

TERMS AND CONDITIONS

We recommend that you read the Booking Conditions carefully before booking your holiday. In these Booking Conditions "you " means all persons named on the booking (including anyone who is added or substituted at a later date). "We" means Linkair Travels Ltd, when signing the booking form for your holiday you will sign on behalf of yourself and others named in your party that you have read, understood and accepted booking conditions and the holiday information provided in this brochure.

1. While you Contract with Linkair Travels Ltd

a) When booking only one component of a holiday with Linkair (e.g. a hotel without a flight or car hire with out hotel), Linkair acts only as a booking agent for the supplier concerned and accepts no liability for the provision of the service involved.

(b) When booking through a travel agent for arrangements that include, but are not limited to, Linkair arrangements, your contract will be with the agent and not with Linkair, who will simply be a supplier to your agent.

(c) In all other cases your contract will be with Linkair Travels Ltd.

2. HOW TO BOOK YOUR HOLIDAY

After choosing your holiday, either from the brochure or through our tailor-made service, and reading the Booking Conditions, please complete the Booking Form enclosed in our holiday brochure or from our website and send it to us along with the appropriate non-refundable deposit which is mentioned below

3. YOUR DEPOSIT

When you make your booking you must complete and sign the booking form accepting and understanding that all bookings are accepted subject to booking conditions and pay a deposit of £125 per person or 15 % of your total holiday cost, whichever is the higher.

In some cases hotels/resorts, notably beach resorts during peak season, houseboats, wildlife resorts and luxury trains require an advance or full payment immediately on booking. In such cases a higher deposit may be required which will be advised to, if required, while accepting your booking.

4. TRAVEL INSURANCE

We strongly advise Travel insurance is essential and it is therefore a condition of booking that you are adequately insured. We recommend that you take our insurance, details of which are contained elsewhere in this brochure. . If you purchase insurance through Linkair you must notify us of relevant factors, which may affect your particular requirements for cover, for example, if you or one of the members of your group is under a disability or if you or any member of your group is to undertake any hazardous activities during your holiday. If you do not purchase insurance through us it is your responsibility write the name and contact number of your insurance company and policy number (if applicable) on your booking form. We do not check alternative policies. Linkair cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify Linkair of factors affecting your particular requirements for cover. Insurance premiums should be paid at the time of booking and are non-refundable.

5. CONFIRMATION AND FINAL PAYMENT

On our receipt of your completed booking form and the applicable payment, Linkair will issue a confirmation invoice, and it is at this stage that a binding contract comes into existence between you and Linkair.

We are able to confirm all arrangements within a few weeks of receiving the order in most of the cases, except for items which cannot be booked long in advance. In some cases, though, you may need to be patient. If a particular flight, hotel or similar cannot be confirmed you will be offered an alternative. If we have to make a change to the itinerary booked, such as a change of hotel or mode of transport, it is done only after informing you.

If the availability of a certain portion of the holiday, such as a specific hotel, is critical for you it must be specified in writing at the time of booking the holiday. Non-availability of this critical element will entitle you to a full refund of all monies paid, including the deposit amount. If, after notification of the non-availability of some or all of the critical element(s) of your holiday, you decide to still proceed with it, you cannot subsequently cancel it using this condition. Non-availability of the tour booked, or significant portions of it, would entitle you to a full refund of all monies paid, except for bookings made within 8 weeks of departure.

We must receive the balance of your holiday cost at least 8 weeks prior to your departure via the office at which you made your booking. If you make a booking 8 weeks or less before departure you must pay the full cost at the time of booking. If the balance is not paid in full and on time we will write to you or telephone you to remind you that payment is due. If you have not paid within 7 working days of receiving our reminder, we reserve the right to treat the holiday as cancelled by you, retain your deposit and apply cancellation charges as set out in paragraph "Cancellation Policy"

6. TRAVEL DOCUMENTS

Your travel documents are normally sent to you approximately 2 weeks before your departure. This includes your international flight tickets, Insurance certificate (if purchased through us), a final itinerary, local agents on arrival at your destination, baggage tags, and suggestions including amounts for tipping, foreign exchange conversion etc. Rest of the documents, such as hotel vouchers, internal flight and train tickets are supplied to you on arrival at your destination.

Contact us immediately for any information, which appears on the confirmation or any documents appear to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not tell us about any mistake in the travel documents within ten days of receiving it.

7. ALTERATIONS OR CANCELLATION BY YOU

(a) If you wish to make any amendments to your holiday after the confirmation invoice has been issued, for reasons other than non-availability of some portion of the programme, you must inform us in writing and we will do our best to implement your request. In the event that we are able to do so, an amendment fee of £15 per alteration per person will be charged in addition to the actual costs and price variation resulting from the alteration.

However, if you (i) change to a different departure date, tour or destination or (ii) change your booking less than 8 weeks before departure, this will be treated as a cancellation and you will be liable for the cancellation charges highlighted in our Cancellation policy.

(b) In case you wish to alter any aspect of your tour after it has commenced, Linkair and/or their agents will do their best to make the changes you have asked for, subject to you being responsible for any cancellation/retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Linkair and/or their agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.

(c) If you want to transfer your booking to another person, you may do so provided the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments. Requests for a transfer must be made in writing at least 30 days prior to

departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £20 to cover our administration costs plus such amount as our suppliers will require to effect the change. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges will be payable by you.

Should you wish to cancel your tour, you must notify Linkair in writing stating the reasons for cancellation as you may be covered by your insurance policy. Such cancellation will deem to take place only on the date of receipt of your written request and will attract the following cancellation charges

8. CANCELLATION POLICY

Should you or any member of your group wish to cancel your tour you must notify Linkair in writing. Such notification will only be deemed to have been given on receipt of your letter, since we can only act on receipt. Please state the reason for your cancellation as you may be covered by your insurance policy

Period before scheduled departure date within which written instructions are received	Cancellation fee shown as a % of holiday costs excluding insurance premiums and amendment charges
More than 56 days	Deposit only
56 to 29 days	40%
28 to 15 days	60%
14 to 8 days	75%
07 to 04 days	90%
03 to day of departure or later	100%

9. CANCELLATION OF A TOUR BY US BEFORE DEPARTURE

We reserve the right to cancel a holiday on offer by us, including tailor-made holidays, without assigning reasons any time over 8 weeks before departure date. If such cancellation takes place we will offer you a comparable alternative or at your option refund all monies paid by you.

If we cancel your holiday within 8 weeks of departure it is likely to be for one of the following reasons.

a) Due to non-payment or late payment of the balance amount due. In such cases an alternative Period before scheduled departure date within which written instructions are received Cancellation fee shown as a % of holiday costs excluding insurance premiums and amendment charges More than 56 days Deposit only 56 to 29 days 40% 28 to 15 days 60% 14 to 8 days 75% 07 to 04 days 90% 03 to day of departure or later 100% holiday or refund will not be available and cancellation charges will apply.

b) Due to circumstances beyond our control. These could be cancellation of international or domestic scheduled service, technical problems with transportation, civil disorder, riots, strikes, natural disasters, accident or pollution, terrorist activity, war or threat of war etc. In deciding whether it is safe to visit a certain destination or not, we depend on the advice of the British Foreign and Commonwealth Office. In such instances we may offer comparable alternative arrangements or at your option make a full refund of all monies paid.

c) Due to non-availability of significant portions of the holiday booked, in such instances we may offer comparable alternative arrangements or at your option make a full refund of all monies paid except in cases where the booking is made within 8 weeks of departure when any non-refundable costs already incurred will be passed on to you. In the unlikely event of us canceling a holiday within 8 weeks of departure for reasons other than those listed above we will offer you a compensation of £20 per person and, if such cancellation is within 14 days of departure, a higher amount of £50 per person.

9. FORCE MAJEURE

In this Booking Conditions, "force majeure" means any event 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 war or threat of war, riot, civil disobedience or strike, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, closure of airports, technical or maintenance problems with transport and changes of schedules of transport providers and all similar events outside 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 contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure".

10. YOUR RESPONSIBILITIES

You are responsible for ensuring certain responsibilities with regard to your holiday booking, and these responsibilities are listed below. Linkair will in no way be liable for any loss, damage, illness, discomfort or costs of whatever kind which may result to you as a result of failing to discharge the responsibilities described below:

Passports: British citizens require a full British passport (valid for at least 6 months beyond the end of your holiday). Please note Visitor's passport is not accepted. For passports issued after the 5th October 1998 Persons under 16 years cannot travel on their parent's passports and are required to have their own individual passport. In case if you or any member of your party is not a British citizen or holds a non-British passport, you must check passport requirements with the Embassy or Consulate of the country (ies) to or through which you are intending to travel.

Visas: General information concerning visa requirements is set out in our Documents & Health section. We will notify you of any changes to visa requirements, which occur before your confirmation invoice is issued, but please note that further changes could take place before you travel. Non-British citizens should check with their nearest consulate or embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation prior to departure.

Health: As these requirements are subject to change and passengers are reminded that they are responsible for complying with entry and health requirements of all countries they intend to visit. A Department of Health leaflet (Ref -T3) 'A Traveller's Guide to Health ' is available on request or may be obtained free from your Doctor, Travel Agent or by phoning Free phone 0800 555777. Requirements may of course change and all clients must check the up to date position in good time before departure. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry the correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly

Documents: It is your responsibility to ensure that passports, visas, vaccination certificates and all other necessary documents are in order and, where appropriate, in your possession. It is your responsibility to arrange adequate insurance cover for your tour and to take relevant details of the policy with you.

Transportation: It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

Behavior: You must not behave in a way which may cause distress or annoyance to others or which may create the risk of danger or damage to property. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, Linkair will not refund any portion of the cost of your holiday and, if Linkair incurs any expense as a result of your behavior, you will be obliged to compensate us for that expense.

11. YOUR COMPLAINTS & PROBLEMS

In an unlikely event that you have cause for complaint about any of the services or facilities provided in connection with your holiday arrangements booked with Linkair during the holiday please bring it to the notice of our Local Representative/Agent and/or the hotel who will try their best to solve the problem. If the matter cannot be put right on the spot you must ask our representative for a Holiday Response Form which you must then complete in his presence. One copy will be given to you and other copy will be sent to our office.

It is not advisable to do nothing about a problem when it occurs but to later write to us seeking recompense. If we feel you avoided action to redress a problem when it occurred, no compensation will be offered if it is brought to our attention later. If the problem remains unresolved in spite of your pointing it out locally to our agents when it occurred please write to us within 28 days of the completion of the holiday. We shall investigate the complaint and send you a reply as soon as possible.

12. ARBITRATION

In the unlikely event of us not being able to reach an amicable settlement, the dispute, if you so wish, may be referred to an arbitrator appointed by the Chartered Institute of Arbitrators under a special scheme devised for the travel industry. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims greater than £500 per person or £7500 per booking form or to claims that are solely or mainly in respect of physical injury or illness. The application for arbitration must be made within nine months of the date of return from the holiday but in special circumstances it may still be offered outside this period.

13. ENGLISH LAW

Your holiday contract with Linkair and any matters arising based on the terms of these Booking Conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

14. CONSUMER PROTECTION

Linkair hold an **ATOL license** issued by CAA [ATOL 5047]. This means air holidays in this brochure are ATOL protected. 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 us for an advanced booking.