

# Booking Conditions

1. Your contract is with Ian Allan Travel Ltd, ATOL holder no. 288 and Member of ABTA (11185/V4458). The contract is made on the terms of these booking conditions, which are governed by English law and the jurisdiction of the English Courts (unless you live in Scotland or Northern Ireland in which case you may choose that jurisdiction, as appropriate).
2. When you buy an ATOL protected air holiday package (and/or flights) from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our ATOL 0288. In the unlikely event of our insolvency the Civil Aviation Authority will ensure that you are not stranded abroad and will arrange to repay any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). When you make a booking that doesn't include air travel, we have arranged financial protection for you through ABTA.
3. The Client is the person or persons named on the signed Booking Form.

No booking shall exist until:

- (a) A booking form has been completed, signed and received by Ian Allan Travel Ltd.
  - (b) A deposit has been paid and forwarded to Ian Allan Travel Ltd with the booking form and insurance premium (if required). Note: No insurance cover will be effected unless an insurance premium has been received by Ian Allan Travel Ltd.
  - (c) The booking has been confirmed in writing to the Client.
4. The prices shown in this brochure are as a guide only. You will be told the up-to-date price before you book. When you make your booking you must pay a deposit of £250.00 per person or any higher deposit that may apply to your holiday. Any balance must be paid at least 10 weeks prior to departure. If you fail to pay, your booking will be cancelled and we will retain your deposit. If you book within 10 weeks of departure you must pay in full immediately.

Changes in transportation costs, including the cost of fuel; dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5. If you, the Client, cancel your booking, you will incur the following charges.

Up to 70 days before departure	-	Deposit* and Insurance Premium
69 – 40 days before departure	-	50% of total reservation value plus insurance
39 – 30 days before departure	-	75% of total reservation value plus insurance
Within 30 days of departure	-	100% of total reservation value plus insurance

\*Where the standard deposit is increased to secure specific facilities or an additional payment has been made for transportation and these are non-refundable in whole or in part, then the scale of charges shown will be calculated based on a percentage of the cost of all other arrangements and the non-refundable charges will be added to the cancellation charge in order to arrive at a total. All notification of cancellations either in part or in full shall be made by letter to Ian Allan Travel Ltd in writing. Fax copies or emails are not accepted. Cancellation or amendments will take effect from the day that notification is received by Ian Allan Travel Ltd, during office hours.

If the Client(s) find it necessary to change reservations after confirmation, this facility is available up to 10 weeks prior to departure at the nominal charge of £25.00 per booking plus all charges of whatever nature levied by the companies suppliers. After this time all alterations will be treated as cancellations and re-bookings and full cancellation fees are applicable.

6. Ian Allan Travel Ltd reserves the right to cancel or make changes to tour arrangements. In cases of cancellation or major change, we will always offer either arrangements of a comparable standard or a full refund; should cancellation or a material change be made within 10 weeks of departure, the Client(s) will also be entitled to compensation provided Ian Allan Travel Ltd has received full payment.

Period before scheduled departure date within which a material modification is notified to the Client		Compensation per person
More than 70 days	-	NIL
15 – 70 days	-	£15.00
0 – 14 days	-	£ 30.00

Notes:

- (a) Material changes applicable to the tour arrangements made before departure date include change of accommodation to that of a lower category and/or price, change of flight time of more than 12 hours or a change of airport which is inconvenient. The airlines that we use or are likely to use are as detailed within each tour description and subsequent itinerary. Any change to your actual airline after your tickets have been issued will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is not a major change to your booking.
- (b) Payment of compensation will not be made for any change caused by force majeure.

7. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:-

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and  
(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Terminal House, Shepperton, Middlesex TW17 8AS.

Ian Allan Travel Ltd is unable to accept any liability for any delay in any flight whether the cancellation or delay is caused by adverse weather conditions, re-scheduling of times by the airline, any action by airport authorities and/or the action of air traffic controllers, mechanical breakdown, strike or industrial action or otherwise. In the event of any flight delay the responsibility for the welfare of any passenger booked by Ian Allan Travel Ltd will be with the airline concerned. If any Client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the arrangements arranged through Ian Allan Travel Ltd, we shall, at our discretion, offer advice, guidance and assistance to help the Client(s) in resolving any claim the Client(s) may have against a third party, provided we are advised of the incident within 90 days of occurrence. Where legal action is contemplated the authority of Ian Allan Travel Ltd must be obtained prior to commencement of proceedings and be subject to the Clients undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to Ian Allan Travel Ltd. Ian Allan Travel Ltd's costs in respect of the above on behalf of the Client(s) shall not exceed £5,000.00 in total.

8. In confirming the reservation Ian Allan Travel Ltd would like to advise the Client(s) that the hotel(s)/venue(s) being used have safety precautions designed for the protection of all Clients which are displayed accordingly. All Clients of Ian Allan Travel Ltd should acquaint themselves with these precautions on arriving at the hotel(s)/venue(s).
9. In the event of a flight delay over 3 hours, in conjunction with the airline, we will endeavour to provide light refreshments and over 6 hours a main meal, though naturally this will be dependent upon local circumstances. In the event of an extended delay, we will endeavour to make arrangements for overnight accommodation, though this cannot be guaranteed, again being dependent upon local circumstances. Please note that we may not always be aware of delays on some scheduled or internal flights where welfare arrangements will be made by the respective airline. Please note that airlines do not offer compensation for inconvenience or loss of holiday caused by flight delays. Similarly, it is not possible to obtain refunds for any unused accommodation or facilities in the event of an extended delay.
10. If you have a problem during your holiday, it is unreasonable to wait until your return before bringing it to our attention. You must immediately inform our tour manager and/or the relevant supplier or our office in the UK whereupon every effort will be made to put things right. If your complaint is not resolved locally and you wish to complain, full details must be sent in writing to: Terminal House, Shepperton, Middlesex TW17 8AS to arrive no later than 30 days after your return. We will acknowledge receipt within 14 days and do our best to investigate and respond within 28 days of receiving your letter. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

We are a member of ABTA (membership 11185/V4458). We maintain a high standard of service in accordance with ABTA's Code of Conduct. Disputes arising out of, or in connection with this Contract which cannot be amicably settled may (if the Client wishes) be referred to arbitration under a special scheme, which though arranged by ABTA is administered independently. The scheme, details of which are available upon request or obtained from the ABTA website ([www.abta.com](http://www.abta.com)) provides 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 any amount greater than £5,000 per person and £25,000 per booking. Also, it does not apply to claims that relate to 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.

11. Data Protection Policy – 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 principal and relevant suppliers of your travel arrangements and may include any sensitive information that you give us such as details of any disabilities or dietary/religious requirements. The information may also be provided to public authorities such as immigration and customs if required by them, or as required by law. Certain information may also be passed on to security and credit checking companies. If you travel outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in the United Kingdom. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to confirm your booking. In making this booking and signing the Booking Form, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.
12. The cost of holidays as advertised in this brochure were calculated using exchange rates of the respective countries as quoted in the "Financial Times Guide to World Currencies" on 1st December, 2011.

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**IAN ALLAN TRAVEL LTD**  
Aviation Tours  
Terminal House, Shepperton, Middlesex TW17 8AS  
Hours of business: 09:00–17:30 hrs., Monday-Friday  
(excluding UK Bank Holidays)

**TELEPHONE: +44 (0)1932 255625**  
**FAX: +44 (0)1932 231942**  
**EMAIL: [aviation.tours@ianallan.co.uk](mailto:aviation.tours@ianallan.co.uk)**  
**[www.ianallantravel.com/aviationtours](http://www.ianallantravel.com/aviationtours)**  
**Out of hours emergency – referral number provided**