

General Booking Conditions



1. Tour Prices and Surcharges.

Prices are based on costs, taxes and exchange rates as stated in our brochures. Due to continuing variation of air fares, tour prices will be confirmed when bookings are made. Once a cost has been confirmed, we will guarantee the price of your holiday will not be subject to any surcharges except those resulting from Governmental action, air fare increases and exchange rate variations. Even in these cases we will absorb an amount equivalent to 2% of the holiday price, which excludes insurance premiums and any amendment charges. Only an amount in excess of this 2% will be surcharged and if this means payment of more than 10% of the holiday price you will be entitled to cancel the holiday with a full refund of all the money paid except for insurance premiums. Should you decide to cancel because of this you must exercise your right to do so in writing within 14 days from the issue date printed on the invoice. Because we are making certain financial commitments, as above we regret that we are unable to make reductions in the price should the value of the pound strengthen.

2. Tour reservations, deposits and balances.

To make a reservation, a deposit is required (amount stated on each itinerary). Upon receipt of these we will then forward confirmation and the payment of the balance is due no later than 8 weeks before the departure date. Non-receipt of the balance on the date due will result in the holiday being liable to cancellation. Tickets and other documents will normally be forwarded 10 to 14 days before the date of departure.

3. Change of booking by you.

Should you wish to change your holiday arrangements in any way after we have accepted your booking we will endeavour to meet your wishes to the best of our ability. A handling fee for any change of £30 (plus communication charges) per alteration will be charged to cover administration costs. If you make any change to your booking after the balance due date, then the change will be treated as a cancellation and the cancellation charges indicated in the paragraph dealing with 'Cancellation by you' will apply.

4. Cancellation by you.

All cancellations must be confirmed in writing. If you find it necessary to cancel your booking the following cancellation charges will apply:

- Notified 56 or more days before departure - loss of deposit.
- Notified 31 - 55 days before departure - 40%
- Notified 16 - 30 days before departure - 60%
- Notified 1 - 15 days before departure - 100%

5. Alteration to travel arrangements whilst abroad by you.

We regret that no credit or refund is possible for any unused services provided in the cost of the holiday. If you decide to alter your travel arrangements whilst abroad this is your own responsibility and Field Farm Tours Ltd or the companies agents are not responsible for any extra costs that are involved or for any difficulties that may arise with onward travel as a result of such alterations. No credit or refund is possible for any lost, mislaid or destroyed travel documents, which should be a claim on your own insurance.

6. Alteration to confirmed booking by us.

It is unlikely that we will have to make any change to your holiday but we do plan the arrangements many months in advance. Occasionally we need to make changes, which we reserve the right to do at any time. Most of these changes are minor and we advise you at the earliest possible date. If a major change becomes necessary we will advise you as soon as is reasonably possible if there is time before your departure. When a major change occurs (such as the alteration of your outward/return flights by more than 12 hours, changes of resort or reduction in the standard of accommodation), you will have the choice of either accepting the change of arrangements, taking another available holiday from us, or cancelling your holiday and receiving a full refund.

7. Cancellation of confirmed booking by us.

In the event of the company having to cancel the holiday on or before the date when payment of the balance of the price becomes due you will be offered the choice of an alternative holiday of at least comparable standard if available and if this is not acceptable a full refund of all monies will be paid. In the unlikely event that we have to cancel after the date when payment of the balance of the price becomes due (always providing that the balance has been paid) but more than 14 days before the intended date of departure, compensation will be made as detailed below: In the event that a holiday has to be cancelled or amended for reasons of force majeure i.e. the occasion of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, all monies paid will be refunded but it is regretted that there will be no compensation payable.

8. Compensation.

For cancellation and alteration within 56 days of departure.	
43 - 56 days	£30
29 - 42 days	£40
15 - 28 days	£50
0 - 14 days	£60

9. Your holiday insurance.

We require that you are adequately insured for your holiday. Should you have a suitable insurance policy already in place, we will require details of your cover and the completion of our Insurance Indemnity Form that will be issued upon receipt of your booking.

10. Passports, Visas and health.

It is your responsibility to check that all members of your party hold the necessary documentation. We regret that we can accept no liability if you or any member of your party is refused entry onto any transport or into any country due to failure to carry the correct documentation. If in doubt, please contact our office for clarification.

11. Special needs or requests

If you have any specific needs or requests it is essential that these are made known to us at the time of booking and are entered onto your booking form. Should you or any member of your party have a disability or medical problem please check with us prior to booking so that we can advise you whether your chosen holiday is suitable. We will do everything possible to meet all reasonable special requests but cannot guarantee their provision. Failure to meet such requests cannot be considered a breach of contract on our part and we are unable to accept any bookings that are conditional on a special request being fulfilled.

12. Missed or delayed flight and transfers.

We do not accept responsibility for any clients who miss their flight owing to late check in at the UK airport for whatever reason. If the return flight is missed due to a delayed transfer we will make every effort to return you to your airport of departure as soon as practicable. We accept no liability in such circumstances for any client who makes individual arrangements to return home separately from the group, since the airlines, ferries and hydrofoils we use are not under our control and we do not accept liability for delays.

13. Special Interest holidays.

We reserve the right to change the itinerary of any special interest holidays if we feel that for any reason beyond our control the original destination is not suitable. We also reserve the right to change the leader should it become necessary for any reason. These holidays operate subject to a minimum number of participants. Such changes will not constitute major changes under the terms of these booking conditions. In the event that insufficient numbers are reached to enable the holiday to take place, we will inform you at least eight weeks before the departure date and no compensation will be payable.

14. Personal Injury (unconnected with arrangements made by us).

Should you or any member of your party suffer illness, personal injury or death through any misadventure during your holiday arising out of an activity which does not form part of your holiday arrangements, nor part of any excursion sold through us we shall offer you assistance in pursuing any claim you intend making against the offending party. This includes advice and guidance and may include a contribution towards legal costs and expenses which in our opinion are reasonable and appropriate in the circumstances up to a limit of £5,000 per booking form, provided that you request such assistance within 90 days from the date of the misadventure.

15. Arbitration.

In the case of any complaints we will do all in our power to resolve this to the satisfaction of our client. We are a Member of ABTA, membership number Y3478. 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. 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. 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.

Your request for arbitration must be received by ABTA within twelve months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Codes does not require such agreement.

16. Tour Operators Liability

- i) We accept responsibility for ensuring the holiday which you book with us is supplied as described in our itineraries and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you an appropriate compensation if this has adversely affected the employment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of two times the value of the original holiday cost.
- ii) We accept responsibility for death, injury or illness cause by negligent acts and/or omissions of our employees or agents together with our suppliers or sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law.
- iii) In respect of carriage by air, sea and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention. (Please see 'Conditions of Carriage' below).

17. Conditions of Carriage.

Air travel is by the services of International Air Transport Association member airlines. The responsibility of IATA airlines in connection with our tour itineraries is limited to the carriage of passengers and their baggage in accordance with conditions of carriage of the participating airlines. Passengers conveyed by other carriers under the terms and conditions set out in the passage tickets and the companies are exempt from liability for loss/damage or personal injury.

18. Delay at Airports.

All travel is by scheduled airlines and in the event of departure delays such airlines will advise clients of these details, and in the great majority of cases will arrange extra meals and overnight accommodation as necessary (at the airlines expense). If for any reason the airline concerned does not provide the extra meals and accommodation, we as the tour operator will make whatever arrangements we possibly can at our own expense. As we advise both on our booking form and in these conditions, you should ensure that you take out comprehensive travel insurance which includes financial compensation in most cases for delays of 12 hours or more.

19. If you have a complaint.

We do our best to give you an enjoyable, trouble free holiday but occasionally even the best-laid plans can go wrong. If you have a problem during your holiday, please inform the relevant authority (e.g. hotel, tour manager etc) immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, please follow this up within 28 days of your return home by writing to us giving all relevant information. It is therefore a condition of this contract that you communicate any problem to the authority in question whilst on tour. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem.

20. Your Financial Protection

Field Farm Tours Ltd are an established tour operator and our air holidays and flights are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is 10350. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Field Farm Tours Ltd is a Member of ABTA. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist when things don't go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For more information on ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ, Tel 020 31170581 www.abta.com

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