

# Holiday agreement

## Booking agreement

Your contract is with Premier Holidays Limited, 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 this contract. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of this booking agreement together with the essential information and other information contained in this brochure and is 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.

### 2. Your financial protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 2713) administered by the Civil Aviation Authority for air inclusive holidays and a bond held by ABTA for all other holiday arrangements.

When you buy an ATOL protected air holiday from us, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2713. 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. The price of our air holiday packages includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### 3. ABTA

We are a Member of ABTA, membership number V0762. 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 on ABTA's website [www.abta.com](http://www.abta.com)

The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

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 IDRS 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 us to agree for 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).

### 4. 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 £150 per person or 10% of the total holiday cost (whichever is the higher) for inclusive holidays or £50 per person for accommodation only. On occasions, higher deposits may be required and you will be advised of any additional deposits relevant to your holiday at the time of booking. 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 price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 7 March 2008.
- For Advance Registrations (which will be clearly detailed on the invoice) where we cannot confirm all components of the booking

at the time of issue, we will endeavour to do so as soon as possible. Should we be unable to confirm any components you may opt to accept revised alternatives with any applicable price adjustments or receive an immediate refund of any monies paid.

- 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 mean that the price of your travel 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 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.

### 5. 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 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 per person, 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. some types of airline ticket) 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.

A 'change' is deemed to be a correction or an enhancement to the existing holiday. If you request major alterations to your holiday (this includes, for example, changing dates of travel, substituting destinations or any other changes which significantly alter the original holiday) this will be termed a cancellation and charges, as per clause 7, will apply.

If you alter any arrangements during your holiday (for example, checking-out of the hotel early or returning a hire car early) no refund for unused accommodation or services will be made. Where flights are not used, this is likely to result in all other flights on your itinerary being automatically cancelled by the airlines and we will not be liable for any losses or expenses you incur as a result of this.

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

- If one member of the party wishes to cancel, this may mean that the accommodation booked will be underoccupied and will result in the remaining passengers having to pay any applicable supplements to retain the booking e.g. changing a twin room to a single room. The person who cancels will still remain liable to pay cancellation charges as per the scale below.

No of days before departure when we receive your cancellation	Amount of cancellation charges expressed as a percentage of the holiday price (excluding insurance)
More than 56 days	Deposit only
56 - 43 days	50%
42 - 29 days	70%
28 - 22 days	80%
21 - 8 days	90%
7 days or less	100%

- If you are prevented from taking your holiday you may transfer your booking to someone who could have booked the holiday originally, subject to the approval of all interested suppliers. You must give us reasonable notice before the departure date to enable us to change airline bookings, etc - this normally requires 21 days notice. A transfer fee of £25 per person will be charged plus any additional costs we incur. If you transfer the booking before paying the balance of the price, you will remain liable to pay it (and our transfer fees) if the transferee fails to do so. Some airlines restrict or do not permit the facility to change names on bookings and it may therefore not be possible to transfer your booking. In this case, your booking will be treated as a cancellation and you will be liable to pay cancellation charges as detailed above.

### 7. 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.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by providing details on your confirmation invoice.

Any changes to the actual airline after you have received your tickets 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 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. Examples of "major changes" include changes to your UK or end destination airport, alteration to the times of outward or return flights by more than 12 hours, changes to your resort area or an offer of accommodation of a lower official classification. 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:

No of days before departure	Amount per person you will receive in addition to refund of monies paid
56 - 43 days	£10
42 - 29 days	£20
28 - 15 days	£30
14 - 0 days	£40

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

**Force Majeure:** This 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.

### 8. If you have a complaint

Every effort is made to ensure that the accommodation and resort descriptions we use are fair and accurate in order that you can select the best possible holiday to suit your own personal requirements and tastes. However, if you find on arrival that the accommodation reserved for you or the resort area are not to your personal liking, then we will endeavour to arrange a suitable alternative. Naturally, this will be subject to availability and any extra cost will have to be paid by you at the time of your request to change. Please note, this may be in addition to any cancellation fees levied by the original accommodation booked, and subject to any applicable administration fees.

If you are dissatisfied with any aspect of 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 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 (or our Head Office in the UK) 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.

### 9. Our liability to you

We accept responsibility for the proper performance of the services we have contracted to provide and if they are not provided to a reasonable standard (in compliance with local authority minimum standards) due to the fault of our employees, agents or 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:

- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- 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 at Premier Holidays Ltd, Westbrook, Milton Road, Cambridge, CB4 1YG.

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. 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)

### 10. 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.

### 11. 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. Everyone, including infants and children, must be in possession of their own passport, which must be valid for six months beyond the date of return. The names shown on your confirmation must match your passports.

We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements and we will not be liable for any costs incurred or for any changes to arrangements or loss for cancellation.

### 12. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your 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.

### 13. Insurance

We strongly recommend that you take out an insurance policy. We can offer you comprehensive insurance cover under our scheme. Where you take out our insurance, the premium must be paid at the time of booking and is not refundable under any circumstances. Insurance should always be taken at the time of booking as you are at risk as soon as your deposit is paid to us. If you fail to make appropriate insurance arrangements in a timely manner, we will not be liable for any losses or expenses which you may incur for claims which might normally have been covered by insurance in respect of circumstances for which we are not responsible.

## Essential information

### Brochure accuracy

Every care has been taken to try and ensure that all information detailed in this brochure was accurate at the time it went to print. However, due to circumstances beyond our control some details may change. It is possible that an advertised facility may be withdrawn or temporarily unavailable according to season, or due to weather conditions, lack of demand, a private function, for maintenance, renovation etc. For example, swimming pools are sometimes emptied, lifts serviced, air-conditioning restricted, local amenities such as water, electricity and waste disposal facilities may be limited by Local Government Authorities. Even a beach and its facilities can be affected by bad weather and stormy conditions may result in debris being washed ashore at certain times of the year. We will advise you of any significant changes to facilities at the time of booking or as soon as practical if information is received after your booking has been confirmed and if time permits. You may also find there is a local charge for the use of hotel tennis courts, hire of equipment, sun beds, watersports, health clubs, baby sitting, cots etc. Weather information, mileage and maps given in this brochure are guidelines only.

### Building and development work

Some locations may unavoidably have work underway to public areas and facilities. Whilst we will endeavour to advise you of any building or refurbishment work underway at any properties you have booked, we cannot anticipate where work will take place outside of the hotel grounds. All the hotels featured strive to maintain high standards, and as such there may be the necessity for some ad-hoc and unforeseeable maintenance work.

### Hotel grading

Whilst the hotels we feature offer standards of accommodation and facilities according to their grading, you should be aware that standards may vary between hotels of the same grading in different countries and even in the same country. Because competition and demands are higher in cities, this may mean that a bronze hotel in the city will be of a higher standard than the same grade at the beach where a more relaxed approach is often adopted. Some destinations such as Sri Lanka, India, Indochina, China, the Seychelles and the Maldives, are still in the early stages of developing their tourism economies. As such, facilities and amenities outside the hotels may prove to be limited or basic.

In remote areas, particularly on tours, the choice of accommodation is limited and standards may not be as high as in the more developed city and beach resorts.

### Room descriptions

Accommodation in all hotels, whatever the grading, is based on the 'standard room' category unless otherwise stated. A supplement is payable for alternative room categories. It is common practice to use different descriptions for rooms to indicate varying views as well as better facilities. For example, a standard room type, but with sea view, may be described as 'superior' or 'deluxe', although the décor and size of the room itself will be the same. In some cases, a 'superior' or 'deluxe' room may be the standard room type available in the hotel, so you should not automatically assume that this indicates a room of a higher standard. Some beach resort rooms are described as seafacing. However, these rooms may not necessarily have a view of the sea, as it may be affected by plants and trees which grow quickly in tropical climates.

### Room occupancy

Rooms are often described as being 'twin' or 'double'. However, this often means the same thing - that the room is suitable for an occupancy of two. The bed configuration remains at the discretion of the hotel and whilst special requests, such as that for either double or twin beds, will be forwarded to the hotel, they cannot be fully guaranteed.

Where three adults share a room, accommodation may be in a standard sized twin room with an extra folding bed or in the existing

bedding which may involve adults sharing a double bed. This may be slightly cramped and you should bear in mind that there will be no additional storage space. If a folding bed is required this must be requested at time of booking and an extra charge may be made by the hotel which is payable locally. See Child Reductions Section for details of child accommodation arrangements. The names and arrival details of all room occupants will be required at the time of booking. Many hotels will make a charge payable locally if occupancy is amended during your stay.

### Early or late arrivals

Rooms are normally available on your arrival day from 1500 hours onwards and you will be required to vacate your room by mid-day on your departure day.

### Local conditions

Please bear in mind that if your hotel is located within a town or city you are likely to experience some street and traffic noise within your hotel room even when the windows are closed. Cities the world-over have their less salubrious areas. These can sometimes be found in central locations and may be in close proximity to tourist areas.

### Meals

Meal arrangements will be shown on your confirmation. Unless otherwise stated breakfast refers to buffet breakfast. Where other meals are included these may also be buffet style. If a half or full board option is selected, the fixed menu meals are usually taken in one specified restaurant in the hotel. It may be possible to obtain a credit locally to use against an "à la carte" menu in another restaurant.

All inclusive arrangements usually include breakfast, lunch and dinner as well as drinks throughout the day. Drinks are usually confined to soft drinks, house wine and local brand beers and spirits. You may have to pay for "name brands".

Many hotels hold special dinners on 24 December and/or 31 December, which are usually compulsory for stays including these dates. We will advise you of the price of any applicable compulsory special dinners at the time of booking, if known, or at a later date when a revised invoice will be issued. If we have to advise you of special dinner prices after your booking has been confirmed and if you do not find the revised price to be acceptable, you may opt to cancel the holiday in its entirety and receive a full refund of all monies paid providing you notify us in writing within seven days of the date of the revised invoice.

### Child reductions

When sharing a room with two full paying adults, child reductions (for children aged 2 - 11 years) may be available. In some cases children may stay free at selected hotels if they share existing bedding, which may involve sharing a double bed with adults. Prices for infants (under 2 years on the date of return travel) are available on request. Baby cots can be requested from the hotel in advance. A nominal charge may be made for these, which should be paid locally. Sky cots for 'small' infants (weight, age and size restrictions vary between airlines) may also be available on flights and should be requested at the time of booking.

### Premier Plus, Bonus Buys and Early Booking Offers

All offers are available for holidays (excluding accommodation and land only bookings) started and completed within the period stated and all nights must be consecutive. They may also be subject to availability and for bookings made by a certain date or may be withdrawn at any time without prior notice. Offers for items such as champagne are per booking, not per person.

### Honeymoon and anniversary offers

If you are celebrating your honeymoon, silver, pearl, ruby, gold or diamond wedding anniversary (offers not valid for other anniversaries) and wish to take up any offer, you must advise us at the time of booking. You will be required to present your marriage certificate to claim any offers.

### Special requests

If you have any special requests relating to your holiday, you should advise us when you make your booking. Although we are happy to pass on any requests to our suppliers, we cannot guarantee that they will be fulfilled and any additional costs involved will be passed on to you. Any special requests, which have been advised to us, will be shown on your confirmation. Special requests do not form part of your contract with us.

## Special needs

We are delighted to offer advice for clients with special needs or disabilities. The nature of the destinations is such that many do not have specially adapted facilities and may lack important features such as ramps or lifts. Similarly the level of specialist service may vary at different airports and with different airlines. Please note that in order to comply with ferry/airline regulations we do require that detailed information with regard to needs, assistance and facilities is made available to them when your booking is made. Some airlines place restrictions on the number of passengers with special needs they can carry. The type of facilities available may be restricted in accordance with the type of aircraft in service or the airport itself. We require that you provide us with full details of any special needs in writing at the time of booking and a Special Needs form will be sent to you for this purpose. You should ensure that you complete this fully and include all relevant information on it. This form will then be forwarded to the relevant suppliers and is the basis on which all arrangements will be made. If the form is not sent to you, please ensure that you ask for it.

## Healthcare and vaccinations

Remember that mosquitoes and other insects are prevalent in many parts of the world, so it is advisable to take a suitable repellent. At the time of going to print no compulsory vaccinations were required for the destinations featured in this brochure. However vaccinations against Cholera, Hepatitis A, Typhoid and Polio are recommended, as is a course of Malaria tablets for certain destinations. If you have recently visited an area known to be infected with Yellow Fever, you may be required to produce a certificate of vaccination against Yellow Fever before being granted entry into some countries. For further and up to date advice please contact your GP or refer to the Department of Health leaflet "Advice on Health for Travellers" or alternatively, visit their website at [www.doh.gov.uk](http://www.doh.gov.uk).

In tropical destinations please do not assume standards of hygiene, public services and efficiency are the same as the UK. In particular, exercise care in matters of hygiene and choice of food and drink. We also recommend that you avoid ice in drinks, unless you are sure it has been made from purified water. Please remember that a tropical climate means that insects (eg cockroaches) in rooms must be expected. The high humidity of tropical climates may also cause condensation and moisture in rooms, particularly if windows are (or have been) left open. This should not be viewed as a lack of cleanliness or hygiene, but part of travelling to such destinations. After heavy rain jelly fish and sea urchins can be attracted to shore.

## Special events, fairs and festivals

Special events, fairs, trade shows, festivals or simply high demand in some destinations may result in limited availability of accommodation which may only be secured by paying higher prices to those we have specially negotiated on your behalf. Minimum stays may also be required. It is impossible to list all the special events in this brochure, as full details are not always available at the time of going to print. However, if the date you select for your holiday falls over a special event or we are unable to offer accommodation at our brochured properties, we will be pleased to provide a tailor-made quote using alternative hotels or provide a quotation at the special event rates applicable. Bookings made for special event periods may also be subject to revised conditions and payment schedules.

## Seasonal entertainment and restricted opening

Some of the attractions mentioned do not operate or open all year round or on every day of the week. This information is not always available to us so we cannot guarantee that any attraction mentioned will be open on the day you visit. During low season, hotels may amend entertainment programmes and some restaurants and facilities may be closed. Please ask at the time of booking if this is important to you.

## Tours

Depending on their popularity and the time of year, you may find that group sizes vary. On some occasions the tour may be private, in which case it may be carried out by private car, while at other times you may join a larger group.

## Prices and payment

Telephone quotes, including any holidays not featured in our brochure where tailor made arrangements apply, are subject to written confirmation. Payment can be made by cheque, debit or credit card. Please note that payments made by credit card may be subject to a handling fee.

## What's included...

To make budgeting for your holiday as easy as possible and to offer you the best possible value for money, we have included so much more in the price

- Economy class air fares on scheduled flights as per itinerary (optional premium economy, business and first class travel is available at a supplement). Premium class upgrades may only be available for inter-continental routes and regional and domestic routes may still be booked in economy class
- Accommodation, meal basis and sightseeing as specified on your itinerary
- Premier Plus: exclusive and practical benefits - as specified on each hotel description
- Government taxes and service charges on pre-booked hotel rooms and meal arrangements
- Services of our local appointed agent or representative.
- UK airport taxes, air passenger duty and applicable passenger service charges. All overseas airport departure taxes except in Tobago, Laos, Cambodia and Zambia
- Transfers between the overseas airport and your chosen accommodation, and between resorts for multi-centre holidays unless otherwise stated. Transfers are not included on accommodation only bookings or on Hawaii inclusive holidays unless specifically requested and the appropriate supplement paid

## ...and what's not

- Visa fees
- Overseas airport taxes in Laos, Cambodia, Tobago and Zambia
- Portage
- Holiday insurance premium (strongly recommended)
- Optional excursions
- Supplements to basic holiday prices, e.g. higher room categories, meals and flight or travel supplements
- All items of a personal nature, e.g. drinks, laundry, room service, telephone calls, etc.
- Charges for additional services e.g. spa treatments, sports facilities, children's clubs etc.
- Any government taxes or compulsory charges introduced after publication of this brochure
- Christmas Eve and New Year's Eve gala dinners, which may be compulsory and for which an additional charge will be made
- Transfers are not included on accommodation only bookings or on Hawaii inclusive holidays unless specifically requested and the appropriate supplement paid

## Your travel arrangements

When you book your holiday we will give you the best information we have then about your travel dates, time, routing, carrier and aircraft type. However carriers can and do change dates, times and routing at very short notice and we cannot control these changes. When such changes are made, we will do our best to help you make arrangements to minimise inconvenience to you. If we are notified, in advance, by the airline of schedule changes affecting your itinerary, we will notify you (if there is time to do so before departure). If the timing change is two hours or less, this will be advised to you on your travel documentation when issued. If the schedule change is more than 12 hours, you may choose to cancel your holiday and receive a full refund and, save where the change is for reasons of force majeure, you will have a right to compensation. We cannot accept responsibility if you miss your departure because you check in late. Whilst we cannot guarantee specific seat allocation, some airlines do accept requests which we will be pleased to pass on. The vast majority of flights are now non-smoking services.

## Travel delays

It is our policy that once you have checked in you are the responsibility of the carrier. Transport may be cancelled due to bad weather, 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 in such cases, nor obliged to refund any payment for unused accommodation or services at your destination. Where we have a representative present, we will always try to help you to make appropriate arrangements for meals and/or accommodation if your transport is delayed; you will have to pay for any such services. However, if you have purchased holiday insurance, you may find that it will pay certain benefits in the event of delays.

## Code share flights

On certain routes, airlines operate a "code share" system, whereby flights will operate under two airline flight numbers. However the aircraft and staff will be supplied from only one of the two carriers involved. We cannot guarantee which carrier will be operating any given "code shared" flight and a change in carrier is not considered to be a major change.

## Independent accommodation arrangements

If, during part of your itinerary, you make your own accommodation arrangements, we ask that you provide us with contact details for this period. This is so we can contact you should there be any changes to your onward arrangements, e.g. a flight schedule change or other changes to your itinerary or a need to pass on any other important information to you. If you fail to provide contact details we cannot accept any responsibility for missed connections or costs incurred as a result. As part of our agreements with airlines, some of them require that you book accommodation with us for the entire duration of your holiday and we may, therefore, be unable to confirm bookings where you have made your own arrangements for any part of the itinerary.

## Representation services

We have appointed agents in most of the destinations featured. However, in some areas, because of local conditions or the remoteness of an area, representatives may not make visits to hotels. You may be contacted by phone or a telephone number will be provided to enable you to contact the agent's office if you require assistance. These services are provided for inclusive holiday bookings only.

## Safety and security

You can obtain current travel advice from the Foreign and Commonwealth Office Travel Advice Unit on 0845 850 2829 or from their website [www.fco.gov.uk](http://www.fco.gov.uk). If the Foreign and Commonwealth Office advises against travel to a destination, then we would take appropriate action and seek to arrange an alternative holiday, subject to availability. In such an event, your holiday cost would be adjusted to reflect the revised arrangements. In some cases it may be necessary to cancel your holiday completely, in which case you will receive a full refund of all monies paid to us.

Hurricane season in the Caribbean generally runs from late August to November. Holiday arrangements during this time may be disrupted and both you, and we, will be bound by local regulations and evacuation orders. Safety takes priority over any inconvenience which may be caused and we cannot be held liable for disruption or costs incurred as a result of this.

## Fellow travellers

Whilst we can appreciate that other travellers may, on occasion, not act entirely as we would wish, we regret that we cannot be responsible for any inconvenience or loss incurred as a result of their behaviour. Some hotels may be accommodating group parties or providing entertainment/facilities for private functions during your holiday and this may restrict availability of certain facilities to hotel residents for a period of time. If we incur costs or claims from other travellers about you, we reserve the right to claim against you.

## Data protection policy

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we, and your travel agent, need to use the information you provide such as name, address, any special needs/dietary requirements, etc. We take full responsibility for ensuring that proper measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may also be supplied to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Areas (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons). Please note that where information is held by your travel agent, this is subject to your agents own data protection policy. Your data controller is Premier Holidays Ltd. You are entitled to a copy of your information held by us. If you would like to see this, please contact us.

*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.*



The Maldives

## Travel Insurance

Important information about your Premier Holidays Travel Insurance. We strongly recommend insurance to all our customers. Premier Holidays have arranged through Voyager Travel Insurance Services Ltd, a quality holiday insurance. The applicable premium per person (set out below) must be included with the deposit. Full details of cover will be sent with your holiday confirmation/invoice.

**Insurer** - This insurance is underwritten by ELVIA Travel Insurance International N.V. (Netherlands) and administered in the United Kingdom by Mondial Assistance (UK) Limited.

Telling us about relevant facts - Before you travel you must tell us about anything that may affect your cover. If you do not tell us about something that may be relevant, your cover may be refused and we may not cover any related claims.

**Policy document** - The policy wording gives you full details of what is and what is not covered and what to do if you need to claim. It is very important that you read the whole of this policy before you travel and make sure the cover is suitable for you. Please make sure that you take it on holiday with you in case of an emergency. A copy of the policy wording is available on request, if you require full details of cover prior to buying this insurance, please ask us to send you a copy.

**Summary of Cover** - The following is only a summary of the main cover limits and you should read the policy document for the full terms and conditions. All details correct as at date of print but subject to change without notice.

**Cancellation or curtailment:** Up to £5,000

**Emergency medical & associated expenses:** Up to £10 million

**In-patient benefit:** £20 per day up to £1,000

**Loss of passport:** Up to £500

**Delayed personal possessions:** £200

**Personal possessions:** Up to £2,000

**Personal money:** Up to £500

**Personal accident:** Up to £30,000

**Journey disruption:** Up to £1,000

**Delayed departure:** £40 after 12 hours £20 each additional 12 hours up to £200

**Delayed departure - cancellation:** up to £5,000

**Personal liability:** Up to £2 million

**Legal expenses:** Up to £20,000

**Policy limits** - Each section of the policy shows the most you can claim but other limits may apply. For example under the Personal Possessions Section there are other specific limits for any one item and for valuables (including photographic equipment). If you intend to take expensive items with you please check that you are fully covered.

**Conditions and exclusions** - Your policy does not cover all possible events and expenses. There are conditions and exclusions that apply to individual sections of the policy and general conditions and exclusions that apply to the whole policy.

**Health declaration and exclusions** - This policy contains exclusions relating to pre-existing medical conditions.

You will not be covered for any claim arising from a medical condition for which, at the time of taking out this insurance: -

1. Any of you have received treatment from or had a consultation with a doctor or hospital specialist in the past 6 months (other than for a routine check up or repeat prescription);

2. Any of you have been referred to or are any of you waiting to see a doctor or a hospital specialist for treatment, tests or investigations? (For example awaiting further treatment or investigations or the results of any tests);
3. Any of you have been diagnosed with or treated for cancer, heart related, breathing or circulatory conditions in the last 2 years; Unless the condition(s) has (have) been declared to and accepted by the Insurers in writing.

### Please note that you will not be covered

- i) for any claim arising from a medical condition of someone you were going to stay with, a travelling companion, a relative or a business associate if you are aware of the medical condition at the time your policy was issued as stated in 1, 2 and 3 above.
- ii) if you travel against the advice of a doctor or where you would have been if you had sought their advice before beginning your journey.
- iii) if you know you will need medical treatment during your journey or you are travelling specifically to get medical treatment.
- iv) for any directly or indirectly related claim if, before your journey, a doctor diagnosed that you have a terminal condition.
- v) if you were waiting for medical treatment as a hospital in-patient or were under investigation for a medical condition when your policy was issued.
- vi) for any claims relating to pregnancy or childbirth if the pregnancy was more than 28 weeks at the end of a journey within Europe.

**Please read your policy carefully for the full terms and conditions applicable and for details of who to call if you need to tell us about any medical condition(s).**

**Hazardous activities** - If you are going to take part in any hazardous sports or activities you should check that the policy covers you.

**Cancellation rights** - If your cover does not meet your requirements, please return the documentation within 14 days of receipt and your premium will be refunded in full unless you have travelled made a claim or intend to make a claim. Please note that your cancellation rights are no longer valid after this initial 14 day period.

**Policy excess - FREE excess waiver included.** In the event that you need to make a claim, no excesses (usually £65 per claim) will be deducted.

Premiums - include IPT at the relevant rate and excess waiver.

	Adults	Family
Up to 6 days	£40	£80
Up to 10 days	£50	£100
Up to 17 days	£55	£110
Up to 23 days	£65	£130
Up to 31 days	£68	£136
Extra Week	£12	£24

Persons aged 65 - 75 years pay double the adult premium.

No cover is available for adults aged 76 and over.

**Making a complaint** - The policy contains a complaints procedure which tells you what steps you can take if you wish to make a complaint

**Governing law** - Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English.

## Faraway 2008-2009

### Booking Form Edition 1

#### Please complete and send to:

Premier Holidays, Westbrook, Milton Road, Cambridge, CB4 1YG

**Customers Declaration:** I have read and understood the Premier Holidays Essential Information, Booking Agreement and insurance conditions relating to this brochure and accept them on behalf of myself and the other persons in my party, by whom I am authorised to make this booking. I understand that charges will be levied if we make any changes to this booking. I have understood and consent to the terms and conditions set out in the data protection policy. I declare that I am over 18 years of age.

#### Insurance Declaration:

##### I further declare that we have either (tick applicable box):

taken the insurance offered by Premier Holidays and confirm that I fully understand and accept the terms of cover on behalf of all those who have taken insurance.

or

arranged insurance of an equivalent (or better) standard to that offered by Premier Holidays.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Booking Ref:** \_\_\_\_\_

**Date of travel:** \_\_\_\_\_

**Remittance due:** *please tick*

I enclose a cheque for £ \_\_\_\_\_

I have already paid by credit card

We will hold your information, where collected by us, and may use it to inform you of offers in the future, if you do not wish to receive such information from us please tick this box

We may also provide your details to selected third parties for similar purposes. If you do not wish to receive this information please tick this box