

VISION TOURS Booking Conditions

1 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 we both agree to submit to the jurisdiction of the English Courts.

2 Your Financial Security

a) Flight inclusive holidays: Vision Tours holds Air Travel Organisers' Licence (ATOL) No. 9273 granted by the Civil Aviation Authority (CAA). In the unlikely event of Vision Tours insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to Vision Tours for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

(b) Land Only holidays: To ensure that your holiday arrangements are fully protected in accordance with EU regulations all monies received as payment for holidays booked with Vision Tours are immediately deposited into a Clients' Trust Account and remain there until your holiday has been completed or the services comprising your holiday have been paid for in full by Vision Tours.

3 Your Holiday Price

When you make your booking you must pay a deposit of £150 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. All balances paid directly to us by credit card are subject to a charge of 2% (there is no charge for debit cards). If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies that may be paid via a travel agent are held by him on our behalf.

The price of your travel arrangements was calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" on 17th July 2006.

Vision Tours reserve the right to increase the holiday cost to take account of the following items; government action, airport charges and increase in scheduled air fares. Vision Tours will absorb a sum to 2% of the holiday excluding insurance premiums and amendments charges should a surcharge be necessary. The client will have to pay any sum in excess of this 2% but if the surcharge results in an increase of more than 10% of the holiday cost excluding insurance premiums and amendment charges the client may cancel the booking within 7 days notification of the surcharge and obtain a full refund of all money paid to Vision Tours except for any holiday Insurance premium and amendment fees.

Vision Tours reserve the right to correct errors in both advertised and confirmed prices. This will be done as soon as Vision Tours become aware of the error. Should there be an obviously incorrect price shown we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice.

4 Flight Bookings

The prices shown in the brochure do not include international flights, but Vision Tours are happy to quote and book flights on behalf of clients. Vision Tours will use its best endeavours to ensure that all flight prices are correct at the time that they are quoted. Once a deposit of £100 is paid on an airfare, it guarantees that a booking is being held for you, it DOES NOT GUARANTEE the fare. The fare can only be guaranteed when the flight booking has been paid for in full and a ticket has been issued. Flight bookings cannot be transferred.

5 Travel Insurance

Travel insurance is mandatory for all clients and we can offer you comprehensive travel insurance cover specifically tailored to our travelers and tours. A summary is given with our booking form and full details are available upon request.

Alternative insurance taken by the client should provide at least an equivalent level of cover as that of Vision Tours, and should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday, including evacuation and repatriation in an emergency, and loss of holiday monies through cancellation or curtailment of the holiday for insurable reasons. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance may be requested at the start of your tour, failure to provide this may result in the client being prevented from joining the tour.

Where the clients declines to purchase the policy offered by Vision Tours (or if applicable the Travel Agent) he or she may be required to complete and sign an indemnity form absolving Vision Tours (and if applicable the Travel Agent) of all possible liabilities which may arise due to the failure to take out adequate insurance cover.

6 Passport, Visa and Immigration Requirements

It is a standard requirement for entry into almost any country that you have a passport valid for at least 6 months beyond the date you complete your travels. If your passport has only a few months validity or only a few pages remaining, it may be wise to apply for a new one as soon as possible before your travel date.

Visa requirements vary from one country to another. They also vary according to nationality. It is **your responsibility** to ensure that you are in possession of all visas necessary for your travels. Further information is given in Country Information about the general visa requirements for your chosen destination.

7 Age, fitness and participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in the brochure. No unaccompanied minors (those under 18yrs) can be accepted on holidays operated by Vision Tours unless accompanied by parents on appropriate tours. Vision Tours reserve the absolute right to decline a booking at their discretion.

Clients agree to accept the authority and decisions of Vision Tours employees, tour leaders, and agents whilst on tour with Vision Tours. If in the opinion of such person the health or conduct of a client before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour or holiday the client may be excluded from all or part of the tour or holiday without refund. In the case of ill health Vision Tours may make such arrangements as it sees fit and recover any incurred costs from the client.

8 Local laws / respect for the environment

All participants in holidays operated by Vision Tours are expected to obey the laws and regulations of the countries visited and also to show due respect for the local population and environment they are visiting. Failure to do so will relieve Vision Tours of all obligations that they may otherwise have under these booking conditions.

9 If you change your booking

A change of departure date and/or tour to another in this brochure must be requested in writing by the person who made the original booking and must be accompanied by an administration fee of £50 per booking, unless the request is with in 56 days of departure in which case cancellation fees will be applied as detailed below. Please note this does not apply to any flight booking which has been made which will depend upon the booking conditions of the supplier or airline and may result in the loss of deposit or full amount of paid.

A change of name must be requested in writing by the person who made the original booking and must be accompanied by an administration fee of £25 per booking, unless the request is with in 56 days of departure in which case cancellation fees will be applied as detailed below. Please note this does not apply to any flight booking which has been made which will depend upon the booking conditions of the supplier or airline and may result in the loss of deposit or full amount of paid.

10 If you cancel your holiday

The client may cancel the booking at any time provided that the cancellation is communicated to Vision Tours in writing. Written notification is essential even if verbal notification of a cancel has been given. Cancellation charges will be applied as shown below calculated from the day written notification is received by Vision Tours. In addition to the charges shown below airlines may impose 100% cancellation charges and the cost of a new ticket.

Period before departure within which written notification is received.	Cancellation charges shown as a percentage of the price
56 days or more	Forfeit of deposit*
55-28 days	50% of total cost
27-14 days	75% of total cost
13 days or less	100% of total cost

*includes any flight deposit paid.

In addition to the above cancellation charges, the full insurance premium together with any existing administration fees is also payable in the event of a cancellation by the client. If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges.

11 If we change or cancel your holiday

It is unlikely that we will have to make any changes to your travel arrangements, but because we plan the arrangements many months in advance, occasionally, we may have to make changes and 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. No compensation or refund will be made for minor changes.

(i) 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 the 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 lower value), or cancelling your booked holiday and receiving a full refund of all monies paid.

(ii) We also reserve the right in any circumstances to cancel your travel arrangements. However, we will not cancel your travel arrangements after the date when the balance of the price becomes due, 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 from us, if available (we will refund any price difference if the alternative is of lower value).

If it is necessary to make a major change to, or to cancel your travel arrangements, as set out above, we will pay you the following compensation except in case resulting from force majeure.

Period before departure of major change or cancellation by us.	Compensation payable per person
Within 14 days	£100
Between 15 and 28 days	£50
Between 29 and 56 days	£25

The compensation that we offer does not affect your rights to make any additional claim against us if you are entitled to do so.

We run a number of Special Group Tours which are conditional upon achieving a certain minimum number in order to maintain the required price. Occasionally we find that this minimum number is not achieved. In these circumstances you will be offered to either continue with your holiday at a possibly higher price, change to an alternative departure date if available, change to an alternative holiday, or receive a full refund. The conditions stated above regarding changing and cancelling your holiday will apply in these circumstances.

If you are booking flights through Vision Tours, you will be advised of the aircraft type with your tickets and flight schedules. We reserve the right to change airlines or change aircraft types at any time and this will not be a major change for the purposes of these Booking Conditions, nor will the re-scheduling of a flight providing it arrives within 12 hours of the original schedule. In the event that you choose to cancel your holiday as a result of such change, our normal scale of cancellation charges will apply.

Flight timings are provided by the airlines and are subject to weather conditions, air traffic control, and all passengers checking in on time. We can give no guarantee that the flight will depart at the time shown on the tickets. Where we are unable to operate your confirmed domestic flights, travel by road or railway may be offered as an alternative.

Force Majeure - Examples of Force Majeure can include, but not be limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire or adverse weather conditions.

12 If you have a complaint

If you have a problem during your holiday, please inform the guide or other representative of Vision Tours at the time who will endeavour to put things right. If you have made any independent arrangements you should also complain direct to the supplier. It is important that Vision Tours is made aware of any problem so that we have the opportunity to put things right.

Should the problem remain unsolved a complaint must be made in writing to vision Tours within 28 days of the completion of the holiday. Failure to complain on the spot may mean your rights under these booking conditions will be affected.

13 Our Liability to You

(i) Where the client does not suffer personal injury, Vision Tours accepts liability should any part of the holiday arrangements booked with Vision Tours not be supplied as described in this brochure and not be of reasonable standard. In such case, Vision Tours will pay reasonable compensation if the clients enjoyment of the holiday arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of Vision Tours or its suppliers and the reason for the failure in the holiday arrangements was the clients fault, the actions of someone unconnected with the holiday arrangements or could not have been foreseen or avoided by Vision Tours or its suppliers even if all due care had been exercised.

(ii) Where the client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with Vision Tours, Vision Tours accepts responsibility unless there has been no fault on Vision Tours part or its suppliers and the cause was the clients fault, the actions of someone unconnected with the holiday arrangements or one which neither Vision Tours nor its suppliers could have anticipated or avoided even if all due care had been exercised.

(iii) Vision Tours acceptance of liability to pay compensation pursuant to clause 11(i) and 11(ii) is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amount set out in the provisions respectively, of the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

(iv) Vision Tours acceptance of liability in clause 11(i) and 11(ii) above is subject to assignment by the client to Vision Tours of the clients rights against any agent, supplier or sub-contractor of Vision Tours which is in any way responsible for the unsatisfactory holiday arrangements or the clients death or personal injury.

This programme is issued on the sole responsibility of Vision Tours and has been completed with reasonable care. It is not issued on behalf of, and does not commit any airline whose flights form part of the arrangements. Where air travel on inclusive holidays in this programme is available by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.