

## Booking Conditions

These Booking Conditions, together with all information relating to your chosen holiday contained in our website or brochure, form the basis of your contract with Sally Chambers trading as *Baltics and Beyond*. Please read these Booking Conditions carefully as they set out our respective rights and obligations.

### 1. Booking your holiday

The party leader is responsible for making all payments due to us as referred to in [section 2](#) below. Once we have received your request, we will, subject to availability, confirm your holiday by sending a Confirmation Invoice to the party leader. Everyone travelling must check all documents (including the Confirmation Invoice) carefully. Contact us immediately if any information which appears on any document is incorrect or incomplete as it may not be possible to make changes at a later date.

### 2. Payment

In order to confirm your chosen holiday, a non-refundable deposit of £100 per person (or full payment if your booking is received within 10 weeks of departure) must be paid at the time of booking. In order to secure particular flights, we may sometimes require a higher deposit than normal to be paid at the time of booking. We will advise you of this before you confirm your booking.

The balance of the holiday price must be received by us not less than 10 weeks prior to departure. If we do not receive all payments due in full and on time, we will send you a written reminder. If you do not pay all payments due in full within 7 days of receiving this reminder, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in [section 7](#) below will be payable.

### 3. Insurance

We strongly recommend that all individuals travelling with *Baltics and Beyond* have adequate travel insurance for their trip. We suggest that insurance should commence before or at the time of booking so that cancellation cover is immediately in force. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We are not in a position to check your insurance policies. We act only as a booking agent for Holiday Extras travel insurance ([www.holidayextras.co.uk](http://www.holidayextras.co.uk)) and therefore we have no liability to you whatsoever for any such arrangements made between you and Holiday Extras. All liability to you will rest with Holiday Extras and in the event of any matter arising, you should contact them directly. In the event that you are unable to contact Holiday Extras directly please contact us and we will try to assist you in whatever way we can.

### 4. Your contract

A binding contract between us comes into existence when we despatch your Confirmation Invoice to the party leader. English law (and no other) will apply to this contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 5. The cost of your holiday

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. If there are any changes to the published prices, these will be confirmed at the time of booking. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note, changes and errors do occasionally occur. Please check the price of your chosen holiday at the time of booking. *We guarantee that once you your holiday is booked and you have received your Confirmation Invoice, the price will not be changed.*

### 6. Changes made 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 endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where changes are possible, an amendment fee of £20 per change made will be payable together with any costs or charges incurred by us and/or incurred or imposed by any of our suppliers.

### 7. Cancellation made 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 by recorded delivery post, fax or email. Your notice of cancellation will only be effective when it is received in writing by us at our office. If we receive your notice 10 weeks or more before departure, we will retain your deposit (NB this includes all amounts due at the time of booking in respect of any flight(s)). If we receive it less than 10 weeks before departure, the following charges will be payable per person cancelling except where these represent less than the deposit(s) paid at the time of booking per person cancelling - in this case the deposit(s) paid will be retained by us by way of cancellation charge and not the percentage shown below. The charges set out below are shown as a percentage of the total cost payable by the person(s) cancelling excluding any amendment charges, 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 cancelling.

<i>If you cancel your holiday:</i>	<i>We charge you:</i>
More than 10 weeks before departure	Deposit
Between 6 and 10 weeks before departure	40% of holiday price
Between 2 and 6 weeks before departure	80% of holiday price
Within 2 weeks before departure	100% of holiday price

If any member(s) of your party is/are prevented from travelling, where possible, the person(s) concerned will be able to transfer their place to someone else (introduced by you) 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 this is possible, 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 £20 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.

## 8. Changes and cancellation made by us

Occasionally, we have to make changes to and correct errors in our brochure, website and other details both before and after bookings have been confirmed and sometimes cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change" before departure, such as: alterations to your confirmed place of departure that add more than 100 miles to any single leg of your journey. 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:-

- (a) accepting the changed arrangements or
  - (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or
  - (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.
- Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel we will as a minimum where compensation is due pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted 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. No compensation will be payable and the above options will not be available 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) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Except as set out above, we will in addition, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation by us. Very rarely, we may be forced by "force majeure" (see [section 9](#)) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

## 9. 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, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 10. Our liability to you

(i) We accept responsibility for ensuring that the holiday arrangements you book with us are supplied as described in our brochure or on our website. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they have acted outside our authority or instructions.

(ii) If you feel that any part of your holiday arrangements is not provided as promised, you should notify our supplier or ourselves as soon as possible. You must provide us with details in writing at the earliest opportunity.

(iii) Where we have failed to provide you with a significant proportion of the services which you have contracted with us to provide, if you are still on holiday with us we will (where possible and appropriate to the circumstances), endeavour to organise suitable alternative arrangements at no extra cost to you. In all other cases (ie: where we have not failed to provide you with a significant proportion of the services which you have contracted with us to provide) our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions.

(iv) Our liability in all cases shall be limited to a maximum of 3 times the total cost of your holiday (including deposits and administration charges). We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements direct.

(v) None of the provisions of this paragraph shall have the effect of excluding or limiting our liability in respect of any personal injury or death of you or any member of your party during your holiday directly resulting from our own acts or omissions or the negligent acts or omissions of our employees, agents or suppliers whilst acting within our authority or instructions. We do not accept any responsibility for death, injury or illness caused by any act or omission of any third parties acting outside of our authority, instructions or control or with whom you may have made any bookings or arrangements direct.

(vi) We are not liable to you where our failure or improper performance of any of our obligations to you is due to:

- ◆ any fault or failure of you or of any member of your party;
- ◆ any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable; or
- ◆ circumstances beyond our or beyond our suppliers' reasonable control (which circumstances are without limitation described in [section 9](#) "Force majeure" although we will endeavour following notification to us to provide you with our prompt assistance where our failure or improper performance results from circumstances not due to any fault or failure of you or any member of your party.

(vii) In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases shall be limited in the manner provided by the relevant international convention. Copies for the relevant International Conventions are available from our office upon request.

(viii) Our suppliers and our local representatives are instructed not to act as our agents in booking any alternative activities other than those approved and offered by us. Any assistance they may offer at your request in relation to such activities does not imply they have acted as our agent or with our authority or approval. We are not responsible for such activities and have no liability to you in respect of any of them.

(ix) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance, providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(x) Special requirements

If you have any special requirements (dietary, health or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met however and we are not liable to you in the event that your wishes are not met.

## 11. 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. Any verbal notification must be put in writing and given to them as soon as possible. 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.

## 12. Your responsibilities

Bookings are accepted on the understanding that all persons travelling are in good health and able to fulfil the physical demands of the chosen holiday. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. 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 you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. 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.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (including lost keys) must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 13. Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see [section 10](#)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 14. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL 9192) and we are also covered by "Total Payment Protection (topp) Policy cover:

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' monies paid in respect of flight and non-flight inclusive packages offered in this brochure/literature/document/on this website and to cater, where necessary (and subject to the terms of the insurance policy), for:

- a refund of such monies
  - and to repatriate customers to the UK
- in the unlikely event of our financial failure." For further information visit the ATOL website [www.atol.org.uk](http://www.atol.org.uk)

## 15. Brochure & website accuracy

Please note, the information and prices shown on this site and in our brochures may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website, brochures and prices at the time of printing, 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.

## 16. Delay

We regret that we are not in a position to offer you any assistance in the unlikely event of delay at your outward or homeward point of departure. The provision of meals or overnight accommodation is entirely at the discretion of the carrier.

## 17. Flights

We use scheduled services and, where possible, we give you the choice of which airline and route you travel on. However, airlines have not always published their routes and schedules at the time we publish the brochure and web pages. Flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your Confirmation Invoice. However, the actual flight times will be those shown on your tickets which will be despatched to you approximately 2 weeks before departure. 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 despatched - we will contact you as soon as possible if this occurs. Any such change will not entitle you to cancel or change other arrangements without paying our normal charges.

## 18. Tailor-made holidays

Please note that all arrangements booked and confirmed by us which are made independently of those detailed in the brochure/website also require a signed Confirmation Invoice and shall be governed by these booking conditions.