

Booking Conditions

Booking Conditions, together with our privacy policy and where your holiday is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **Kiha Beach. Kiha Beach** is a trading name of **Penions Maldives Pvt Ltd**, Company Number: C-0490/2014.

Registered as a Guest House in the Maldives, Registered Office: H, Hudhuasurumage, Ochid Magu, Male', Republic of Maldives ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking (the lead name) agrees on behalf of all persons detailed on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto;
3. He/she consents to our use of information in accordance with our Privacy Policy;
4. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
5. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Our obligations to you will vary depending upon whether we act as a **Hotel** in the sale of a Package Holiday or as a **Travel Agent** in the sale of single-element bookings (such as accommodation); our differing obligations are set out below, in four separate sections: Section A contains the conditions which will apply to all bookings. Section B contains the conditions which will apply when you make a booking with us where we act as the Hotel. Section C contains the conditions which will apply where you make a single-element booking with us, where we are acting as Travel Agent.

SECTION A - APPLICABLE TO ALL BOOKINGS

1. Booking and Paying for Your Arrangements

Before you book please discuss your choice of accommodation and transport with our Reservation staff, to make sure that it will be suitable for you and the people you will be travelling with. Some travel and accommodation arrangements are only available on a request basis - where this is the case you will be advised at the time you make your enquiry and details of the arrangements on request will be shown on any documentation we issue. Any arrangements that we advise you are on request, are not confirmed or guaranteed and are subject to change until we receive confirmation from our supplier.

A booking is made with us when:

- a) You tell us that you would like to accept our written or verbal quotation;
- b) You pay us either a **deposit of 20%** or in case of group a higher percentage or the full amount of your chosen arrangements, we will advise you at the time of booking as to whether full payment or a deposit is required (if you pay a deposit at the time of booking, full payment is required check-in to the property); and
- c) We issue you with a booking confirmation.

We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation.

Upon receipt, if you believe that any details on the confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 70 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in the relevant section of these Booking Terms and Conditions will become payable.

Please Note: We accept payment via Visa, MasterCard and American Express. Clients choosing to use this method of payment will be subject to a credit card handling fee which will be advised at the time of booking.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we issue are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3. Insurance

You must be satisfied that your insurance fully covers all your personal requirements including cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Special Requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the suppliers we work with. Our note of your request on your invoice/receipt confirms we have received it however, it does not guarantee that we, or the relevant supplier, can meet your request. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights.

5. Cutting Your Holiday Short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

6. Fitness to Travel and Medical Conditions

We are not a specialist disabled holiday Hotel, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

7. Behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

8. Excursions

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

9. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Please refer to [Travel Information](#) page for **Visa and Advance Passenger Information**.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any

passport, visa, immigration requirements or health formalities. Health facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include your General Practitioner or a specialist clinic.

Please note you are strongly advised against **scuba diving** for 24-hours before travelling by air. Please refer to Maldives Recreational Diving Regulation if you intend to dive in the Maldives for the first time.

If you wish to have a **Symbolic Marriage Ceremony** or renewal of vows in the Maldives you are required to register with a prescribed form with the Ministry of Tourism. Should you wish to do so, please inform us at the time of booking.

Maldives has compulsory inoculation requirements for travelers coming from high risk countries for certain infectious diseases. Please refer to Maldives Travel Health Requirements and Recommendations.

10. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant person immediately who will endeavour to put things right. If this does not solve the problem, please telephone us on +960 7779667 as detailed in your voucher. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. The address to send correspondence to is: Client Services Department, Penions Maldives, M. Hudhuasurumage, Male', Maldives. 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. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

11. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight, or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

More than 150 Countries have national passenger rights laws having passenger protections of some kind. Giving you rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at international airports and will also be available from airlines. If the airline does not comply with these rules you should complain to Civil Aviation Authority or any other Body of your Country that is mandated with Passenger Rights. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 14 of these booking conditions (which includes the behaviour of any passenger(s) on any flight / or transfer who, for example, fails to check in or board on time).

You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times.

Your Hotel transfer reservations will be made through our partner Maldivian & Flyme. Please visit their respective sites for refund policies, baggage policies and other terms and conditions. If there is any delay or problem we will deal with the airline on your behalf.

In case of any delay or problem with local transfer our airport representatives will be there to handle the situation and find a solution.

Our website and advertising material is our responsibility. 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.

12. Advance Passenger Information.

The Maldivian government requires Advance Passenger Information from all passengers travelling internationally into and out of the Maldives. Advance Passenger Information means your passport/identity card details and in some instances, your contact information is provided to the authorities before you travel. The airlines will only provide each country's customs and Immigration Authorities with the required relevant information. It is important that the information provided is accurate so you pass through Immigration on arrival without delay. You must provide this information when you check in and we strongly recommend that you do so in advance of going to the airport. Failure to hold correct documentation or submitting incorrect details with Advance Passenger Information may result in refusal of carriage or entry to a country. We will not accept liability if this happens.

13. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from your Government to avoid or leave a particular country may constitute Force Majeure.

14. Baggage

Baggage allowances for **Maldivian** is 20kg. Per kg charge for baggage's above the permissible limit varies based on destination and is in the range USD 7- 20/-. Carry-on Baggage Allowance for Dash-8 is 5kg and for Airbus 320/321 Aircraft it is 7kg.

The maximum weight permitted per piece of baggage is 32kg for **Flyme** with total dimensions of 160 cms (W+D+L). Hand baggage allowance is 05kg. Hand baggage allowance per passenger must not exceed the mentioned weight and dimensions should not exceed 55cm x 40cm x 20cm (22in x 16in x 8in).

Remember to pack any medication, valuable items and photographic film in your hand luggage and not in your suitcase. Items such as knives, scissors, tweezers and laser pointers must not be carried in your hand luggage, so remember to pack them in your suitcase. Any such items or sharp objects will be confiscated

if packed in your hand luggage. For full details of items permitted on board, please check with the airline you are flying with. For more information read section on Declaration of Restricted Items & Prohibited Items in our Travel Information page.

15. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as domestic flight operators); for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have specified that we contact you via e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication.

16. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

17. Law and Jurisdiction

These terms and conditions are governed by Maldivian law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of Republic of Maldives.

SECTION B: PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.

18. Definition of Package

A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as a "Tour Operator".

19. Pricing

The price of your travel arrangements will be calculated using exchange rates provided by Maldives Monetary Authority.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

i) Price Guaranteed - if you pay in full when you book.

Ask us for a confirmation of the current price at the time you make your booking. When full payment of the price is received by Kiha Beach within seven days of the date shown on our Confirmation Invoice, we will guarantee your holiday price will not change.

ii) Payment Of Deposit Only - at the time of booking

The price of your confirmed holiday is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements.

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 and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of USD1.00 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 confirmed travel arrangements (excluding any amendment charges and/or additional services or 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 to us, except for any amendment charges and/or additional services or travel arrangements. 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 confirmed 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.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

20. Changes by You to Your Package Holiday

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing (email) as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of up to USD50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we

will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of up to USD50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

21. If You Cancel Your Package Holiday

If you decide to cancel your confirmed booking you must notify us in writing (email). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery (delivery receipt in email). Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
More than 70 days	loss of deposit
70-57 days	30% of total holiday cost (or loss of deposit if greater)
56-43 days	50% of total holiday cost
42-22 days	70% of total holiday cost
21-10 days	90% of total holiday cost
9 days or fewer	100% of total holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Please Note: If any member of your group cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any amendment charges, which arose before the cancellation and any deposits paid for any pre-booked items or services.

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

22. If We Change or Cancel Your Package Holiday

As we plan your arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a major change to your booking, we will inform you as soon as reasonably possible if there is time before your departure. Examples of minor changes include a change of accommodation to another of the same or higher standard.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your cruise itinerary.

Cancellation: We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your booking before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i.** (for major changes) accepting the changed arrangements;
- ii.** having a refund of all monies paid; or
- iii.** 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).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation

If we cancel or make a major change less than 70 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure within which notice of Cancellation or major change is notified to you	Compensation payable per person booking
70 days or more	Nil
69 - 50 days prior to departure	USD10
49 - 36 days prior to departure	USD20
35 - 28 days prior to departure	USD30
Less than 28 days prior to departure	USD40

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 56 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 15).

In the event of a change or cancellation, we regrettably cannot reimburse you for any incidental expenses incurred by you such as visas, vaccinations, equipment, transport, insurance or similar costs.

Please note: where arrangements with a higher price than the original arrangements are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

23. Our Responsibilities in Respect of Package Holidays

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as a "Tour Operator" as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a. the act(s) and/or omission(s) of the person(s) affected;
- b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of domestic travel by air, sea and any stay in a hotel

i. The extent of our liability will in all cases be limited under the appropriate Laws and Regulations of the Republic of Maldives, which include; MALDIVES TOURISM ACT (Law No. 2/99), Regulation on Tourist Vessels (with respect to live-boards) Regulation for Travel and Travelling Vessels in Maldivian Territorial Waters Regulation & Regulation on Ferry Service as Public Transportation 78/69-2 (for sea travel); and Hotel Regulation 52-R/2 & Guest House Regulation 2010/R-12 (with respect to hotel arrangements). For air travel all cases will be limited under the appropriate Conventions, which include The Warsaw/Montreal Convention. Please refer to your carriers Conditions of Carriage for more information (domestic air travel). You can ask for copies of these Laws and Regulations from our offices. Please contact us.

In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these national laws and regulations and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

25. Pricing

Price increases may occur any time prior to departure you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

26. Changes Made by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of up to USD50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see below).

Please note: Certain arrangements may not be amended, even to change a name, after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

27. If You Cancel Your Booking

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Cancellation charges for the arrangements will be as follows:

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
More than 70 days	Loss of deposit
70 - 57 days	30% of cost of arrangements
55 - 43 days	50% of cost of arrangements

42 - 22 days	70% of cost of arrangements
21 - 10 days	90% of cost of arrangements
9 days or fewer	100% of cost of arrangements

Please note: Certain arrangements, once confirmed, may incur a cancellation charge of up to 100% of that part of the arrangements, when cancelled.

28. If We Change or Cancel Your Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

29. Our Responsibilities

(1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the act(s) and/or omission(s) of the person(s) affected; or
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is USD25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in

total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

YOUR ACCOMMODATION

Local Charges

At some accommodation certain amenities may carry a local charge. Unless we have stated that a service or facility is 'complimentary' in our accommodation descriptions, you may be asked to pay a charge.

Special Offers

Any offers we make available are dependent on certain conditions being fulfilled, to gain the best from the offers featured please ask us for full details and offer conditions. Most offers must be booked at the time you make your reservation; others are subject to availability on your arrival at the hotel but must be requested when you book the holiday. Please note that many offers cannot be combined, stays on free night offers must be consecutive and where applicable and unless otherwise stated, offers of room upgrades shown in our brochures or on our website will be determined by availability when you travel and your room will be allocated on arrival at the accommodation.

Our Pricing

All prices and offers shown throughout our brochures (or website) are for guidance only and subject to availability at the time of booking. Our holiday prices are based on specially negotiated property and transfer rates, which can increase, decrease or be restricted. Should our special rates not be available, we shall advise you immediately and offer you the option to reserve your holiday at the higher published rates. We reserve the right to change prices. We advise that you contact us for the most up-to-date holiday price. A tailor-made quotation will be provided at the time of your enquiry.

What the Price Includes:

Unless otherwise stated, all flight inclusive package prices shown throughout our website or brochures include the following:

- Accommodation (grade as shown) based on two persons sharing
- Transfers (shared for some destinations)
- Meals as shown (board basis)

- Bank & Credit Card Charges
- Taxes & Service Charge

What the Price Excludes:

- Where spa or beauty facilities are listed, treatments will be at an additional cost unless otherwise stated
- Insurance
- Optional excursions
- Excess baggage on aircraft - excess baggage charges will apply if you exceed your allowance and/or you take sports equipment. Please refer to the section 15 titled Baggage for more details.