

## **Booking Conditions**

The following Booking Conditions, together with all information relating to your chosen holiday contained in our relevant publications, form the basis of your contract with Polorbis Holidays Limited. Please read them carefully as they set out our respective rights and obligations.

### **1. Making your booking**

To make a booking, you must complete our booking form, which must be signed by the first named person on the booking ("the party leader"). The completed-signed booking form must then be sent to us together with the payments referred to in clause 2 below. Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by sending a Booking Confirmation and Invoice to the party leader. Everyone going on holiday must check all documents (including the Booking Confirmation and Invoice) carefully. Contact us immediately if any information, which appears, on any document appears to be incorrect or incomplete as it may not be possible to make changes later.

### **2. Payment**

In order to confirm your chosen holiday, a deposit of £80 per person (or full payment if your booking form is received within 6 weeks of departure) must be paid at the time of booking.

We must receive the balance of the holiday price not later than 6 weeks prior to departure. If you do not pay all payments due in full, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges will be payable.

### **3. The cost of your holiday**

We reserve the right to increase or decrease the prices of unsold holidays. If there are any changes to the published prices, these will be confirmed at the time of booking.

Once the price of your chosen holiday has been confirmed then, subject to the correction of errors, we will only increase or decrease the price if transportation costs and/or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports change. If the confirmed price of your holiday increases due to fluctuations in currency exchange rates, we will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2% will we ask you to pay the difference. If any increase is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking within 14 days from the issue date printed on the surcharge invoice and receive a full refund of all monies paid to us. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error.

**Please check the price of your chosen holiday at the time of booking.**

### **4. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of up to £30 per element altered will be payable together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers.

### **5. Cancellation by you**

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. If we receive your notice 6 weeks or more before departure, we will retain your deposit. If we receive it less than 6 weeks before departure, the following charges will be payable per person canceling. These are shown as a percentage of the total cost payable by the person(s) according to the period before departure within which written notification of cancellation is received by us. Amendment charges are not refundable in the event of the person(s) to whom they apply canceling.

42 - 28 days 40%

27 - 15 days 60%

14 - 1 days 80%

day of departure 100%

If any member(s) of your party is/are prevented from travelling, the person(s) concerned will be able to transfer their place to someone else providing the following requirements are complied with. We must be notified of the transfer(s) in writing (giving full details of the original and substitute party member(s)) not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £30 must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

#### **6. Changes and cancellation by us**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes and corrections before and after bookings have been confirmed. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- accepting the changed arrangements or
- purchasing an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we may ask you to pay the difference) or
- canceling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

#### **7. Force Majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, and industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **8. Our Liability to you**

We are responsible for providing a service of the type described in our publications and to a reasonable standard.

Please note, the information and prices shown on this site may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

We use scheduled services (except where stated) and, where possible, we give you the choice of which airline and route you travel on. Flight timings are subject to change. The latest timings will be shown on your Booking Confirmation and Invoice. However, the actual flight times will be those shown on your tickets. You must accordingly check your tickets carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

## **9. Your responsibilities**

Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of the chosen holiday. In the interests of safety, you must comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. If you have any special request, you must advise us at the time of booking and clearly note it on your booking form. Although we will endeavor to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be met unless we have specifically confirmed this in writing.

## **10. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the hotelier, carrier or other supplier in question. If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details by telephone or fax within 48 hours. Until we know about a problem or complaint, we cannot assist. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. If, subsequently, your complaint cannot be resolved amicably, you may refer the matter to the low cost AITO Independent Dispute Settlement Service, details of which can be supplied on request. This service is not, however, available for claims for more than £2,500 per person or £10,000 per booking form, nor for claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.