

Terms and Booking Conditions

- Your Holiday The holidays, which are ATOL protected by the Civil Aviation Authority, are operated by Sovereign Travel & Leisure t/a CHIC Locations ATOL 6389, herein known as the company. CHIC Locations are also members of ABTA (number 9340X) and this offers protection for arrangements, essentially accommodation, not covered under our ATOL. We are obliged to offer a high standard of service to you under ABTA's Code of Conduct. We aim to settle any dispute with you amicably, however ABTA offer a relatively low cost binding arbitration scheme from www.abta.com.
- 2. Booking your holiday A binding contract is entered when we issue a confirmation invoice. In order to secure your holiday, a deposit of £250 per person or 10% of your holiday (whichever is greater) is required. Certain hotels may require additional deposit, depending on season. In addition, many airlines are now offering instant purchase, nonchangeable promotional fares and full payment is required at time of booking.
- 3. Confirmation Invoice On receipt of your Confirmation Invoice, it is essential you check and ensure that your names and holiday requirements shown are correct. If you have any special requests, these should be detailed in writing to CHIC Locations. We shall try our utmost to ensure these are met but at times we may not be able to guarantee these.
- 4. Final Payment Full payment is required 10 weeks before departure. However from time to time we may need to change this due to airline ticketing or hotel requirements. Our confirmation account will indicate the date your balance is due. Travel documents are despatched approximately 14 days before departure. We accept full or balance payments by cheque, bank transfer and credit or debit card. For credit card payments we charge an additional amount of 2.5%.
- 5. Communication If your holiday has been booked direct with CHIC Locations, all correspondence will be sent to the lead name. It will be assumed that the signatory is authorised to act on behalf of all passengers named. Travel Agent If the booking has been made through a travel agent, all communication should be made through the agent. All monies paid to the agency are held by the travel agent as the agent of the company.
- Travel Insurance –It is a condition of booking that all clients take out
 adequate travel insurance at the time of booking. It is understood, by
 requesting us to proceed with your travel arrangements that you have
 arranged the necessary insurance.
- 7. Travel Documents A number of destinations now require immigration details, usually a few days prior to your arrival. We shall send to you a form to be completed with this data. In the unlikely event of refusal of entry, or non-acceptance of airline boarding, through noncompliance of immigration approval, no refund on travel arrangements will be permitted and any additional costs will be borne by you.
- Public Holidays All of our featured destinations have public and religious holidays. As a result, this can cause beaches/roads to be congested for a brief period, or shops to be closed.
- 9. Building Work Unlike Europe, many of the tropical areas do not have stringent laws on building works. Whilst many hoteliers will act responsibly on this, the same would probably not apply to a private residence set aside a hotel. Unfortunately we have no control over such erections or the notice given – if any.
- 10. Holiday Destinations All of the resorts and destinations shown in this brochure can be offered on a year round basis although seasonal variances do apply. These are summarised on the relevant pages. You will note that some of the lower prices and extra value offers apply in the quieter months.
- 11. General Information on Availability, Pricing and Seasonal Supplements - All price guides are based on contract hotel and airline rates. Some may have limited availability (for example an airline might offer us a promotional fare, but will limit the number of seats

- available). Up sell fares same seat, more availability, higher fare are becoming more common, and these may be advanced for your consideration.
- 12. Water Sports and Swimming Whilst some of the beaches closer to hotels may have lifeguards, many, and particularly those more isolated, will not, so you are personally responsible for your own safety. Please take local guidance as applicable on seasonal currents or restricted areas. Virtually all beaches are public.
- 13. Amendment to a Confirmed booking By You This facility is available for an administration fee of £50.00 per person plus any applicable charges levied by our suppliers. Alteration of a booking within 10 weeks of departure date may incur additional cancellation fees. PLEASE NOTE: Most flight tickets cannot be changed without payment of cancellation charges and/or the cost of a replacement ticket.
- 14. Cancellation by You Any cancellation by the client must be advised to the company in writing by lead person on the Confirmation Invoice. The cancellation will only take effect from the day the written cancellation is received. Below is a sliding scale showing the Cancellation Charge prior to the date of travel:

Up to 70 days prior Deposit Forfeit 69 – 43 days prior 50% 42 – 31 days prior 75% 30 days prior or less 100%

- 15. Note: At time of booking, if you have had to pay any additional costs (eg flights or accommodation) in addition to your deposit, the percentage charges shown in the table above will be calculated based on the difference between the monies received and the cost of the holiday.
- 16. It is a condition of booking that you take out full insurance which will in most cases cover against loss of deposit or cancellation charges.
- 17. Alteration To A Confirmed Booking Whilst Abroad We regret that no refund or credit is possible on unused services once you have departed. If you decide to alter your arrangements once you have departed, all additional costs will be incurred directly by you.
- Cancellation Or Alteration By Us In the event of the company having to alter, amend or cancel your holiday on or before the date when the balance of payment becomes due, you will be offered a choice of an alternative holiday of at least comparable standard if available. If this is not acceptable, a full refund of all monies received by the company will be due. In the unlikely event that we have to cancel or materially alter a holiday after the due date when payment of the balance of the price due (always providing that the balance has been paid) but more than 14 days before the intended date of departure, compensation of £10.00 per person per affected day will be paid to the client, or £20.00 per person per affected day in the event of cancellation or material alteration within 14 days of the intended departure date. In the event that a holiday has to be altered or cancelled for reasons of 'force majeure' i.e. the occasion of war or threat of war, riot or civil unrest, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, all monies will be refunded, but it is regretted that there will be no compensation payable.
- 9. Our Responsibilities to You The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions in the CHIC Locations brochure in respect of airlines, hotels and other suppliers whose services are used, are given in good faith, based on the latest information at the time of printing. The company accepts responsibility for acts/and or omissions of all those in our employment and all those acting as agents. In addition the company accepts responsibility as a direct result of the holiday arrangements failing to be described and of a reasonable standard. However the company will not accept responsibility if there has been no fault on the part of the company or its suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions, to the acts or omissions of a third party not involved with

providing the services which make up your holiday, or to the unusual or unforeseeable circumstances whose consequences could not have been avoided or anticipated. If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion, offer legal assistance, 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 your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. CHIC Locations costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total. All responsibilities and obligations in respect of carriage by air and international conventions, copies of the relevant International Conventions and the Conditions of Carriage of the Carrier are available on request from this office. Compensation and/or incidental expenses due to airline delays, are the responsibilities of the airline, and are at their discretion.

- 20. Responsibility Of The Client Any passports, visas, health certificates, International Driving Licenses and other travel documents required for the holiday must be obtained by the client, whose responsibility it remains to ensure that these are all in order, and to meet any additional costs incurred (whether by the client or by the company on the clients behalf) as a result of failure to comply with such requirements. You are responsible to arrive at stated departure times and places and any loss or damage which you suffer through failure to do so lies with you. The company has no liability to you through your failure to do so. All passports must have a validity of at least six months from your scheduled return date to the UK. You will generally need two clear/clean pages for visas, as required, to be inserted.
- 21. **Hotel Grading** Over 95% of the hotels selected can be described as either superior first class or deluxe.
- Children's Arrangements As a general policy a child under 12 years at the time of travel will qualify for an airfare discount. This can be increased if the child is sharing a room with two adults. However the exact amount will vary depending on airline/hotel/season. In some cases the discount may appear less than generous (usually the peak demands periods) whilst at other times more pleasant. At some hotels special meal rates apply, although this could mean them eating at earlier times. Some hotels do not accept children at certain times, or restrict public areas to adults only (for example children may not be allowed into a spa. nightclub, bar or certain restaurants). Please note that when two rooms are required we can request that these rooms be adjoining or interconnecting. However availability will be the sole responsibility of the hotel and cannot usually be confirmed in advance. Please bear this in mind if you have chosen to travel to a popular family destination at a peak demand period and to a hotel with a limited number of such rooms.
- 23. Rooms For Early Check-In Or Late Departure In the peak demand months, hotels will be unlikely to allow you immediate occupancy of your room until well after 2pm. However you will be expected to vacate by 12 noon, sometimes even earlier. This will allow a few hours for the room to be cleaned etc. If you do require a room for early arrival or late departure this can be arranged although hotels will usually charge between 50% and one full night of the room cost.
- 24. Hotel Meals All pre-booked meals will be on a table d'hôte basis. Supplements can apply for a la carte items or restaurants. Most hotels will allow a credit towards this, although some are not exactly on the generous side. If you have a specific dietary requirement, this will be passed on to the hotel or airline, but cannot be guaranteed.
- 25. **Air Tickets** All holidays are based on contract rate inclusive tour fares and may carry booking restrictions.
- 26. Data Protection Policy Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request a quote, brochure, information or make a booking. You are responsible for ensuring that other members of your party are aware of our booking conditions and this private policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information for the purpose of providing you with your travel arrangements and insurance. We may disclose this information to our service providers (who may be located outside the UK/EU) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorist purposes and any other purpose imposed on us by the governments or airlines. We may use

- your information for the purpose set out in our data protection registration with the Office of the Information Commissioner.
- 27. We are responsible for information provided by us on our website or in our brochure. We are specifically not responsible for any information, at whatever stage of your booking and holiday, shown on third party websites such as for example hotel, tourist board etc) or information you may have seen elsewhere.
- 28. Code Share flights On several routes two airlines have joined together and jointly operate one flight although this might only be clear as you are embarking. Most airlines do have a minimum consistency on in flight standards. With UK government proposals on air passenger duty likely to change from a per person to a per flight basis during 2011, the code share practise is likely to increase.
- Airline Delays On all long haul routes we only work with scheduled airlines, and in the case of delays that are within their control, they act responsibly and ensure clients are looked after, either with meals if a delay exceeds 4 hours, or accommodation if the delay exceeds 12 hours (in some cases this might be subject to immigration regulations in destination). However neither they or we have financial responsibility for any extra costs incurred by you should the delay be caused either by force majeure (act of god) or political/industrial action, although we do have a responsibility to ensure you are looked after, albeit not financially. Differing regulations apply if you are travelling to/ from a destination within the EU and on an EU carrier, with greater airline responsibilities. However as a result of the Iceland volcanic ash disruption, most airlines now exclude compensation for matters clearly beyond their control, nor would compensation usually be considered by your insurance company. No refunds on accommodation, under any circumstances, are permitted should your flight be delayed.
- 30. Complaints In the unlikely event that you have a reason to be dissatisfied with the arrangements, please ensure this is brought to the attention of senior resort management or CHIC representative at the time. Please do not wait until you have returned to complain about something that might have been easily rectified in destination. However if your complaint has not been resolved locally, please ensure we are advised within 28 days of your return to UK.
- 31. Price Guarantee and pricing All example prices shown in the brochure and website are based on travel in either May and/or June, when the hotel prices and airfares are at their lowest. As such supplements are likely to apply for travel in other periods. All prices shown per person and are calculated on the basis of two persons sharing. The examples prices have been calculated on the following exchange rates US\$1.62 and Euro 1.12. The price that we confirm to you is guaranteed for 4 working days after quotation, and once we receive your deposit / full payment, this is then guaranteed to you, except for the following provisions:
 - Government approved tax increases, either in the UK or in destination
 - Government approved Passenger departure duties, either in the UK or in destination.

The guarantee is applicable based on the hotel and airline schedule we have confirmed. If, for example, the airline reschedules its service or cancels a service we shall endeavour to find an alternative for you at the same price, although this may result in a less direct routing. If we are unable to find a suitable alternative, you will be offered the option of an alternative airline provider (if one exists) at possibly a higher cost or have the option of either changing to another holiday without the usual amendment fee or complete cancellation and refund. The guarantee only applies on the condition that our booking conditions are adhered to regarding payment. Late balance payments might nullify the guarantee.

32. Every passenger, adult or child, leaving the UK has to pay APD. This was first promoted as a 'green tax', but now accepted simply as a revenue earner for HM Government Inc. The amounts vary from region to region, in four separate bands. However, the consist net is that the UK levy is the highest in the world. The various taxes now almost equal or exceed the actual fare with the APD the largest percentage.

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