

# TERMS & CONDITIONS

Please read the following conditions carefully before you make your booking. **Jaltour** is a trading name of Euro Creative Tours (UK) Ltd. (ECT), company registration no. 01523139. Airlines are not party to the contract for the provision of the tours featured in this brochure.

## Important Notice

It is inevitable that some of the details contained in this brochure or the price list may have changed since it was printed. You will be informed of changes to any of the relevant details when you book either with your travel agent or with us, as part of our commitment to quality customer service.

## Consumer Protection

Tours that include flights in this brochure are ATOL protected, since we hold an Air Travel Organiser's License granted by the Civil Aviation Authority. Our ATOL number is 3227. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid us for an advance booking. For further information, visit the ATOL website [www.caa.co.uk](http://www.caa.co.uk)

ECT is a Member of ABTA (number 7664X). 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 3117 0581, [www.abta.com](http://www.abta.com)

## Booking and deposit

To make a booking you must complete and sign the booking form and pay a deposit according to the cost of your tour (per person):

Tour Price (per person)	Deposit required
Up to £3,499	£200
£3,500 - £4,999	£300
£5,000 +	£500

Full payment is required if you are booking within eight weeks of departure.

Bookings may be made direct to our office or through your local travel agent. If you book through a travel agent, upon receipt of your money your travel agent will provide you with an ATOL receipt, which gives the relevant details of your booking. Within 7 days of notification of the booking to us by the travel agent we will send them an ATOL Confirmation Invoice, which they will immediately pass on to you. No contract for the provision of the holiday exists between you and us until we have sent out our confirmation invoice so that if, for reasons such as unavailability, we are unable to accept your booking, our liability to you will be limited to refunding to you the full amount of any money you have paid. All money paid to your travel agent under or in contemplation of a contract to provide one of our holidays is held by your agent on our behalf until they pass it over to us. If you book direct with us we will immediately either issue a confirmation invoice or return your deposit.

## Payment

You must pay the balance of the price of your holiday at least 8 weeks before departure; otherwise we shall be entitled to cancel your booking, in which case you will be liable for the cancellation charges detailed in the "If you cancel your holiday" section below. Payments made by credit card are subject to a 2% surcharge.

## Changes by you

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent and reach us at least 56 days prior to departure. You will be asked to pay an administration charge of £25.00, and any further cost we incur in making this alteration. We may have to treat any alterations requested less than 56 days before departure as cancellations and new bookings, so that the cancellation charges referred to below will then apply.

## If You Cancel Your Holiday

If you wish to cancel your booking, you must notify us in writing. The following charges will apply; effective from the date we receive your notification:

Number of Days before departure	Charge percentage of tour price
56 days or more	Deposit
43-55	25%
29-42	50%
15-28	75%
4-14	90%
0-3	100%

## Complaints

In the unlikely event that you have any cause for complaint during your holiday you must immediately inform the local representative and the supplier in question to enable them to resolve any problems immediately. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us, giving your booking reference and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you.

## If We Change or Cancel Your Holiday

This brochure is prepared in advance of the holiday season; therefore some changes to the holiday arrangements may occur. If changes occur prior to your bookings we will inform you of these prior to issuing our confirmation. In some cases changes occur even after bookings have been confirmed and we therefore reserve the right to make changes at any time. If the change

is minor, we will inform you or your travel agent as soon as possible but we will have no other liability towards you. Occasionally we may have to make a significant change to your holiday after confirmation and we therefore reserve the right to do so. A significant change will include a change of UK departure point, a change of flight time more than 12 hours, a change of accommodation to a lower price or classification as detailed in this brochure. If we have to make a significant change we will notify you as quickly as possible and you may then either: a) accept the change in which case the contract will be varied to incorporate the change; b) take another available holiday from the brochure at its advertised price; or c) cancel the holiday completely in which case we will refund all monies paid to us. Please see the below box stating the compensation payable to you, should we have to advise you of changes within 8 weeks (56 days) of your departure date.

Period before departure within which change is notified to you or to your Travel Agent	Compensation per adult	Compensation per child
More than 56 days	Nil	Nil
55-43 days	£10	£5
42-29 days	£20	£10
28-15 days	£30	£15
14-0 days	£40	£20

Please note that some of the tours operated by our suppliers require a minimum number of participants. If the required minimum number of participants is not met, we will notify you no less than 14 days before the day of departure.

## Force Majeure

**We may have to cancel or change your holiday in exceptional circumstances like war, civil unrest, terrorist activity and its consequences, natural or nuclear disaster, fire, or adverse weather conditions. In these circumstances we will not pay you any compensation as these are beyond our control.**

## Prices

Whilst we reserve the right to increase or decrease prices of any of our tour holidays, once you have made your booking and we have issued our confirmation invoice, we guarantee that the price of your holiday will not be subject to any surcharges. We will always inform you, before accepting your booking, of any changes to the tour price. You should, however, note that if you amend any details of your booking after it has been confirmed you may be subject to an amendment fee as detailed under 'If you cancel your holiday' or 'Changes by you'.

## Our liability to you

We accept full liability for the proper performance of our obligations under any agreement entered into with you for the provision of a holiday featured in this brochure. Included in this are liability for the acts or omissions of our employees, agents, sub-contractors and other suppliers, unless proper performance is not achievable due to:

- Matters which are the fault of you and/or other members of your party;
- Unforeseeable or unavoidable circumstances which are the fault of persons who are not connected with the provision of these services to be performed;
- Any unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided by exercising all due care;
- An event which either we, or the relevant supplier, even with all due care could not have foreseen or forestalled.

Our liability as set out above is limited to the lesser of: (i) (except in the case of personal injury) twice the price of the relevant holiday; or (ii) the amount laid down in the relevant international Conventions such as the Montreal Convention or the Warsaw Convention.

In the case of claims for personal injury (including illness or death) subject as above, we only accept responsibility for the negligent acts and/or omissions of ECT's employees or agents and also of our suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment. Our liability is limited in accordance with conditions of carriage of the relevant air and sea carriers. Copies of these conditions of carriage are available from our offices on request. Additionally, where appropriate and subject to ECT's reasonable discretion:

- We shall afford general assistance to a client who through misadventure suffers personal injury (including illness and death) during the period of the holiday contracted for.
- If you undertake legal action in relation to that misadventure with our prior agreement, we shall meet your initial costs provided such assistance is requested within 90 days of the date of the misadventure.

In any event, the aggregate cost we incur in respect of a) and b) above shall not exceed £5,000. Furthermore, in the event of your recovering any of these costs, whether insurance or otherwise, you shall immediately repay them to us.

## Data Protection

To make your booking we will need to use information you have supplied to us, such as full name, address and dietary requirements. Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

## Jurisdiction

The contract arising from any confirmed holiday booking is to be interpreted under and is subject to the laws of England. We both agree to submit any dispute or claim under it or connected with the holiday to the English Courts or, if you live in Scotland, the Scottish Courts.

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