

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 the tours featured in this brochure.

1) 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.

2) Consumer Protection

ABTA

ECT and its trading name 'Jaltour', is a Member of ABTA (numbers 7664X & W9398 respectively). 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.

ATOL

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. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by Euro Creative Tours with ABTA.

Many of the flights and flight-inclusive holidays in this brochure are financially protected by the ATOL scheme, but ATOL protection does not apply to all holiday and travel services listed in this brochure. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL-protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL-protected. Please see our booking conditions for information, or for more information about financial protection

and the ATOL Certificate go to www.atol.org.uk/atolcertificate

Your Financial Protection

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.

3) 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)	Min deposit required
Up to £3,499	£300
£3,500 – £4,999	£450
£5,000 +	£700

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. When you buy an ATOL-protected flight-inclusive holiday from us you will receive an ATOL Certificate. This will detail where you can get information on what this means for you and who to contact if things go wrong. 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 flights booked will be in Economy class and all accommodation booked will be in the standard rooms of the respective property, unless specifically otherwise stated on the confirmation and invoice.

4) Payment

i) The deposit is part payment of the holiday. The deposit required will be shown on the quotation page of your itinerary. In addition to the deposit, full or part payment of certain elements of your holiday (such as flights) may be required at the time of booking or at some point between booking and balance due date.

ii) You must pay the balance of the price of your holiday at least 56 days (8(eight)weeks) before departure; otherwise we shall be entitled to cancel your booking, in which case we will retain the deposit. Payments made by credit card are subject to a 2% surcharge (non-refundable in case of cancellation).

5) 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 £40, 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.

6) 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
42-55	50%
33-41	60%
15-32	90%
0-14	100%

7)

a) 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 56 days of your departure date.

Period before departure within which, change is notified to you or to your Travel Agent	Compensation per adult	per child (up to and including 11 years old)
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

Some of the excursions included in the holiday packages require a minimum number of participants. Please enquire at the time of booking. If the required minimum number of participants is not met, we will notify you no less than 14 days before the day of departure, and refund any monies paid to us for the corresponding portion of your trip. Since these are optional excursions, any cancellation would not constitute a 'significant change'.

b) 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.

8) Complaints

If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at our office address, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday, and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions. Any dispute or claim arising out of this contract that can't be settled between us can be referred by you to ABTA arbitration or court (see clause 12).

9) 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".

10) 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.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11) 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.

12) Jurisdiction

The contract arising from any confirmed holiday booking is to be interpreted under, and is subject to the laws of England (and Wales). Our Terms of Business are also governed by English Law and the jurisdiction of the English Courts. We both agree to submit any dispute or claim under it or connected with the holiday to the English Courts or other legal system within the United Kingdom. However, if you live in Scotland or Northern Ireland, you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable.