

# BOOKING CONDITIONS & HOLIDAY INFORMATION

Last updated on 01 June 2012 (v10.120601)

Please read the information below, it is important and forms your holiday contract with us.

Your contract is with C. I. TRAVEL GROUP LTD (hereinafter known as C. I. Travel Group), trading as [jerseytravel.com](http://jerseytravel.com), [guernseytravel.com](http://guernseytravel.com), Channel Islands Travel Service, Airways Holidays, Lewis's Holidays, Discover Jersey and Guernsey, Travtel, FlyDirect and Bontour, (registered in Jersey no. 23569), a member of ABTA.

## 1. 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 or the booking is confirmed on our website. 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.

If it has not been possible for you to have seen these terms and conditions, or cancellation charges were not made known to you at the time of booking and you are not happy to proceed, please return all documentation to us within seven days. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This option does not apply if your booking was made within 10 weeks of travel or where certain airlines and accommodation providers require full payment at the time of booking.

## 2. Your financial protection

### a) Holidays and flights booked and departing from the United Kingdom

We provide full financial protection for our package holidays. For flight-based holidays this is through our Air Travel Organiser's Licence number 1965. 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) When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA with Royal & Sun Alliance Insurance Plc and Travel & General Insurance Company Plc.

When you book an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate (with effect from October 2012). This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in these circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

### b) Holidays and flights booked and departing from The Channel Islands

We provide full financial protection for our package holidays, by way of a bond held by ABTA with Royal & Sun Alliance Insurance Plc and Travel & General Insurance Company Plc.

The price of all our holiday packages includes the amount of £2.50 per person (excluding infants) for your financial protection. This charge is included in our advertised prices. Please note this charge is subject to alteration and any increase will be advised at the time of booking.

## 3. ABTA

We are a member of ABTA, membership number V0300. 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 this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from your holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 4. Your holiday price

a) We reserve the right to increase or decrease published prices of any holiday. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. Where verbal quotations have been made to you, it is possible for errors to occur. Where quotations made are subsequently found to be incorrect, we reserve the right to amend the price quoted even if the confirmation invoice has been issued. If this occurs, you will have the right to cancel the holiday and receive a full refund of monies paid.

b) When you make a booking you must pay a deposit (amount advised at the time of booking) and if required the insurance premiums for the holiday arrangements. The contract with the insurance company is in force from the date we receive your premium. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If you book less than 8 weeks from departure you must pay the total cost of your holiday on booking. All payments due can be made by credit or debit card or by cheque made payable to C. I. Travel Group. There is no charge for paying by debit card or cheque. Due to charges imposed on us by bank or intermediaries, a transaction fee is applied to all credit card payments. Currently (May 2012) this fee is 2.5%. Please note that these charges may be amended at any time without notice. If the balance is not paid in time, we shall cancel your travel arrangements and retain your deposit. In the event of a cheque not being honoured by the bank on which it is drawn we will make a charge of £50 to cover the bank charges and our administration costs. Where accommodation, travel or other arrangements are purchased from suppliers in currencies other than £ sterling, these are priced at the exchange rate applicable at the time of publication and/or quotation.

c) Changes in transportation and accommodation 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 mean that the price of your holiday arrangements may change after you have booked. However, there will be no change 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 holiday arrangements, which excludes insurance premiums and any amendment charges. You will be charged the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means you have to pay an increase of more than 10% of the price of your holiday 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 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. (Note: a full refund will not apply in respect of airline tickets that require full payment at the time of booking.) We will consider an appropriate refund of insurance premiums 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.

d) All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for as long as we do not fail. If we fail, any money held at the time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## 5. If you change your booking

If, after your 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 £30 per person and any further cost we incur in making this alteration. If all names change on a booking, then cancellation charges will apply. You should be aware that these costs could increase the closer to departure date that changes are made and you should contact us as soon as possible. A change made within 6 weeks of departure and affecting the UK airport/port, date or holiday duration or the number of passengers will result in the cancellation of the original booking and may be subject to the scale of charges described in clause 7. Note: Different cancellation terms, up to 100%, may apply for bookings that include certain accommodation and travel arrangements. These terms will be advised at the time of booking.

## 6. 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 in clause 7.

Note: No refund will be due in respect of airline tickets (electronic or paper) that either require full payment at the time of booking or have been issued (normally about six weeks from departure).

## 7. If we change or cancel your holiday

It is unlikely that we will have to make any changes to your holiday 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 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 you compensation as set out in this clause (excluding infants).

In accordance with EU regulations 2111/2005 we are required to advise you of the actual carrier operating your flight. This will be shown on your booking confirmation. Any changes to the actual airline after you have received your ticket information will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights/sea crossing 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 (see note 2), we will pay compensation as detailed below (excluding infants):

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>	<i>Amount of cancellation charge (excl Insurance premium)* see note 1</i>
More than 56 days	Nil	Deposit only	Deposit only
56 - 43 days	£5	Deposit only	30% or deposit if greater
42 - 29 days	£10	100% of holiday cost + £10	50% or deposit if greater
28 - 15 days	£15	100% of holiday cost + £15	60% or deposit if greater
14 - 8 days	£20	100% of holiday cost + £20	75% or deposit if greater
7 - 3 days	£25	100% of holiday cost + £25	100%
2 days or less	£30	100% of holiday cost + £30	100%

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Force Majeure means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemic, unavoidable technical problems and transport.

## 8. Travel Delays

It is our policy that once you have checked in with your airline or ferry operator, that you are their responsibility. In common with many coastal resorts, the destinations in this brochure occasionally suffer from fog and sea mists and ferry crossings can be affected by rough seas. Adverse weather conditions can result in delays and diversions and even cancellation of some services. Transport may also be cancelled due to technical problems or force majeure. Except where this leads to a significant alteration to contracted services, we will not be liable for any loss or expense incurred, or obliged to refund any payment for unused accommodation or services at your destination.

Should your travel be delayed or cancelled, we recommend that you have sufficient funds to obtain additional meals and accommodation. These costs may be covered by travel insurance, which is strongly recommended (see C. I. Travel Group insurance).

## 9. Accommodation Descriptions

C.I. Travel Group cannot accept responsibility for representations as to the accommodation, services or food provided with the accommodation which have been made to you directly by the hotel and not by or through ourselves. In the case of half board bookings we regret we are unable to compensate you for any meals missed due to late arrival at the hotel for any reason.

## 10. Disabled passengers

We do everything we can to provide the highest level of service to all our customers. If wheelchairs are required at the airport please advise us well in advance (at least 7 days). Please note we cannot arrange transfers for passengers who need to remain in their wheelchairs. We would point out that there is a possibility that airlines may charge for handling wheelchairs and aircraft lift ons/offers and we must therefore reserve the right to pass on such charges should they arise.

## 11. If you have a complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative or our local office 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 the address shown on your confirmation 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 our representative or local office without delay 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. Please also see clause 3 above on ABTA.

## 12. 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 holiday 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 holiday 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 2 times the cost of your holiday 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 head office at C. I. Travel Group, Heron House, Jersey Airport, Jersey, JE1 1BW. Telephone 01534 496600.

Under EU law (Regulation 261/2004) 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. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 13. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to 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, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

## 14. ID, passport and immigration requirements

For security reasons passengers require photographic identification such as a valid passport or a photo card driver's licence. Your specific passport and visa requirements and any other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept responsibility if you cannot travel because you have not complied with any security, passport, visa or immigration requirements.

## 15. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of the package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

These terms and conditions are our own, as your tour operator. It is not issued on behalf of, and does not commit carriers mentioned therein or any carriers 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.