

Short Break Booking Conditions 2010

- Your Booking.** You are asked to read the tour details and booking conditions carefully before you sign the booking form and send it directly to Brookland Travel. All tours featured in the programme are subject to availability at the time of booking. The person who signs the booking form does so on behalf of all the members of the party named thereon and guarantees payment to us of the total cost of the tour booked. A deposit of £120 per person is payable at the time of booking. A provisional booking that is not confirmed with the correct payment within 7 days may automatically be cancelled. There is no contract between us until such time as the confirmation invoice has been sent. You are asked to check your confirmation invoice carefully and notify us immediately if you have any queries. If we do not receive your balance by the date on the confirmation invoice, we reserved the right to cancel the tour and levy cancellation charges as detailed in paragraph 5.
- Tour Cost and Inclusions.** The price per person is noted against each tour and further information detailing individual tour inclusions is available by telephoning Brookland Travel on 01305 259 467. Any items not included in the tour price such as meals (e.g. lunches and refreshments), travel insurance, telephone calls, room service etc, must be borne by you. We reserve the right to alter any prices and inclusions before a contract is made between us, should it be necessary to do so as a result of a supplier increasing or decreasing their charge. Once a binding contract exists between us, surcharges will be applicable for UK tours if transportation costs (including airfares) increase by more than 10%. If this should happen, we reserve the right to add the difference to your tour cost as a surcharge, payable with your final balance
- Insurance.** Once you have booked a tour you have entered into a legally binding contract and for your own protection it is essential that you are properly insured.
- Tour Alterations.** The tours featured in this programme are planned many months in advance and should it be necessary due to circumstances beyond our control to alter the arrangements booked you will be notified immediately. Timings may change after the issuance of your confirmation invoice and will be confirmed on your final documentation, which is usually sent out 10/14 days in advance.
- Cancellation by you.** Should you or any member of your party have to cancel their booking once it has been confirmed, a written notice of cancellation must be given and signed by the person who signed the booking form. The effective date for cancellation is the date when we receive a written notice. Cancellation charges will apply and are detailed as follows: *Tours cancelled 56 days or more before departure – loss of deposit only. 28-55 days before departure 35% of the tour cost but not less than the deposit. 14-27 days before departure 75% of the tour cost. 7-13 days before departure 90% of the tour cost. 1 -6 days before departure 100% of the tour cost. Day of departure or later 100% of the tour cost.* Any increase in price payable as a result of part cancellation, e.g. Sole occupancy charge, will be indicated on a revised confirmation invoice.
- Transfer of Booking/Amendments by you.** If you cannot travel for any reason you will be allowed to transfer your booking to another person who satisfies all the conditions of the booking provided that such a transfer is requested in writing at least 21 days before your departure. An administration fee of £10 and any costs imposed by suppliers may be charged.
- Amendments and Cancellation by Brookland Travel.** All short breaks and holidays are subject to availability at the time of booking. A minimum number of guests are required for all tours and in the event of insufficient bookings being made and a tour being cancelled, you will be notified at least 14 days beforehand and all monies refunded to you. No further liability will arise for Brookland Travel once the monies have been refunded. Tours are planned many months in advance and occasionally arrangements may have to be altered in part or in whole due to conditions beyond our control. Should this happen, you will be notified as soon as possible and the alternative offered will be of the same standard as originally booked or higher. You have the choice of accepting the changed arrangements, purchasing another tour or cancelling, in which case you will receive a full refund of all monies paid to us, except insurance premiums. Occasionally we have to make changes for 'force majeure'. This means unusual and unforeseeable circumstances beyond our control, the consequences of which neither our suppliers nor we can avoid. Examples are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, transportation problems or similar events beyond our control. If we make significant change because of 'force majeure' no compensation or refund will be paid. If a significant change occurs after the date of commencement of your tour we shall arrange a pro rata refund of the cost of all ground services or provide alternative arrangements.
- Conditions of Carriage.** This tour/ brochure is issued on the sole responsibility of Brookland Travel Ltd. It is not issued on behalf of, and does not commit any independent organisations/carriers whose services are used.
- Delays.** We cannot accept any liability for any delays in your travel arrangements in the UK or to and from the UK where cancellation or delay is caused by adverse weather conditions, the action of port authorities, mechanical breakdown, strike, industrial action or otherwise. However, in certain cases you may be able to claim from your travel insurance policy.
- Financial Protection.** For your financial protection and peace of mind, all monies are held in trust until the tour has been completed. This complies with the 1992 EC Package Travel, Package Holidays and Package Tours Regulations. Flights are ATOL protected by The Holiday Company ATOL 2876, for whom Brookland travel act as agents.
- Complaints.** In the unlikely event, you must take up any dissatisfaction with our representative at the time. Failure to do so may result in your compensation being reduced or extinguished. Problems should be able to be rectified there and then. If you remain dissatisfied, any complaint must be made in writing to us within 28 days of your return.
- Our Liability** **a)** We accept responsibility, other than for personal injury, should any part of the tour arrangement, which you book with us, not be supplied as described in our newsletter and not be of a reasonable standard. **b)** We also accept responsibility where you suffer death or personal injury as a result of an activity forming part of the tour arrangements you book with us only to the extent that Brookland Travel is legally liable for such death or injury. **c)** Our acceptance of liability in (a) and (b) above do not apply where there has been no fault on our part or our suppliers and the cause of your unsatisfactory tour arrangements, death or personal injury is (i) your own fault (ii) the actions of someone unconnected with your tour which were unforeseeable or unavoidable or (iii) circumstances which neither we nor our suppliers could have avoided or anticipated even with the exercise of all due care. Further, our acceptance of liability is subject to assignment by you to us of all your rights against any agent, supplier or sub contractor of ours. **d)** Our acceptances of Liability and obligation to pay compensation pursuant to clauses (a) and (b) above are limited pursuant to any applicable laws and international conventions. **e)** If any client suffers death, injury or illness arising out of activity which does not form part of the inclusive tour arrangements or excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to you undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £500 in total.
- Publication Accuracy.** All due care and diligence has been exercised in the production of our publicity material. Descriptions of the accommodation and facilities have been, where practical, verified by senior management. However there may be occasions, out of our control, when certain facilities are withdrawn. The Contract and all matters arising from it are governed by English Law and subject to the jurisdiction of the courts of England and Wales. Brookland Travel is the trading name of Brookland Travel Ltd, registered in England No 03819803, and registered address 1st Floor, 22 High East Street, Dorchester, Dorset. DT1 1EZ