

# GENERAL BOOKING CONDITIONS

Please note that the booking conditions will vary dependent upon whether you book a "package" or "other holiday arrangements".

Our detailed booking conditions can be found in our Worldwide and North America brochures, or by visiting [www.trailfinders.com/booking-conditions](http://www.trailfinders.com/booking-conditions)

A "Package" is defined as a combination of transport and accommodation booked at the same time and for which the offer is made by Trailfinders according to an "Inclusive Price".

Anything else outside this definition being transport and accommodation booked on a modular basis whether at the same time or not and shown as a "Total Price" or accommodation or transportation only bookings are not a "Package" but defined as "Other Holiday Arrangements".

**STATUS:** CONFIRMED indicated overleaf means the airline, hotel, vehicle rental or tour operator has accepted your reservation from Trailfinders, subject to the usual reservation conditions. REQUEST means your arrangements have been requested although not yet confirmed. WAITLIST means that your flight, hotel or tour arrangements are currently full and your name has been placed on a waiting list. CANCELLED means your flight, hotel, vehicle rental or tour arrangements are cancelled. UNABLE means the airline, hotel or tour operator cannot meet your request.

**PAYMENTS:** We require an initial non-returnable deposit normally £100 per person for the air travel element of your itinerary, or in some cases full payment will be required dependent upon the airline used. Additional deposits may also be required to hold "other facilities" arrangements such as hotels, car-hire, cruises and tours – all payment details will be advised at the time of booking. Any final payment is not usually due until 2 months before departure. Bookings made within 2 months of travel require full payment upon confirmation. If you have booked hotel accommodation, vehicle rental, tours or any 'Other Facilities' you should refer to the detailed booking conditions in the Trailfinders brochure or where Trailfinders is acting as the agent for the Tour Operator you should refer to the booking conditions contained in Tour Operator's brochure (a copy of these conditions will be given or sent to you at the time of booking).

Please note that airfares, fuel surcharges and taxes are subject to increase until full payment is received and tickets issued. It is therefore to your advantage to finalise payment as soon as you can after booking. However Government taxes additional to the fare and fuel surcharges may be imposed or increased without notice at any time up until departure date.

**PROVISIONAL RATES:** If a rate is shown on an itinerary as being 'PROVISIONAL', this means that the airline, hotel or tour/ground operator has not confirmed the exact fare at the time of booking and any increases in cost must be met by the client. Trailfinders will always endeavour to advise you of confirmed rates as soon as possible.

**TICKETING:** Unless you notify us otherwise, your travel documents will be posted to you at the address shown overleaf, except E-tickets where your boarding pass is issued at check in on production of your passport and this Trailfinders client confirmation form if requested. Tickets are only valid for a maximum of one year. Any lesser periods of validity will be detailed on your booking confirmation.

**REROUTING:** As a general rule, airline tickets cannot be rerouted or transferred to another airline. All flights must be used in sequence, as booked. Failure to do so may result in cancellation of all remaining sectors and restrict any possible refund.

**PASSPORT & VISA REQUIREMENTS:** Please ensure that you are fully aware of all passport and visa requirements and that you allow adequate time to obtain them. We recommend that you travel with a passport that has a minimum validity of 6 months remaining at all times. This is an immigration requirement for many countries and airlines. Please check with your travel consultant if you will not have the recommended validity whilst travelling. Passports should be Machine Readable for travel to/via the USA. Please call our visa service if you are unsure if your passport is Machine Readable. Trailfinders offers a UK passport renewal service along with a visa service for many countries. Please call 0845 050 5905 for more details.

Visa requirements are only noted for those countries listed on your itinerary. If you intend visiting or transiting through other countries, please ensure you are fully aware of all relevant visa and passport requirements.

**AIRLINE PASSENGER INFORMATION:** Please note that airlines are now required by laws introduced in the United States and other countries to give border control agencies access to passenger data. Accordingly any information that the airline holds about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country on your itinerary. Please contact your travel consultant if you require further information.

**PRE-TRAVEL ADVICE:** The Foreign & Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check this information, shortly before departure on the internet at [www.fco.gov.uk](http://www.fco.gov.uk). Alternatively, you can contact the Foreign Office Travel Advice Line on 0845 850 2829.

**HEALTH REQUIREMENTS:** Health facilities, hygiene and disease risks vary worldwide, you should obtain health advice on your specific needs as early as possible. It is your responsibility to ensure that you have fully complied with all health and immunisation requirements of the countries you may be visiting. Trailfinders Travel Clinic can give advice and immunisation in person or you can contact your GP. Information can be found on the internet at [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk)

**INSURANCE:** Trailfinders strongly recommends insurance cover whenever you travel abroad. The comprehensive insurance scheme we offer has been developed over 37 years to best meet the needs of our clients.

**CANCELLATIONS/AMENDMENTS/REFUNDS:** It is important that you are fully aware of the cancellation and administrative charges relating to your contract with Trailfinders.

The circumstances surrounding cancellations and refunds vary greatly. The following general conditions are as simple as the complex problem permits and makes allowance for the work carried out by Trailfinders on behalf of clients. If a booking needs to be cancelled, written notice must be given by the person who is not travelling.

In certain cases cancellation charges, if incurred involuntarily, will be covered by insurance taken out at the time of booking. This is strongly recommended.

**AMENDMENTS:** Any change of itinerary before receipt of full payment on any particular ticket(s) will be termed an amendment. An amendment fee of up to £75 per change will be levied according to the amount of work involved. Changes to hotel accommodation, vehicle rental, tours and other travel arrangements will incur extra charges. Please refer to the detailed booking conditions in the relevant Trailfinders brochure or, where Trailfinders is acting as the agent for the tour operator, you should refer to the booking conditions contained in the tour operator's brochure. Any change of itinerary after receipt of full payment on any ticket(s) will be subject to applicable cancellation conditions.

**AIRLINE RESERVATION & TICKET CANCELLATION:** For all confirmed bookings cancelled before receipt of full payment on any particular ticket(s), the booking deposit is forfeit. For cancellation after receipt of full payment, cancellation charges as stated overleaf will apply. Please note cancellation charges of 10% per ticket or £100 per ticket, whichever is the greater, will apply to any cancelled tickets not specifically covered under the cancellation conditions overleaf. On any fixed dated ticket there is a 100% cancellation charge if part used, or if the reservation is not cancelled prior to the first flight. Please note that it is your responsibility to advise airlines if you do not wish to travel on a flight booked. Failure to do so can result in the cancellation of onward flights and the forfeit of any ticket refund.

Please note all flight cancellations must be notified in writing to Trailfinders prior to the day of departure.

**HOTEL/VEHICLE RENTAL/TOUR/OTHER TRAVEL ARRANGEMENTS: CANCELLATION** If you have booked hotel accommodation, vehicle rental, tours or any other travel arrangements and you cancel your reservation, you should refer to the detailed booking conditions in the Trailfinders brochure or, where Trailfinders is acting as the agent for the tour operator, you should refer to the booking conditions contained in the tour operator's brochure. Reservations are non-transferable.

**AIRLINE TICKET REFUNDS:** Cancelled tickets will be submitted to the airline for assessment. As soon as we receive a refund from the issuing airline, we will forward it to you less any cancellation or administration charge. Please note that refunds for partused/return halves of tickets are always less than the pro-rata rate and may have no refund value whatsoever. Refunds usually take 8-12 weeks but in isolated cases may take longer. Refunds will be processed via the original method of payment, except for cash transactions where refunds will be provided by cheque.

Tickets returned more than one year from date of issue are classed as expired by the airline and generally have no refund value at all.

If tickets are lost or stolen, certain airlines will not issue duplicates. New tickets may then have to be purchased locally, at the local fare. Even if replacement tickets are purchased, certain airlines will not issue refunds for lost/stolen tickets. A delay of up to 18 months is possible before we receive authority from the airline to make any refund. Trailfinders applies a further £25 per ticket administration fee over and above cancellation charges in such cases. Please ensure that any tickets returned to Trailfinders are sent by Special Delivery post.

**HOTEL/VEHICLE RENTAL/TOUR/OTHER TRAVEL ARRANGEMENTS REFUNDS:** No refunds are given for unused or partly used vouchers. In all circumstances please refer to the detailed booking conditions in the Trailfinders brochure or, where Trailfinders is acting as the agent for the tour operator, please refer to the booking conditions contained in the tour operator's brochure.

**AIRLINE RESERVATIONS:** All flight reservations are subject to seat availability of the relevant booking class, which at certain times may be limited. Any alterations you may wish to make to a confirmed itinerary after departure from the UK should be addressed to the airline as soon as possible. Airline reservations are non-transferable.

**CARRIAGE BY AIR:** Carriage by air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, which may limit liability. Transport timings and routings are provided by the airlines and other carriers concerned. They are subject to change as a result of air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time, over which Trailfinders has no control.

We cannot make any special arrangements for you if you are delayed since such matters are at the sole discretion of the airline concerned.

**CHANGES AND AMENDMENTS TO FLIGHT SCHEDULES:** Airlines from time to time alter the schedules of their flights, this may happen either before you depart the UK or whilst you are travelling. We strongly recommend that you check your onward or return flight details using the 'Detailed Flight Itinerary' facility in ViewTrail at least 24 hours prior to departure.

**TAXES:** Trailfinders will advise of all mandatory pre-paid taxes. Most countries also charge departure taxes that may only be paid locally. It is therefore recommended that clients retain sufficient local currency to meet such charges. For further details please enquire directly with the airline.

**SEAT REQUEST (AIRLINES) SPECIAL REQUEST (HOTELS):** Where airline policy allows, Trailfinders is happy to request pre-allocated seating and other special service requests. We are also happy to make any special requests in respect of your hotel accommodation. Please note however that unless specifically confirmed by Trailfinders all such requests will never be guaranteed and form no part of your contract with Trailfinders.

**BAGGAGE ALLOWANCE:** If you are unsure of the baggage allowance on the flights you have booked please contact your consultant or the relevant airline.

**PHOTOGRAPHIC IDENTIFICATION:** Some countries require that photographic ID be carried at all times. Trailfinders recommends that passports be carried whenever flying.

**COMPLAINTS:** If you have a problem during your holiday, please inform the relevant airline, hotel, tour operator or other supplier immediately so that they can endeavour to put things right. If they cannot resolve the problem, you must contact one of Trailfinders' UK Travel Centres immediately by telephone or fax so that we are given an opportunity to help. Trailfinders will not hold themselves responsible for the nonperformance of an itinerary through causes beyond their control or when they are not notified of a problem at the point when remedial action can be taken. In the unlikely event that a complaint cannot be resolved at the time, you should write to us within 28 days of returning home, giving your original booking reference number and all other relevant information. If you fail to take any of these steps this will hinder our ability to put any problem right and/or investigate it fully and any right you may have to receive compensation will be reduced or completely invalidated.

**YOUR HOLIDAY CONTRACT:** These General booking conditions and the Detailed booking conditions in the relevant Trailfinders brochure form part of your contract with Trailfinders. This contract and matters arising from it are subject to the exclusive jurisdiction of the Courts of the United Kingdom. Please note differing terms and conditions may apply between you and the vehicle rental company/tour operator or airline involved in providing these travel arrangements. A copy of the applicable terms can be requested by contacting Trailfinders in writing.

**YOUR PEACE OF MIND:** Trailfinders are a member of ABTA, membership number V0989 (principal) and 69701 (retail). We are obliged to maintain a high standard of service to you by ABTA's code of conduct. Calls may be recorded for accuracy and training purposes.

We hold an Air Travel Organiser's Licence (ATOL number 1458) granted by the Civil Aviation Authority. This ensures that in the very unlikely event of our insolvency you will be able to continue with your arrangements as planned (if already abroad) or refunded in full if travel has not already commenced.

For single unit arrangements not sold in conjunction with Air Travel, all monies paid to Trailfinders will be legally safeguarded by being held in Trust in a Trailfinders Trust account, thus ensuring that in the very unlikely event of our insolvency money paid in respect of advance bookings (future travel) will be refunded in full.

**EMERGENCY CONTACT (365/24/7):** In the event that you experience a genuine emergency and need the assistance of the TF Duty Officer, please email us at [priority@trailfinders.com](mailto:priority@trailfinders.com) or fax the details to +44 20 7376 1733 for a priority response.

## Methods of payment

**PLEASE NOTE:** If you intend to mail payment details or are arranging a bank transfer you should confirm the exact amount due with your consultant.

**1 PERSONAL (AND COMPANY) CHEQUES:** Payment for travel arrangements may be made by personal or company cheque. Cheques should be made payable to TRAILFINDERS LTD. Please note, however, that we require SIX WORKING DAYS FOR CHEQUE CLEARANCE before tickets can be issued. It is therefore advisable to confirm with Trailfinders that there is sufficient time between cheque payment and any ticketing deadline. For urgent ticketing we can usually arrange to have cheques up to £3,000 guaranteed upon payment of an extra fee determined by the value of the cheque. Foreign currency cheques are not acceptable.

**2 BANK AND BUILDING SOCIETY DRAFTS:** These are treated as cash if received at a time when the relevant bank or building society is open and able to verify the cheque.

**3 CASH:** Please note we advise clients not to post cash to us.

**4 CARDS:**  
a) Maestro, Switch or Visa Delta debit cards are welcomed.

b) We also accept Visa, MasterCard and American Express. We may require written authorisation for the debit from the card holder before tickets can be released. We may also require to see the actual card.

**5 DIRECT CREDIT/BANK TRANSFER:** Payment may be made from your bank directly to our bank account at:  
Barclays Bank PLC,  
Business Banking,  
Level 27, 1 Churchill Place, London E14 5HP.

Account Name: Trailfinders Trust Account  
Account Number: 00907928  
Sort Code: 20 06 05

Trailfinders must be notified of all direct bank payments. All payments must be identified by the passenger's name and booking number.

# DETAILED BOOKING CONDITIONS

These booking conditions will form part of your contract with Trailfinders Limited (registered office 48 Earls Court Road, London W8 6FT, no 1004502) for all the arrangements you book with us, please study them carefully.

Please note that the booking conditions will vary dependent upon whether you book a "package" or "other holiday arrangements":

A "Package" is defined as a combination of transport and accommodation booked at the same time and for which the offer is made by Trailfinders according to an "Inclusive price". Anything outside this definition being transport and accommodation booked on a modular basis, whether at the same time or not and shown as a "Total Price" or accommodation or transportation only bookings are not a "Package" but defined as "Other Holiday Arrangements".

## HOW TO BOOK

Booking enquiries may be made by telephone or calling into any one of our travel centres listed on pl. Alternatively you can use our online enquiry facility by visiting [www.trailfinders.com](http://www.trailfinders.com)

## DEPOSITS AND BALANCE PAYMENTS

We will require a deposit in order to confirm your travel arrangements. The exact amount will depend upon the components you choose and the season you are travelling. The following gives a guide to the standard deposit amounts, but we will advise you at the time of booking if you are required to pay more.

Accommodation in the Maldives, Bloomfield Lodge, beach resorts in Mexico & the Queensland Islands	£175 per room
Dubai, Oman, Abu Dhabi, Pacific Islands, Lodges in New Zealand & South America	£125 per room
Beach resorts in the Far East & Sri Lanka	£75 per room
Other featured destinations within this brochure	£40 per room
Transfers	£15 per round trip
Cars	£50 per vehicle
Motorhomes	£100 per vehicle
Tours/cruises/rail travel	£100 per passenger or 10% of cost whichever is greater

Provided the components you have chosen are available we will accept your booking by issuing an invoice showing a confirmed status, at which stage the contract between us becomes binding.

The balance of your holiday price must be paid 2 months before you depart the UK. If the balance is not paid on time we may cancel your holiday and apply the cancellation charges detailed below. Deposits are not refundable unless we are unable to confirm your original booking request.

## ADVANCED REGISTRATIONS BEYOND MARCH 2011

We will gladly accept advanced registrations for any of the land arrangements featured in this brochure beyond March 2011 on payment of a deposit and the price you will be quoted will be provisional. The prices shown in this brochure are for the period 1 April 2010 to 31 March 2011 and we are not able to confirm or guarantee prices beyond this. In the event of an increase to the provisional price quoted for the land arrangements you will have the option to accept the booking at the confirmed price or we will return your deposit.

## LAND ARRANGEMENT ONLY BOOKINGS

We will gladly accept requests for any of the products featured in this brochure without the inclusion of flights purchased from Trailfinders. Please note that if the total value of the booking is below £250 a booking fee of £35 will apply in addition to the deposit and is also non-refundable.

## ALTERATION OR CANCELLATION BY YOU

- If you wish to alter an element of your holiday prior to final payment or make a cancellation we will do our best to make the change for you subject to our normal amendment and cancellation fees shown below. Depending on the components you have chosen and the season you are travelling the charges may be higher which will be notified on your confirmation invoice. You must also pay any costs and charges incurred or imposed by any of our suppliers in making the change requested. For some services such as tours, rail and cruises the charges are too varied to list but are available on request.
- Accuracy of name:** It is your responsibility to check that the names and titles shown on your confirmation invoice match exactly with names and titles as they appear in the passports of the people who are travelling. You must contact us immediately to advise us of any discrepancies as you may be denied boarding on your flights. A minimum amendment charge of £20 per correction will apply although you should note that some airlines will not allow corrections and will require us to rebook the flights, this may affect the price of your holiday.
- In the event that you or any member of the party needs to cancel we must be notified immediately in writing. Where a part cancellation is made, it may increase the costs of the holiday for those people who still wish to travel.
- Transfer of Holiday:** If you have booked a "package" and are prevented from taking your holiday by the death or serious illness of any of the people who are confirmed to travel or their immediate family or by the redundancy or Jury Service of a person confirmed to travel, you may make a request to transfer your holiday. This request must be made in writing giving reasonable notice, along with written proof of the request to change and the acceptance that both parties involved in the transfer shall remain jointly liable and responsible for the additional costs involved which will include an administration charge of £50. Please note that some airlines may refuse such request and treat the transfer as a cancellation and re booking.

Amendment or cancellation prior to final payment		
	AMENDMENT FEE	CANCELLATION FEE
Each place of accommodation	£15	Loss of deposit
Each transfer & each car hire	£10	Loss of deposit
Each motorhome hire	£20	Loss of deposit
Tour/Cruises/Rail travel	On application	Loss of deposit
Amendment or cancellation between 61 and 31 days prior to arrival		
	AMENDMENT FEE	CANCELLATION FEE
Each place of accommodation	£15	1 night or loss of deposit whichever is greater
Each transfer & each car hire	£10	Loss of deposit
Motorhome hire	£20	£275
Tour/Cruise/Rail travel	On application	On application

Amendments made within 30 days prior to arrival and thereafter treated as cancellation	
Each place of accommodation in New Zealand (lodges only), the Maldives, beach resorts in Mexico, Bloomfield Lodge, the Queensland Islands & South America	100% of accommodation costs
Each place of accommodation in Dubai, Oman, Abu Dhabi, Jordan & all Pacific Island Countries	30-9 days: 2 nights or loss of deposit whichever is greater 8 days or less: 100% of accommodation costs
Any other place of accommodation	2 nights or loss of deposit whichever is greater
Each transfer	£15
Each car hire	£100
Motorhome hire	100% cancellation charge
Tour/Cruise/Rail travel	On application

## ALTERATION OR CANCELLATION BY US

On occasions we have to make changes to the information published in the brochure both before and after bookings have been made. Most changes are "minor" however sometimes we have to make a "major" change to your holiday arrangements. If you have booked a "package" and there is a "minor" change before you depart we will try to tell you before you go, however we are not obliged to do so and no compensation is payable. If there is a "major" change before you depart we will notify you as soon as we can and offer you the following options.

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 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.

In the unlikely event that after departure we are unable to provide a significant proportion of the services you have booked, we will make alternative arrangements for you at no extra charge and if appropriate pay you compensation.

Number of days before departure that a "major" change or cancellation by us is notified	Compensation per person
More than 56 Days	NONE
56 - 31 Days	£15
30 Days or less	£30

If your booking is classified as "other holiday arrangements" we will try to tell you of any changes before you go. The procedure in the event of a "major" change is similar to that described above, however all elements of the holiday arrangements are treated separately rather than as a total, so whilst a refund would be possible for the accommodation the flight cancellation conditions apply. There is no recourse to any compensation for changes or cancellations when booking "other holiday arrangements".

In accordance with EU regulations we are required to advise you of the actual carrier operating your flights. We will advise you of this on your confirmation/invoice. Any changes to the airline will be advised to you before travel commences. Such a change is deemed to be minor, other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft types and changes of accommodation to another of the same standard.

## FORCE MAJEURE

We cannot accept liability or pay compensation where "major" changes, cancellation or failure to perform any part of the contract is as a result of "force majeure". This refers to any circumstances that are beyond our or our suppliers control and which we could not, even with all due care, foresee or avoid. Such events include war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience or strife, natural or industrial disaster, fire, adverse weather conditions, flooding and all similar events outside of our control. Advice from the Foreign and Commonwealth office not to enter or remain in a particular country or region will generally be regarded as "force majeure".

## BROCHURE ACCURACY

The information in this brochure is based on our own visits and/or on information supplied to us by our airlines and hotel/resort suppliers and has been checked to ensure that it is accurate at the time of going to print. However because we do not own or control the airlines, hotels and ground operations changes can and do occur from time to time and may be made without any advance notification from our suppliers. Where we have been notified of a change we will advise you before we accept your booking or if after as soon as possible before departure. The availability of some facilities and amenities including restaurants, water sports and Kids' clubs may be affected by local conditions, such as inclement weather, public holidays or low occupancy.

## HOTEL/RESORT ACCOMMODATION CLASSIFICATIONS

We use our own unique style of classification to grade the overall experience of the property, taking into consideration the standard of accommodation, facilities and service. Classifications are unique to a destination and can reflect local or regional variation in quality and service. Our classifications are for your guidance only and do not mirror any international 'star rating' system. In each case the full description of the property should be read in conjunction with the classification indicated. Refer to p212 for full details of classifications.

## ROOM TYPE

The prices shown in this brochure are generally based on a 'room only' basis (no meals) in the lowest category for each of the properties that we feature unless otherwise specified in the price box. We generally feature a whole range of alternative room types and meals plans, please ask your consultant for prices.

## ROOM OCCUPANCY

Prices shown in the brochure are for the number of people occupying the room and not the number of permanent beds. A twin room may have a configuration of two permanent beds or a double bed and then a rollaway bed or sofa bed in addition. Where rates are given for triple occupancy or quad occupancy this is on the basis of a double/twin room sometimes with additional rollaway or sofa beds for the third and fourth person. Please note that in all cases rates for triple and quad occupancy are given conditions may be cramped.

## SPECIAL REQUESTS

If you have a specific request such as interconnecting, adjoining, non-smoking rooms please notify your consultant at the time you make your reservation. We will forward your request to the property but these requests cannot be guaranteed and remain subject to availability on check-in.

## CHECK-IN AND CHECK-OUT TIMES

Check in/out times for rooms vary from property to property and you should check exact times with your consultant. Rooms will not be available before mid afternoon (1-4pm) and you will be required to vacate your room from mid morning (10-12pm).

## SPECIAL OFFERS & FREE NIGHTS

Details of the Special Offers & Free Nights scheme are shown on p227. Please ensure that you have read and understood the conditions of the Special Offers & Free Nights applicable to your holiday. Some may require additional payments to be made locally direct to the property or may involve room upgrades that cannot be confirmed until your arrival. Special Offers & Free Nights can be withdrawn or amended at any time.

## OUR PRICING POLICY

The prices in the brochure were correct at the time of going to print (November 2009) using the exchange rates quoted in the 'Financial Times Guide to World Currencies' and are valid for the period 1 April 2010 to 31 March 2011 where shown. We reserve the right to alter the prices 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. If you have booked a "package" the price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

If you have booked "other holiday arrangements" we will not increase the price of your holiday unless the price shown was "provisional" or there are additional taxes or charges levied by the UK or an overseas government or other regulatory body (including airports/ports) where we reserve the right to pass these on.

## YOUR RESPONSIBILITY

It is your responsibility to arrive on time for flights and transfers and to reconfirm your onward or return flight and departure time. You must behave in a reasonable and responsible manner to other people that you meet in the course of your travel arrangements. We reserve the right to cancel forthwith any holiday arrangements in the event of unruly behaviour towards airline/hotel representatives or other guests and you will be liable in full for cancellation charges and the costs of purchasing replacement accommodation and air tickets.

## OUR RESPONSIBILITY

(a) If you have booked a "package" if any part of your holiday arrangements is not as described in this brochure or does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by us of the obligations we owe you under your holiday contract, we will pay you reasonable compensation having regard to all relevant factors such as the cost of your holiday, any steps it was reasonable for you to take to minimise the inconvenience suffered and the extent to which the deficiency or improper performance can have affected the enjoyment of your holiday. There are qualifications on our acceptance of liability for compensation.

- We will not accept liability if we advised you either at the time of booking or prior to departure of a change to the brochure description.
  - Liability is subject to provisions on "force majeure" and other provisions laid out in these booking conditions, specifically the section on brochure accuracy.
  - We will not accept liability if a deficiency, personal injury, illness or death does not result from any fault on our part or on the part of our suppliers but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party or by circumstances which neither we nor our suppliers could have anticipated or avoided even exercising all due care.
  - Our liability is limited in accordance with certain international conventions (The Montreal convention 1999, the Berne convention 1961, the Paris convention 1962 and the Athens convention 1974) and by the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract. If you would like to see a copy of these conventions they may be obtained on demand by writing to Trailfinders Customer Care, 42-50 Earls Court Road, London W8 6FT (please allow up to 28 days for delivery).
- If you suffer personal injury or death from an activity which is not part of the main holiday arrangements we make for you, we will not be liable to pay you any compensation but we will give you assistance if you are in difficulty and ask us or our representatives for help. This assistance will consist of advice, guidance and, where appropriate and at our discretion, financial assistance up to a limit of £5,000 per booking. Any financial assistance that we give you is for the sole purpose of taking legal proceedings against any third party responsible for personal injury or death. Financial assistance must be requested within 90 days of the accident and is repayable to us out of any damages you may recover from the third party.
- (b) If you have booked "other holiday arrangements" our responsibility to you is the same as if you had booked a "package", with the exception of the clause relating to personal injury or death from an activity which is not part of the main holiday where we will not offer financial assistance to pursue legal proceedings.

## CONSUMER PROTECTION

We hold an Air Travel organiser's Licence (ATOL number 1458) granted by the Civil Aviation Authority. This ensures that in the very unlikely event of our insolvency you will be able to continue with your holiday as planned (if already abroad) or refunded in full if travel had not already commenced.

For single unit arrangements not sold in conjunction with Air Travel, all monies paid to Trailfinders will be legally safeguarded by being held in Trust in a Trailfinders Trust account, thus ensuring that in the very unlikely event of our insolvency money paid in respect of advance bookings (future travel) will be refunded in full.

## AIR TRANSPORT

Flight delays do regrettably happen and in such cases the airline is responsible for your arrangements where necessary. Where long flight delays result in late arrival at your destination, we are unable to give a refund on unused accommodation as rooms are held for delayed arrivals.

## COMPLAINTS

Whilst we make every effort to ensure that your holiday runs smoothly, there may be occasions when things do not go as planned.

- If you have a complaint or problem you must inform the hotel or resort immediately and our local representative as soon as possible in order that they have the opportunity to put things right.
- If your complaint or problem has not been resolved to your complete satisfaction, please either call or send a fax to one of our UK travel centres so that we are given the opportunity to assist.
- If you fail to follow either of these procedures, your right to compensation may be affected, as we will have been deprived of the opportunity to rectify the problem.
- If you still have cause for complaint on your return to the UK, you should write to us within 28 days giving your booking reference number and outlining in full the reason for your complaint or dissatisfaction.

## Trailfinders Customer Care, 42-50 Earls Court Road, London W8 6FT

(e) We are a member of ABTA, membership number V0989 (principal) and 69701 (retail). We are obliged to maintain a high standard of service to you by ABTA's code of conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of or in connection with this contract. Further information on the code and arbitration can be found at [www.abta.com](http://www.abta.com)

The arbitration scheme is arranged by ABTA and administered independently by the chartered institute of arbitrators. This scheme provides for a simple and inexpensive method of arbitration on documents along with restricted liability on you for costs. The scheme does not apply where the claims exceed £5,000 per person or a total of £25,000 per booking, nor to claims which are solely or mainly in respect of physical injury or illness.

## BEFORE YOU GO PASSPORT AND VISA

The information given on p232 is for British Citizens holding a valid UK passport. We recommend that you travel with a passport that has a minimum validity of 6 months remaining at all times as this is an immigration requirement for many countries and airlines. You are responsible for ensuring that you hold the correct documentation for the country that you are visiting and are liable for any costs incurred as a result of a failure to comply.

Trailfinders Visa & Passport Service 0845 05 05 905.

## HEALTH REQUIREMENTS

The guidelines shown for recommended immunisation assume that routine childhood immunisations have been given and that professional medical advice will be sought in conjunction with the guidelines.

Trailfinders Travel Clinic 020 7938 3999.

The Foreign and Commonwealth Office issues travel advisories in relation to travel safety and security and may have useful information about travel and your holiday destination. Details are available from [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

## YOUR CONTRACT

Your contract with us is governed by and construed in accordance with the laws of the United Kingdom and subject to the exclusive jurisdiction of the courts of the United Kingdom to settle any claim or matter arising, unless you wish to submit the claim through a process of arbitration as detailed under the complaints section (e).

## DATA PROTECTION STATEMENT

We have measures in place to protect the personal booking information held by us and passed on to the relevant suppliers of your travel arrangements. These may include public authorities such as customs and immigration along with security or credit card services. If you travel outside the European Economic Area (EEA), controls on data protection may not be as strong as those within the EEA. Unless required to do so by law, we will only pass on your information to persons responsible for your travel arrangements, which may include sensitive information such as details of disabilities, dietary or religious requirements. When making a booking you are consenting to relevant information being passed on as above.