



DISTINCTIVE AMERICAS

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Your contract is with Distinctive World Travel Limited (trading as Distinctive Americas). Our registered office is at Unit 1, Compton Business Centre, Compton Abdale, Cheltenham, Gloucs GL54 4DL and our company number is 05361526. Distinctive World Travel Limited is fully bonded by the Civil Aviation Authority under Air Travel Organisers License (ATOL) number 9027 to protect your holiday payments and repatriation. These are the terms and conditions of your holiday contract. Please read them carefully as you are bound by them.

1) THE CONTRACT

- a) When you make a booking you confirm that you have the authority to accept and do accept on behalf of your party the terms and conditions set out below. A contract will exist as soon as we issue our confirmation invoice. You must check this confirmation carefully and raise any queries immediately upon receipt. Your contract is made on the terms of these booking conditions which are governed by English law and any claim or dispute will be subject to the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and wish to do so.
- b) All holiday arrangements are subject to availability at the time of booking. No contract shall be made until the deposit (or full price, depending on the date of travel) has been paid, whether or not a booking confirmation has been issued. If the deposit and/or balance is not paid in time, we reserve the right to cancel your holiday and/or retain your deposit.
- c) A booking can only be made by a person aged 18 years or over. All passengers who, at the time of departure, are under the age of 18 years must be accompanied by a responsible adult.

2) THE HOLIDAY PRICE

- a) We will inform you of the up to date price of your selected holiday at the time of booking. You will then sign a booking form and pay a deposit of 10% per person or any higher deposit which may apply to your particular holiday. You will be informed of the total deposit payable at the time of booking.
- b) All payments must be made in pounds sterling and all cheques must be drawn on a UK bank. Final balances paid by credit card are subject to a surcharge of 2.5% (4% for American Express) of the value of the transaction.
- c) The price of your travel arrangements is subject at all times to surcharges for increases in transportation costs such as fuel, scheduled airfares and any other airline surcharges which are part of our contract between airlines (and their agents), cruise ship operators and any other transport provider. It is also subject to cost changes arising from government action such as increases in VAT or any other imposed increases and changes to currency exchange rates, any or all of which may result in a variation of your holiday price. Even in this case, we will absorb an amount to 2% of the price of your travel arrangements, which excludes any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive full refund of all monies paid, except any amendment charges. 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.
- d) We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and then of the applicable price at the time of your booking. Once the price of your chosen holiday has been confirmed at the time of booking we will not increase or decrease the price of your holiday.
- e) During any cruise which may be included in your holiday arrangements, all accounts for on board services/goods and shore excursions must be settled in full before leaving the vessel. Gratuities are non refundable under any circumstances.

3) FINANCIAL PROTECTION

- a) The air holidays we provide are ATOL protected and we hold ATOL Number 9027 as issued by the Civil Aviation Authority. In the unlikely event of our insolvency you are protected in that the CAA will ensure that you are not stranded abroad and arrangements will be made to refund any money you have paid to us for an advance booking.

4) INSURANCE

- a) It is a condition of the contract that every passenger must have travel insurance in force for the entire duration of the holiday. Details of your insurer and policy number must be provided to us. It is your responsibility to ensure that you are adequately insured for the holiday, as we will not check your policy.

5) SPECIAL REQUESTS AND MOBILITY/DISABILITY RESTRICTIONS

- a) If you have any mobility restriction or other disability, health problems or food allergies which may require special treatment or assistance at any time during your holiday, you must advise us at the time of booking. Whilst we will make every effort to accommodate you, we regret that we cannot guarantee to be able to meet any particular special request unless we have specifically confirmed this in writing. If we reasonably feel that we are unable to accommodate the needs of any client who has particular health requirements, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 7 of these conditions.
- b) Special requests such as room location, flight seating, particular facilities, dietary requirements etc. must be made at the time of booking. We will pass on your request to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline upon issue of your tickets.
- c) Please note that all medical facilities on board cruise ships are the responsibility of the ship operator and their availability is at the sole discretion of the master. You will be responsible for the payment of any charges for medical treatment and/or drugs provided on board. In no circumstances will we be liable for any medical treatment or advice or the lack of it, or the alleged consequences of the same.

6) IF YOU CHANGE YOUR BOOKING

- a) If, after our confirmation invoice has been forwarded to you, you wish to change your holiday in any way, we will do our best to meet your request but it may not always be possible. Any such request must be in writing from the person who made the booking or from your travel agent. You will be asked to pay an administration charge of £100 per person and any further costs we incur in making the changes. 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.
- b) You may also transfer a booking to another person, provided that the new passengers meet the requirements of these booking conditions and provided that we are notified in writing not less than 14 days before the departure date. We will not, however, confirm such a booking transfer until all costs and charges incurred by us (including any charges and costs levied by a supplier) have been paid together with an amendment charge of £150 per person. Please note that scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% charge. We reserve the right to require the balance of the holiday price or any other sum due under the contract to be paid before we confirm the booking transfer. Where we do not impose such a condition, both the original passengers and the new passenger shall be responsible for the payment of any sum due to us and both shall also be

- responsible for obtaining any necessary travel documents.
- c) Please note certain rail/flight tickets may not be transferable after a reservation has been made and any alteration could incur full cancellation charges for that part of the holiday. Most airlines do not permit name changes to tickets once issued and any transfer of a booking to another person may therefore result in a charge equivalent to the full cost of the flight or alternative means of travel.

7) IF YOU CANCEL YOUR HOLIDAY

- a) You or any member of your party may cancel your holiday at any time. Written notification from the person who made the booking and signed the booking form on your behalf must be received at our offices. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown below;

Period before the day of departure within which written notification of cancellation is received	Amount of cancellation charge as % of total holiday price*
70 days or more	Deposit only
69 – 45 days	50%
44 – 29 days	75 %
28 days or less	100 %

*If we have already made payments to airlines, hotels or service providers then these amounts will also be charged / retained by Distinctive World Travel Ltd

- b) Where any cancellation reduces the number of full paying party members below the number of free places and/or concessions agreed for your booking we will recalculate these items and invoice you accordingly.
- c) We would strongly recommend that you take out full insurance, which should then in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees. See clause 4 of these conditions.

8) IF WE CHANGE/CANCEL YOUR HOLIDAY

- a) It is unlikely that we will have to make any changes to your holiday 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 opportunity. We reserve the right in any circumstances to cancel your holiday. For example if the minimum number of persons required for a particular holiday is not reached, we may have to cancel it. However we will not cancel your holiday less than 8 weeks before departure date, except for reasons of force majeure* or by reason of your failure to pay the final balance of the price. If we are unable to provide your holiday, you may choose between a refund of all monies paid or such alternative holiday of a comparable standard as we are able to offer, if available (we will refund any price difference if the alternative is of a lower value). If we do have to cancel your holiday, we will also pay you compensation as set out below. Please note that carriers such as airlines may always be subject to change which shall be deemed as a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours or a change of airports to another in the same city or region, changes to aircraft type, change of accommodation/vessel to another of the same standard.
- b) If we make a major change to your holiday or we have to cancel your holiday, we will inform you as soon as reasonably possible before departure. You will have the choice of accepting the changed arrangements or accepting an alternative holiday of comparable standard as we are able to offer if available (we will refund any price difference if lower value) or cancelling your 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 set out below:



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	If we make a major change to your holiday	If we cancel your holiday
Period before the day of departure within which cancellation or a major change is notified to you	Amount you will receive from us	Amount you will receive from us
70 days or more	£0	Deposit only
69 - 45 days	£20.00 per person	Full refund plus £20.00 per person
44 - 29 days	£30.00 per person	Full refund plus £30.00 per person
28 - 15 days	£40.00 per person	Full refund plus £40.00 per person
14 days or less	£50.00 per person	Full refund plus £50.00 per person

* Force majeure means that we will not pay you compensation if we have to cancel or change your holiday in any way because of unforeseeable circumstances beyond our control. These include for example, war, threat of war, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, adverse weather, sea and ice conditions.

c) We reserve the right to make adjustments to the advertised itinerary to take into account passenger safety, comfort and enjoyment which may include weather conditions. The Master of the Ship/Captain of the aircraft must at all times have concern for the safety of his passengers and crew and therefore has overriding discretion at all times to act as he sees fit. In no circumstances shall we be liable for any consequence arising from adverse weather conditions experienced during your holiday.

d) On board cruises, sea areas controlled by vessel traffic, schemes, canals, rivers and other navigable waterways may be subject to delay due to operational circumstances and/or requirements of local authorities. We shall have no liability whatsoever in respect of any such delay. The Master of the Ship has the right to alter the itinerary in any way he sees fit and we cannot therefore be responsible for any failure to meet arrival/departure times for any port of call.

e) A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for refuelling or to let passengers on/off if necessary. Details of any stops will be provided on your itinerary.

9) FLIGHT CANCELLATIONS/DELAYS

a) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delays. Full details of these rights will be available at EU airports and from airlines. Please note however, that reimbursement is the responsibility of the airline and does not entitle you to a refund of your holiday price from us.

10) IF YOU HAVE A COMPLAINT

a) If you have a problem during your holiday, please inform our local representative, or contact our offices (the contact number will be provided with your itinerary and can also be found on our website) and we will immediately endeavour to put things right. If your complaint is not resolved locally please follow this up in writing, within 28 days of your return home. Please give your booking reference number and any other relevant information. We strongly recommend you communicate any complaint to the supplier of services and complete a

report form where available, during your holiday. Failure to do so may affect our ability to investigate the matter complained of, and your rights under the contract.

11) OUR LIABILITY TO YOU

a) We accept responsibility for the full and proper performance of your holiday as described at the time of booking and confirmed to you in your written itinerary. If any part of your holiday is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. Subject to paragraphs 11b), 11c), 11d), 11e) below, our liability in all cases shall be limited to a maximum of twice the cost of your holiday.

b) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub contractors whilst acting within the scope of or in the course of their employment in the provision of your holiday. Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part or that of our suppliers in performing our obligations under the contract. We will accordingly pay to you such damages as are applicable in such circumstances under English Law or the Law you have chosen under Clause 1 of this contract.

c) We will not be responsible for any claim arising as a result of any or all of the following:-

- i) the fault of the person(s) affected or any member(s) of their party or
- ii) the fault of a third party not connected with the provision of your holiday which we could not have predicted or prevented or
- iii) the fault of anyone who is not carrying out work for us (generally or in particular) at the time or
- iv) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure as described in these booking conditions.

d) In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions including, for carriage by air the Warsaw Convention 1929, and the Montreal Convention 1999, for carriage by sea, the Athens Convention 1974 for travel by rail, the Berne Convention and for accommodation arrangements the Paris Convention 1962. The provisions of these Conventions and any other convention in force at the time of your holiday are incorporated into these booking conditions and form part of your contract. Copies of these international conventions are available upon request at our offices.

e) In respect of claims for death and personal injury we will not be liable for any loss of profit or loss of business or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage.

12) BROCHURE/WEBSITE ACCURACY

All information contained on our brochures is based on information available at the time of publication. We reserve the right to change any brochure/website information before your booking is confirmed and the amended information will then form part of your contract with us. Whilst every effort is made to ensure the accuracy of our brochures/website, regrettably errors do occasionally occur. We reserve the right to correct errors prior to confirming your booking.

13) BEHAVIOUR

a) We reserve the right within our reasonable discretion to terminate the holiday, without notice, if you or your party's conduct or behaviour is disruptive in any way and/or affects the enjoyment of other holidaymakers. We shall not accept liability for any extra costs incurred by you or your party as a result of our doing so. Aircraft captains have the right, at their absolute discretion, to refuse boarding to any person who is unacceptably under the influence of alcohol or drugs. If for this reason you are denied boarding on your outward flight, we reserve the right to treat this as a cancellation by you and cancellation charges will be levied.

14) CONDITIONS OF CARRIAGE

a) The carrier companies that provide the transportation for your travel arrangements produce conditions of carriage which form part of your contract both with us and with the carrier companies. You may ask for copies of the relevant conditions of carriage from our offices.

15) DATA PROTECTION

a) For the purposes of the Data Protection Act 1998 we, Distinctive World Travel Limited, are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

b) We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

c) We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.