

## Terms & Conditions

All holiday components are arranged for Melhart Travel by the Co-operative Group Limited trading as Melhart Travel.

If you book any number of travel components in addition to those featured on this website, they will be subject to these conditions.

Melhart Travel have made the following security arrangements to ensure that you would be refunded and/ or repatriated in the unlikely event of their insolvency

Any holiday which includes a Melhart Holiday or flight ATOL no 1595 issued by the Civil Aviation Authority.

Melhart components other than flights (unless booked in conjunction with flights) ABTA number W9966

You may have extra legal safeguards if you book a "package" as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 ("Package Travel Regulations") and therefore we explain below what type of booking will be a "package", and who will be the "organiser" of that package for the purposes of the Package Travel Regulations: -

A "package" exists if you book 2 or more different holiday components at the same time (e.g. flight plus hotel). If you book only 1 component or several components of the same type (e.g. just flights, or just hotels), these are "other travel arrangements".

### HOW TO BOOK

Bookings will be confirmed subject to availability and payment of a deposit as follows:-

Flight Only-	£125 per person
Package-	£175
Accommodation Only-	£50

Please note - All airlines have different booking conditions and some airlines may specify that full payment is required at the time of booking regardless of the departure date.

All deposits exclude applicable insurance premiums. Some arrangements may require a larger deposit. For example - all airlines have different booking conditions and some airlines may specify that full payment is required at the time of booking regardless of the departure date.

We will then despatch a confirmation, at which stage a binding contract comes into existence.

## **PAYMENT**

Payment of the balance is due no later than 12 weeks prior to the departure date. For bookings made within 8 weeks of departure, full payment is required at the time of booking. Non receipt of any balance due may result in the travel arrangements being liable to cancellation and applicable cancellation charges may prevail.

The agent, as agent for us will hold any money paid by a customer to the travel agent for a booking, until the date on which the money is paid to us unless the customer's booking does not include any flights. In which case the money will be held by the agent on the customer's behalf until we have issued our confirmation invoice and thereafter on our behalf.

Melhart Travel reserve the right to increase or decrease prices before your holiday is confirmed to you. This may be necessary as a result of a fluctuation in currency exchange rates, Airport Passenger Duty or fuel prices.

Special Offers - Please note if a special offer airfare has been used to construct your holiday package a higher cancellation fee will apply or full payment may be required at the time of booking.

## **INSURANCE**

As a condition of booking every customer who travels must have adequate insurance cover. Please ask your travel agent about insurance cover available.

### **SCHEDULED AIRLINE FAILURE INSURANCE (SAFI)**

Under the terms of our ATOL licence in respect of ATOL protected flights, SAFI has been added to your invoice. In the unlikely event of the financial failure of an airline on which you are booked this provides insurance cover up to £4000 for each insured person, subject to the conditions and exclusions of the policy.

### **IF YOU CHANGE YOUR BOOKING**

Should you wish to alter your booking after it has been confirmed, a charge will be levied each time a change is made, charges can vary and will be advised at the time you change your booking. You will also be required to pay any difference in price if the revised travel arrangements are a higher price. Fax and other communication charges will also be levied. Alteration to a booking within 8 weeks of the departure date will also incur additional amendment fees.

Airlines do not permit name changes (except on charter flights), and it will be necessary for you to pay the cancellation charges relating to the airfare

purchased which could be up to 100% and require a new ticket to be purchased.

## **CANCELLATIONS**

Notice of cancellation must be made in writing through your travel agent by the lead name on the booking form. The cancellation will become effective from the date we receive the cancellation notice.

The following charges will apply

57 days or more prior to departure	Loss of deposit
56-42 days prior to departure	50%
41-29 days prior to departure	75%
28-15 days prior to departure	90%
14-0 days prior to departure	100%

## **Exceptions**

### **Airline Special Offers**

You will be advised at the time of your initial booking enquiry of the applicable cancellation charges

### **Coach Tours and Cruises**

Certain tours and cruises will incur higher cancellation charges. These will be confirmed to you at the time of booking.

### **Special Events /Trade Fairs**

Hotels may apply higher cancellation charges if a special event is taking place at that time.

## **AMENDMENTS AND CANCELLATIONS BY US**

Services featured on this website are subject to availability at the time of booking. Due to circumstances beyond our control, it may be necessary to alter the arrangements booked. If this happens, and the change is significant you or your travel agent will be notified immediately and an alternative offered of the same standard as originally booked or higher. You have the choice of accepting the changed arrangements, purchasing another holiday or cancelling, in which case you will receive a full refund of all monies paid to us, except insurance premiums.

If a major change is made after the date upon which the balance is due, we will offer compensation, except where force majeure is involved (see below). The level of such compensation offered will increase nearer to the date of departure. We will not, however, be under any other liability. Any minor changes, such as hotel facilities becoming unavailable, will normally be notified to you or your travel agent prior to departure, provided we are aware of them.

NUMBER OF DAYS PRIOR TO DEPARTURE

## Compensation

More than 56 days	Nil
56-43 days	£10
42-29 days	£20
28-15 days	£30
14-3 days	£40
within 48hrs	£50

## Important Note

Compensation arrangements do not apply to circumstances beyond our control classed as "force majeure". We can cancel or amend your holiday without paying compensation in the following circumstances: war, threat of war, riots, civil strife, or terrorist activity, industrial disputes, natural or nuclear disasters, fire airport closures, bad weather conditions and similar events beyond our control. If a significant change occurs after the date of commencement of your holiday, we shall either, where possible arrange for you to be returned to the UK (if you wish), giving you a pro-rata refund of the cost of all ground services overseas, or provide alternative arrangements.

## SUPPLIERS CONDITIONS

Travel arrangements by Air, Sea and Rail and the provision of accommodation, are our liability and that of the supplier of these services will be limited as allowed by the relevant international conventions and in accordance with the suppliers standard terms and conditions, copies of these are available on request.

## DELAYS

Charter Flights and Package holiday bookings only

For these bookings, the provision of extra services, (such as refreshments) in the event of a delay depends on various factors including whether they are available, the time of day, the number of passengers affected and the anticipated length of delay. We cannot accept any liability for any payment you make or incur unless we have given our permission beforehand, or for any time lost as a result of any delay. A delay may entitle you to make an insurance claim.

Scheduled flight only and accommodation only bookings

The provision of any extra services in the event of a delay is at the discretion of the airline. We cannot accept any responsibility for the provision of these.

## **BEHAVIOUR**

If a person in authority such as the police, pilot or security personnel considers you are behaving in a manner which is likely to cause danger or be annoying to passengers our responsibility for your holiday arrangements including return flights will cease. Full cancellation charges will apply and no refunds will be given. Furthermore, we will be under no obligation whatsoever for compensation or costs you may incur in respect of, or as a result of, alternative arrangements you make.

## **ACCURACY OF DESCRIPTIONS**

Every effort has been made to ensure the accuracy of descriptions and facilities. However, there may be occasions when an advertised facility is withdrawn. Whenever possible you will be advised of any such changes as soon as possible, provided we have been advised. Where it is stated that hotels have nightclubs, discos, entertainment, or provide facilities such as tennis courts, the hotel may make charges and equipment is not always provided. The provision of such facilities may be limited from time to time. Outdoor activities may be subject to weather conditions and, on occasion's sufficient numbers.

## **SPECIAL REQUESTS**

We will always try to assist with any request but these cannot be guaranteed. We do not accept bookings, which are conditional upon special requests being met.

## **COMPLAINTS**

If you have a complaint whilst you are on holiday you must immediately bring it to the attention of the supplier providing the service who will do their best to rectify the situation. If you still remain dissatisfied, any complaint must be made in writing to us. Failure to take this step may deny us an opportunity to rectify the problem and investigate the circumstances, with the result that any entitlement you may have to compensation will be extinguished or at the very best substantially reduced.

In the unlikely event that any complaint cannot be settled amicably, you can refer a dispute to arbitration under a special scheme run by the Association of British Travel Agents (ABTA). This scheme is managed independently by the Chartered Institute of Arbitrators. It is available if your claim is for not more than £5,000 per person or £15,000 per booking form and does not involve physical injury, illness or the consequences of such illness or injury. If you decide to use the scheme, you must give written notice asking for arbitration within 9 months of the scheduled date of returning from holiday. Full details are available from the Association of British Travel Agents, 68/71 Newman Street, London, W1P 4AH.

## **FAILURE OF SCHEDULED AIRLINES INSURANCE**

As part of our ATOL licence we are required to ensure that our customers have insurance against airline failure. Cost for such insurance will be added to your invoice unless you specifically refuse to accept cover in writing. In event of the financial failure of an airline on which you are booked this provides insurance cover up to £4000 for person, subject to the conditions and exclusions of the policy.

## **OUR PRICES**

All prices published are calculated on rates of exchange as known on 31 January 2008. Prices can go up or down. Before you make a booking we will give you the up to date price for your chosen holiday.

a. Flight Only: The price of your travel arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the Tour Operator or organiser. Also government action such as changes in VAT or any other Government imposed charges.

b. Packages only: The price of your travel arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the Tour operator or organiser. Also government action such as changes in VAT or any other Government imposed charges. Even then, we will absorb an amount equal to 2% of the original holiday price (excluding insurance premiums and amendment charges) before passing on any surcharge to you. If a surcharge amounts to more than 10% of the holiday price you may cancel and receive a full refund, excluding any insurance premiums and amendment charges, provided you exercise your right to do so within 14 days of the surcharge invoice. We will never surcharge a package less than 30 days before your holiday is due to commence.

b. Other travel arrangements: We reserve the right to impose a surcharge at any time, in which case we will notify you of the amount of the surcharge and the reason for it. If you do not wish to accept the surcharge you may cancel and receive a full refund.

## **OUR LIABILITY TO YOU**

(1) Our obligations, and those of our suppliers providing any service or facility forming part of your Holiday, are to take reasonable skill and care to arrange for the provisions of such services and facilities and, where We or our supplier is actually providing the service or facility, to provide them with reasonable skill and care.

This means that, subject to these booking conditions, We will accept responsibility if, for example, you suffer death or personal injury or your

contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements.

In addition and subject to the above, We will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work We had asked them to do (for agents and suppliers).

Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our supplier's, obligations. You must show reasonable skill and care has not been used if you wish to make a claim.

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

(3) Please note, We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and We have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by Us on our website, in any of our brochures or elsewhere, We only promise to use reasonable skill and care as set out above and We do not have any greater or different liability to you.

(4) The promises We make to you about the services We have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions We limit the maximum amount we may have to pay you for any claims you may make against us.

Where We are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount We will have to pay you is £500 per person affected unless a lower limitation applies to your claim under this clause or clause 8(6) below.

For all other claims which do not involve death or personal injury, if We are found liable to you on any basis the maximum amount We will have to pay you is the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 8 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation We will have to pay you will be limited. The most We will have to pay you for that claim or that part of a claim if We are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, We similarly are not obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where We are responsible for them, our suppliers. Additionally We cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance We may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 10 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if We or our insurers want to enforce any rights which are transferred.

(9) Should you become ill while on Holiday, you must consult a local doctor and your GP upon your return to the UK. Should you then wish to make a claim

against us, you should write to us with details of both the local doctor whom you saw and your GP, with written authority for us to obtain a medical report from both those doctors.

(10) If you suffer death, injury or illness whilst overseas arising out of an activity which does not form part of the inclusive travel arrangements 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. Where legal action is contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign us any costs recovered or any benefits received under an appropriate insurance policy. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

### **LAW AND JURISDICTION**

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.

Melhart Travel (Company Reg No 525R, the Co-operative Group Limited)  
registered in England at P.O. Box 53, New Century House, Corporation Street,  
Manchester, M60 4ES