



BOOKING CONDITIONS

In these Conditions the "Company" means Admire Tours (UK) Limited (a company registered in England under company number 5276143).

These Conditions apply to all bookings for holidays with the Company and together with the relevant information provided by the Company and/or the agreed itinerary form your contract with the Company ("Contract").

1. BOOKING YOUR HOLIDAY

a) To secure your booking you should complete and sign the Admire Tours Booking Form, and send it to the Company together with a deposit of 25% per person – or as advised by the Company. If you are booking within 5 weeks of the date of departure then payment of the full holiday Contract price is required at the time of booking.

b) A binding contract will exist as soon as the Company confirms your booking in writing and issues a confirmation invoice. If for any reason the Company does not accept your booking, your deposit will be returned.

c) Any special requests should be indicated on the booking form or made in writing. The Company will try to arrange for such special requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any special request is not met.

d) If you arrange your holiday directly with the Company all correspondence and other communication will be sent to the address of the first person named in the booking form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

e) If your booking is made through a travel agent, the Company will address all communication to that travel agent. All monies paid by you to a travel agent under or in contemplation of a contract with the Company will be held by the travel agent for the Company until such monies are forwarded to the Company.

f) The balance of the holiday Contract price is due 5 weeks (35 days) before departure.

2. YOUR RESPONSIBILITIES

a) General information concerning passports, visas and health requirements applicable to UK citizens is available on our website at www.admiretours.com and a print copy could be made available with the confirmation invoice, on request. However, such requirements are subject to change and you must check current requirements before departure. It is your responsibility to obtain all documents required for your holiday, to ensure that these are in proper order and to take them with you. The Company will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure.

b) You are responsible for checking in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

c) It is a condition of the Contract that all members of the party travelling will take out comprehensive travel insurance that covers personal liability, personal accident, medical expense (including medical air evacuation) and cancellation. Such insurance can be negotiated with any acceptable Insurer and the Company will require details of such cover at the time of initial booking or with the final payment, for their record purposes. Should you elect not to effect suitable [travel insurance cover](#) despite this advice, then you undertake on behalf of yourself and all members of your party to indemnify both ourselves [Admire Tours (UK) Limited] and our overseas agents and representatives (as applicable) for any costs that arise which would otherwise have been met had such [insurance cover](#) been taken out.

3. AMENDMENTS & CANCELLATION

a) Amendments by you

Once a booking has been confirmed to you, the itinerary upon which the booking was made will be affected. If after this you wish to alter your arrangements, The Company will make every effort to assist you. Requests for an amendment must be made in writing, signed by the signatory of the Booking Form. You must pay an amendment charge of £50.00 per booking, which would include the administration cost of the Company. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Your request may be treated as a cancellation and re-booking by our suppliers and in these circumstances the normal cancellation charges as detailed in paragraph 3 b) below will apply.

If you are unavoidably prevented from taking your holiday, by reasons of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer your booking to a person acceptable to the Company (but it should be noted that some suppliers, including airlines, consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service) provided that:

- i. you request the transfer in writing and you allow reasonable time for the changes to be communicated to, and accepted by, our suppliers.
- ii. your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from the Company, full details of the person who will replace you, any balance due for the Contract price and the appropriate administration fee (see below).
- iii. your replacement agrees to be bound by these Conditions.

The administration fee will be £ 25.00 per person. You, as transferor of the holiday, and the transferee shall be jointly and severally liable to the Company for payment of the balance of the Contract price due, together with all additional charges of whatever sort imposed by our suppliers providing the component parts of your holiday. Please note that airlines in particular sometimes charge a 100% cancellation fee and the cost of a new ticket.

b) Cancellation by you

All cancellations must be advised to the Company in writing, signed by the signatory of the booking form and sent to the Company at 6 Anthus Mews, Northwood, Middlesex HA6 2GX. Cancellations are effective on the day they are received by the Company. Recorded delivery is strongly recommended. The following cancellation charges will be payable, depending on the number of days prior to departure the Company receives your notice of cancellation.

More than 36 days loss of deposit only

- 35 – 21 days 50% of total cost
- 20 – 8 days 75% of total cost
- 7 days or less 100% of total cost

c) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative this will be subject to the cancellation terms within these Conditions. The Company may use their absolute discretion however to transfer some or all of any monies already paid by you to the alternative booking. If the alternative booking requires a greater deposit than has already been paid then the balance between what is required as a deposit and any deposits already paid becomes due.

d) Amendments by the Company

Great care is taken to ensure that the descriptions and prices given on the website/brochures and itineraries are accurate at the time of publication. Changes can occur, though, and the Company reserves the right to change any of the details on the website/brochures and itineraries provided, including prices, in which case the Company will advise you of such a change before accepting your booking. After a confirmation invoice has been

issued, the Company makes every effort to operate the holiday as described in the agreed itinerary. In very rare circumstances, the Company may have to modify a holiday before you depart. If the modification is significant (that is if it is a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city, a change of destination or a change to a lower standard of accommodation), the Company will notify you as soon as practically possible and offer you the following three choices. You may accept the modifications proposed, you may change your booking to another holiday or you may cancel your booking and receive a full refund, other than airline charges (if applicable).

If you choose another holiday, which is more expensive than the original, you must pay the difference, but if it is cheaper, the Company will make the appropriate refund.

If you cancel and receive a full refund following a significant modification 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.

Days prior to departure date Compensation when notification of change is sent per person

- 28 days and over Nil
- 27 - 11 days £10
- 10 days or less £20

If there is a minor modification before you depart (that is, any change not included in the definition of a significant modification set out above), the Company will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a pro-rata refund for the proportion of your holiday not received.

e) Cancellation by the Company

If you fail to pay the balance of the Contract Price at least 5 weeks (35 days) before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out in paragraph 3 b). We reserve the right in any circumstances to cancel your holiday for any reason; the Company will use its best endeavours to offer alternative arrangements of a comparable standard or will give you a full refund. In addition the Company will pay you compensation as set out in paragraph 3 d) except in cancellations caused by Force Majeure. The Company will not cancel your holiday within 35 days of departure unless it is for a reason outside of our control (see Force Majeure). In circumstances where holidays are curtailed or amended due to Force Majeure, the Company will use its best endeavours to recover and refund to you as much of the unused holiday cost as possible and this will be dealt with on a case by case basis.

"Force Majeure" in these Conditions means unusual and unforeseeable circumstances beyond the Company's reasonable control, the consequence of which neither the Company nor its suppliers could avoid, including, but not limited to, war, threat of war, riot, civil strike, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers.

4. PRICE POLICY

a) The Company sells its trips as a package and is under no obligation to give a breakdown of the individual costs involved.

b) The Company reserves the right to notify you of an increase in the quoted Contract price before accepting your booking.

c) After a confirmation invoice has been issued, unless you choose to pay for your holiday in full at the time of booking (see paragraph (4e) below), the price of your holiday is, regrettably, subject to the possibility of surcharges in certain limited circumstances. However, a surcharge will only be levied in the event of variations in transportation costs, including costs of fuel, increases in normal published airfares, taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular holiday package, or if the UK or overseas government or regulatory body introduce or increase taxes. Even then, the Company will absorb an amount equal to 2% of your holiday price (excluding amendment charges) before passing on any surcharge to you. Only amounts in excess of this 2% will be charged. There will be an administration charge of £ 1.00 per person (together with an amount to cover your travel agent's commission, if applicable). Surcharges will be notified by a revised confirmation invoice sent to you (or your travel agent).

d) If the surcharge would increase the total holiday price shown on your original confirmation invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised confirmation invoice and obtain a full refund of all payments made to the Company, except any amendment charges previously paid or incurred, and the airline charges (which the airline(s) may decide to retain as its cancellation fee).

e) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at that time. To qualify for this benefit you should return the confirmation invoice to the Company with full payment to reach the Company within 7 days of the date that the confirmation invoice was first posted to you.

f) The financial commitments offered above by the Company mean that the Company is not able to reduce holiday prices should the value of the £ (GBP) strengthen.

5. RESPONSIBILITIES OF THE COMPANY

a) The Company will provide you with all relevant information on the time and places of intermediate stops and transport connections in good time before your departure date and with the contact details of the Company's representative, local agent or another appropriate contact to enable you to contact the Company during your holiday should you need to.

b) The Company applies all reasonable checks to ensure that the suppliers involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, opinions and information given by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of correspondence.

c) The Company accepts liability for any loss you may suffer if any part of the holiday arrangements you book with the Company before departure is not described or is not of a reasonable standard (which also could depend on the type of tour package selected by you). However, these acceptances of liability do not apply if there has been no fault on the part of the Company or its servants, agents or suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your holiday, or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by the Company or its servants, agents or suppliers even with the exercise of all due care. They are also conditional upon you following the procedure for notification of complaints set out in condition 10 below, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company's liability. The Company's liability to compensate you and the amount of such compensation is subject to the following limitations.

First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected.

Second, in all cases, liability and compensation are limited in accordance with the provisions of all international conventions which concern transportation and accommodation, namely the Warsaw Convention 1929 (as amended), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. Copies of these Conventions are available on request.

If you die or suffer injury or illness during your holiday arising out of an activity which does not form part of the inclusive arrangements booked with the Company, the Company will offer assistance where appropriate and in its sole discretion. This assistance must be requested within 90 days of your misadventure and will be limited to general advice and/or assistance.

d) The Company is required by the Package Travel, Package Holidays and Package Tours Regulations 1992 to maintain insurance against the loss of money paid by you under or in contemplation of the Contract in the unlikely event of the Company's insolvency.

6. AIRLINES & OTHER SUPPLIERS

a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions, which limit and/or restrict the suppliers' liability.

b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of

transport are estimates only and cannot be guaranteed.

c) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form in connection to these risks by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel or supplier equipment otherwise provided free.

7. EXCURSIONS

Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim that you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

8. DATA PROTECTION & PRIVACY

a) In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, passport information, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements.

b) We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries.

c) By providing this information to us you consent to our holding, using and passing on in connection with your holiday the information you give us (including details relating to your physical or mental health or condition) unless you tell us otherwise in writing.

d) Apart from the exceptions outlined above, the Company will keep all personal details you give us in connection with your holiday confidential. The Company has appropriate security measures in place to protect this information.

e) The Company may from time to time contact you with information about our holidays. If you do not wish to receive any such information please inform us in writing.

9. IF YOU HAVE A PROBLEM

If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the hotel or other supplier whose services are involved. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing within 28 days of your return. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this Contract. The Company will make every endeavor to reply to you within 28 days of receipt of your complaint.

10. DEALING WITH COMPLAINTS

We certainly hope that we can settle any holiday complaints amicably, however, should this prove not to be the case you may refer any dispute relating to this contract to an Arbitrator appointed by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability for you in respect of cost. The scheme does not apply to claims for an amount greater than £5,000 per person or £15,000/- per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences although claims which include an element of minor injury or illness can be considered 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 nine months of the date of return from the holiday. Outside this time limit arbitration under this Scheme may still be available if the Company agrees.

11. OUR COMMITMENT TO YOU FOR PERSONAL INJURY CLAIMS (UNCONNECTED WITH ARRANGEMENTS MADE BY US)

Should you or any member of your party suffer illness, personal injury or death through any misadventure during your holiday arising out of an activity which does not form part of your holiday arrangements provided by Admire Tours, we will, in our reasonable discretion, offer you advice, guidance and assistance. Any request for assistance must be made within 90 days from the date of misadventure in question.

12. BROCHURE/WEBSITE/ITINERARY DESCRIPTIONS

Every effort is made to ensure that the details, descriptions and prices in our brochure, website and itineraries are correct, based on inspections and information passed to the Company by its suppliers. However changes do occur, sometimes at short notice, and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published and/or provided information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

13. GENERAL

- Nothing in these Conditions shall be construed as limiting the Company's liability for either
 - i) death or personal injury caused by negligence; or
 - ii) for fraudulent misrepresentation.
- Booking Conditions are to be read in conjunction with the Holiday Guide and Insurance Advice, which all together forms Contract with the Company.
- The Contract and these Conditions are governed by English law and both parties agree to submit to the exclusive jurisdiction of the English courts.

Rates quoted are subject to change without notice inline with the tariffs of affiliated service providers and government taxes etc.

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