

# BOOKING CONDITIONS

**YOUR CONTRACT IS** with Greece and Cyprus Travel Centre (Skyfare Travel Limited), a member of ABTA.

## YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so

## YOUR FINANCIAL PROTECTION

We are members of the Association of British Travel Agents and Tour Operators fully bonded with the Civil Aviation Authority. Our ABTA number is V4693. Our ATOL licence number is 2326.

## YOUR HOLIDAY PRICE

We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

When you make your booking you must pay a deposit of £100.00 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The travel agent must give you an ATOL receipt or Confirmation/Invoice when you pay. The price of your holiday arrangements was calculated by our Treasury Department based on the exchange rate: UK£1.00= euro 1.15. Unless you choose to pay the full holiday balance at the time of booking, changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates fluctuations mean that the price of your travel arrangements may change after you have booked. However there will be no charge within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. In the unlikely event of a genuine costing error at the time of booking, the original Confirmation/Invoice will be amended to reflect the correct holiday cost. Similarly any overcharge caused in error will be refunded

## IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of (£25), and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

**Note:** Certain travel arrangements (e.g. Airline Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that

part of the arrangements.

## IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

**Note:** If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Length of time before departure date within which written notification of cancellation is received	Cancellation charge as a percentage of total holiday cost
more than 56 days	Deposit and insurance premiums only
56-29 days	50%
28-15 days	65%
14-8 days	85%
7 to date of departure	100%

## IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance.

Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent 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 of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before scheduled departure within which a major change is notified to you or your travel agent.	Compensation per fare paying passenger (excluding infants)
More than 56 days	Nil
29-55 days	10.00
15-28 days	15.00
14 to date of departure	20.00

## WHAT IS 'FORCE MAJEURE'

"Force majeure" means circumstances where the performance of the contract is prevented or affected because of war or threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, or adverse weather conditions and all similar events outside our control. In these circumstances, we shall not be liable to pay compensation.

## IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Greece and Cyprus Travel Centre, 8 Beeches Walk, Sutton Coldfield, West Midlands, B73 6HN, giving your booking reference and all other relevant

information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

## WHAT HAPPENS TO COMPLAINTS

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](http://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 nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

## OUR LIABILITY TO YOU

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Greece and Cyprus Travel Centre, 8 Beeches Walk, Sutton Coldfield, West Midlands, B73 6HN. 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

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airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

**PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS**  
If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

**PASSPORT, VISA AND IMMIGRATION REQUIREMENTS**  
Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

**WHAT'S INCLUDED IN THE COST OF YOUR HOLIDAY**

- 1) Return flights from UK airport to Cyprus
- 2) in-flight meals, refreshments or snacks
- 3) Taxi transfers to and from accommodation
- 4) Accommodation and meals as specified at booking stage
- 5) All hotel service charge and local taxes
- 6) Services of our Agents in Cyprus
- 7) Cyprus and UK airport taxes and Government

**Departure Tax**

**WHAT'S NOT INCLUDED IN THE COST OF YOUR HOLIDAY**

- 1) Holiday insurance
- 2) Transport to and from UK Airport.

**HOLIDAY ACCOMMODATION**

The number of nights stated in this brochure refers to the number of nights accommodation we have reserved for you in the hotel or apartment. Some flights are night flights arriving at the resort in the early hours of the morning. In such cases your accommodation is immediately available as it has been reserved for the whole night, and this counts as one of your holiday nights. Similarly, those who have booked half or full board may lose a meal due to their time of arrival at or departure from their hotel. On the last day of your holiday by international standard practice you are required to vacate your hotel room or apartment by noon. In certain cases it may be advisable to book for an extra night in order to avoid having to vacate your room a long time in advance of your return flight. Hotel prices are based on accommodation in a twin room with bath/shower, toilet. Apartment rates are based on accommodation only.

**BROCHURE DESCRIPTIONS**

We have made every effort to ensure the accuracy of descriptions and information contained in this brochure. However it is impossible to exercise day to day control over all the component parts of the holiday arrangements. Therefore an advertised amenity in a resort or particular establishment may be withdrawn or changed due to various reasons e.g. lack of demand, maintenance purposes, adverse weather conditions, mechanical failure etc. Should we become aware of any material changes to the advertised facility we shall advise you accordingly. We regret that we are unable, due to shortage of space, to describe all details of any one establishment or resort. Resort descriptions are usually given for the entire season and during some periods some of the facilities described may not be available due to the fact that they are controlled and/or provided by third parties and may depend on demand, weather conditions or other factors beyond our control.

It is important that you seek clarification on any specific enquiry prior to booking the holiday. We cannot be held responsible if, upon arriving abroad, you decide to abandon your booked accommodation or complain if certain aspects of the resort or establishment do not conform to your personal views or interpretations.

**BUILDING WORK**

At the time of going to print the information contained in this brochure is, to the best of our knowledge, correct. Please bear in mind that in the period of 6 months or so, prior to the Summer season, it is possible that new building works/developments by 3rd parties may commence and these may affect some of our brochure descriptions. However, we are not in anyway responsible for the commencement of such works and we have absolutely no means of either preventing the commencement or controlling the extent of building work and noise levels. Please be tolerant and understanding as development is important to Cyprus and ultimately helps upgrading tourist infrastructure and improve facilities for the common good.

**PASSPORTS/VISAS/VACCINATIONS**

Full 10 year passport is required in all cases. Nationals of other countries are advised to check with the Cyprus High Commission for visa/entry regulations. At the time of going to press, vaccinations are not required for travelling from the U.K.

**CONSUMER PROTECTION**

The air holidays and flights in this brochure are ATOL Protected since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2326. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

**VALIDITY OF THIS PROGRAMME**

01 November 2011-31 October 2012

Please visit our website [www.greece-cyprus.co.uk](http://www.greece-cyprus.co.uk) for more in-depth holiday information, hotel descriptions, Late availability and Special Deals.

## SUMMER BOOKING FORM



Travel House, 8 Beeches Walk  
Sutton Coldfield, W.Midlands B73 6HN  
Tel 0121-3556955 Fax 0121-3546574  
Email: [skyfare@greece-cyprus.co.uk](mailto:skyfare@greece-cyprus.co.uk)  
Website: [www.greece-cyprus.co.uk](http://www.greece-cyprus.co.uk)



Hotel _____		Resort _____		Meals: BB <input type="checkbox"/> HB <input type="checkbox"/> FB <input type="checkbox"/>	
No. of rooms required _____		Twin(s) <input type="checkbox"/> Sea-view <input type="checkbox"/> Single(s) <input type="checkbox"/> Triple(s) <input type="checkbox"/>			
Apartment _____		Resort _____		Type of accommodation _____	
Dep. Airport _____		Duration _____		Dep. Date _____	
Car Hire: Group _____		No. Days: _____		Dates: _____	
				Special Requests _____ <small>(Subject to availability)</small>	
				Delivery Collection _____	
<b>Details of Clients</b>					
	Initials	Surname	Age (if under 18)	Insurance YES NO please tick	I wish to pay by Barclaycard/VISA/Access. Please charge the amount of £ _____ to my account Card No. _____ Expiry Date _____ Deposit £90 per person (or total cost if within 8 weeks of departure) _____ Insurance _____ Total _____ <small>(essential)</small> The holiday information and the booking conditions have been read and accepted by me on behalf of all the persons from whom this booking is made. I am duly authorised by them to make this agreement. I am over 18 years of age. Signature _____ Date _____ ADDRESS (AGENTS STAMP) _____
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