice, in the event of a change the most suitable alternative route or time will be arranged.

**Argentina**
A local airport tax of 38 Argentinian Pesos (approx £7) is payable per person on departure from El Calafate airport.

#### Vietnam

During the Halong Bay cruise, your main luggage will be securely stored at the hotel and you will need to take an overnight bag with you on the boat. Passengers taking the Sapa extension will also be able to leave luggage at the hotel if they want.

**Burma (Myanmar)**
Burma is also known as Myanmar. We have retained the use of old and new names of locations for recognition purposes. We endeavour to use local, private companies for all services, avoiding those that are government owned. We suggest that those travelling with us, exercise the same caution when choosing any external activities. After years of restricted tourism, the industry is now experiencing growth and visitors should be sensitive both to the effect this will have on local communities and to the limited infrastructure that can be in place. A local departure tax of US\$10 per person is payable in cash on departure at the airport.

## Travel in Canada

If you have committed or been convicted of a criminal offence including driving whilst impaired, you may be prohibited from entering Canada. For further information please contact the Canadian High Commission.

## Travel in Costa Rica

On the Northern Pacific Beach extension the domestic flight has a luggage limit of 12 kgs. Therefore you will be required to pack a smaller case/ bag for this journey. Your main luggage will be kept in San Jose for the duration of the extension by the Ground Agents.

## Travel in Cuba

The tourist and day to day infrastructure of Cuba cannot be compared to that of other countries in Latin America and the Caribbean. Travel can take time and service can be sometimes erratic and especially outside the cities the standards of accommodation can be mixed. The pace of life is slow and in places there is little modern development, however this can be part of Cuba’s charm. A local airport tax of 25 CUC’s (approx £8) is payable per person in cash on departure.

## Travel in South America

**Peru and Ecuador**
Travel in the Andes includes areas of high altitude. If you suffer from any heart or respiratory conditions it is recommended that you consult your doctor. Travel in Peru involves a number of early starts and long journeys, as well as some places such as Machu Picchu where a number of steps and inclines are encountered. On the Galapagos Island cruise, daily excursions take place in zodiacs, which involve some wet landings in shallow water and getting in and out of small craft. In all these cases, arrangements can certainly be made to ease access. Please let us know if you have any specific mobility concerns.

**Argentina**
A local airport tax of 38 Argentinian Pesos (approx £7) is payable per person on departure from El Calafate airport.