

Air Tours Terms and Conditions

Woods Holidays Ltd, 43 Aldwick Road, Bognor Regis, PO21 2NL • OUR TRADING CHARTER WITH YOU

YOUR CONTRACT IS WITH WOODS HOLIDAYS LTD, A MEMBER OF ABTA

1. WHY SHOULD I READ THIS PAGE?

Because it is very important. Our trading charter forms a key part of our agreement with you and forms the basis of a legally binding contract between you as the leading name making the booking, anyone else in your party and us, i.e. Woods Holidays Ltd.

2. HOW AND WHEN DO I MAKE THIS CONTRACT WITH YOU?

We welcome you making contact with us in a number of ways. You can visit our office, write to us, phone us, use a nominated travel agent, email or visit our website at www.woodstravel.co.uk. Whichever way you contact us the contract is made at the time and date when your booking is entered on to our reservations system and we issue a confirmation of booking. We will send you or your agent the confirmation of your booking within seven working days. Please check this confirmation very carefully to ensure all the information is correct and tell us or your agent immediately of any errors.

3. YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

4. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 3631. 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 to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. We are a member of ABTA, The Association of British Travel Agents guarantees to bona fide customers that in the event of failure of a bona fide member, it will:

- Return all monies for holiday not taken yet.
- Where possible, arrange for a holiday or tour to be completed
- Where failure occurs after a holiday has begun, arrange for customers to be returned by an appropriate means of transport to their UK area of departure.
- If the holiday or tour cannot be completed as planned, the reimbursement of payments made by the customer to the ABTA Member other than payments made by credit card.

5. OUR CONDUCT

The holidays contained within this brochure are operated by Woods Travel and Woods Holidays Ltd. Woods Holidays Ltd. is a member of ABTA with membership number D0685 and V8552. ABTA and ABTA members help holiday makers get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's code of conduct. For further information about 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: 0901 201 5050 or www.abta.com. The above applies only to services supplied by Woods Holidays Ltd and does not apply to services featured in this brochure that are provided by Woods Travel or any other company.

6. YOUR HOLIDAY PRICE

When you make your booking you must pay a deposit of £150 per person (unless stated otherwise on the holiday page). The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date (unless stated otherwise on your confirmation). Where you use an agent they may require you to pay them earlier than the date and will advise you separately of the balance due date. If you book within our balance due period you will need to pay the total holiday cost at the time of your booking. There may be charges for Credit/Debit cards. Ask at point of sale. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on your behalf until the date of departure. Where applicable, the travel agent holds the monies on our behalf. Where optional items are purchased as part of our tour package these are payable on the balance due date except where items such as theatre tickets have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refundable unless we obtain a refund from the supplier we use. The price of your travel arrangements may vary due to changes in transportation costs such as fuel, scheduled airlines and any other airline cost changes which are part of the contract between airlines (and their agents) and the tour operator or organiser. Also government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £5.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive 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. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 9 below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below. 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. Holiday prices include all coach travel, return flights, hotel accommodation, meals and excursions as specified in the holiday description and VAT at the current rate where applicable. Morning coffee, afternoon tea and other refreshments are not included. Some hotels may make a small additional charge for portage and tea or coffee served after lunch and dinner. Gratuities to the hotel staff and driver/courier are discretionary.

7. IF YOU CHANGE YOUR BOOKING

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. You will be asked to pay an administration charge of £25 unless any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

8. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements you will have to pay the applicable cancellation charges up to the maximum shown in paragraph 9. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

9. IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes of aircraft type, change of accommodation to another of the same standard. If we make a major change

to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below.

IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY / IF WE CANCEL YOUR HOLIDAY / IF YOU CANCEL YOUR HOLIDAY

Period before departure within which notice of cancellation or major change is received by us or notified to you	Amount you will receive from us if we make a major change to your holiday	If we cancel your holiday	Amount of cancellation charge if you cancel your holiday
More than 42 days	NIL	Deposit Only	Deposit Only
28-42 days	£10	100% of holiday cost + £10	30% of holiday cost
14-27 days	£15	100% of holiday cost + £15	45% of holiday cost
7-13 days	£20	100% of holiday cost + £20	60% of holiday cost
1-6 days	£25	100% of holiday cost + £25	100% of holiday cost

Cancellation of your flight may result in a charge of up to 100% of the ticket cost. Details will be given upon request at the time of cancellation. No refunds can be made by us in respect of cancellations received by us on or after the date of departure in addition to the above charges. It may be necessary to add under-occupancy, or single room supplements to other members of a party where member(s) of that party cancel. NOTE: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

10. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 43 Aldwick Road, Bognor Regis, PO21 2NL, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. 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 in resort and this may affect your rights under this contract.

11. WHAT HAPPENS TO COMPLAINTS

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special scheme set up by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also an limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of 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. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

12. OUR LIABILITY TO YOU

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 in respect of the loss of 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 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 will be limited in accordance with and/or in an identical manner to:

- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- 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 the address above. Under EU law (Regulation 261/2004) you have rights in some circumstances to refuse travel or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 9. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 020 7246 6061 www.caa.co.uk

13. PROMPT ASSISTANCE IN RESORT

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.

14. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

If travelling outside the United Kingdom you must have a UK passport valid for a minimum of 6 months after your scheduled date of return to the UK. For entry on domestic flights photographic identification is compulsory. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. (www.tco.gov.uk/en)

15. WHAT HAPPENS IF I AM DELAYED?

Your travel insurance may cover you for some delays. In addition where you are delayed for more than six hours in any one-day we will seek to minimise any discomfort and where possible, arrange for refreshments and meals. This

brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

16. TRAVEL INSURANCE

You do not need to take out our insurance, but you must have insurance.

17. DOOR TO DOOR SERVICE

Unless otherwise stated door to door service applies to all WOODS holidays in this brochure providing your home address is within the red line on the map on the back cover of this brochure. If you reside outside this area it will be at the discretion of the operator and a supplement may apply. Please contact us for details.

18. LUGGAGE

Please note that luggage allowance varies according to which airline you travel with. Details will be given to you with your travel documents.

19. SPECIAL NEEDS

All special needs and requests should be entered on the booking form. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance and may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. If you need advice or further information either you or your booking agent should contact our Tours Manager.

20. SPECIAL REQUESTS

If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet. This will be notified to the hotel or hotels on your holiday. Some hotels may not have the full facilities to cope with special diets. Where this is likely to happen we will tell you prior to your booking confirmation being issued so that you can exercise your right to cancel your holiday booking without charge. Any extra costs incurred must be paid to the hotel by yourself prior to departure from the hotel. You should also detail requests for low floor rooms, particular rooms or locations on the special requests section of the booking form. Some requests may incur an extra charge payable either to us or direct to the hotel. These requests cannot be guaranteed except where we confirm on the booking confirmation that this is a guaranteed requirement. We do not allocate rooms in hotels, this is totally the responsibility of the hotelier and should you not be satisfied with the room you are allocated on arrival, it must be brought to the hotelier's attention immediately. If satisfaction is not achieved you must contact your driver/courier.

21. ENTERTAINMENT

Some of our hotels arrange additional entertainment. Where this is part of the holiday details are given on the respective brochure page. Where it is not specified it may still be available but is at the discretion of the hotel and is not guaranteed and any available may be withdrawn if there is a lack of demand or insufficient numbers.

22. COACH SEATING

When travelling by air the coach seats allocated to you on your booking form can only be guaranteed in this country. Whilst every effort is made to hire coaches with the specified seating plan of our own it is not always possible. The vehicles may be smaller and/or have a completely different seat plan.

23. PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. But you must remember that you are responsible for your behaviour and the effect it may have on others. If you or any member of your party is abusive or disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others or affect their enjoyment of their holiday, or which could damage property, we have the right, after reasonable consideration, to terminate your contract with us. If this happens we will have no further obligations or liability to you. The coach driver/travellers' representative, ship's captain, or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drinking or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges according to Clause 9. If the refusal is on the return journey we have the right to terminate the contract and will have no further obligations or liability to you.

24. NO SMOKING POLICY

We operate a strict no smoking policy on all our coaches. We make frequent comfort stops. The no smoking policy of other carriers and suppliers will vary and will be supplied on request.

25. LOCAL PICK UP POINT HOLIDAYS

You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents and we cannot be held liable for any loss or expense suffered by your party because of their late arrival at the departure point.

26. HEALTH & SAFETY

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. Before booking your holiday you should be sure that you and your party are both physically and mentally capable of completing the itinerary. There may be countries that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet Health Advice for Travellers available from the Post Office, any ABTA travel agents or the Department of Health. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time. If you are planning to undertake a bus or coach journey of more than three hours, you should consult your doctor if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, heart or lung disease or if you have had major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. During the journey we will provide comfort stops as frequently as possible. During these stops you are encouraged to get off the coach and walk around. Exercise reduces any discomfort, which may be caused by periods of immobility. During any long journey you should drink alcohol only in moderation as it leads to dehydration.

27. TRAVEL DOCUMENTS

Provided you have paid the balance; approximately 2 weeks prior to departure we will either send you or your booking agent all the necessary travel documents/information and labels so that you receive them in good time for your holiday. Certain travel documents may have to be retained by us and your driver/courier will then issue them to you at the relevant time. If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement. If travelling by ferry or Le Shuttle your driver will hold a group ticket, however if travelling by air you will be allocated your ticket at the airport prior to departure.

28. ENTRANCE FEES

Refunds for entrances to properties owned by an association, i.e. National Trust, cannot be claimed as a refund. We negotiate group rates and as such have minimum numbers to adhere to. Therefore should you have an associated card it will be the charity who will benefit by this.

29. ITINERARIES

Woods Holidays Ltd reserve the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tour will operate. Included excursions are detailed on the relevant brochure page and refunds will not be made for any excursion not taken. Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated on the relevant brochure page.

30. PUBLICATION DATE AND DETAILS

This brochure was printed in the United Kingdom by Woods Holidays Ltd on 20/10/2011. It is issued to comply with applicable Acts of Parliament and Government Regulations.



ABTA
The Travel Association