

Booking Conditions

Your Financial Protection

Your holiday arrangements are organised by Uni-Travel Limited trading as The Independent Traveller, Farm Tours & Ranch Rider, Devonshire House, Devonshire Lane, Loughborough, Leics, LE11 3DF, or Uni-Travel, Alexandra Square, Lancaster University, Lancaster, LA1 4XX (hereafter known as the Company). The Independent Traveller, Farm Tours and Ranch Rider are trading names of Uni-Travel Limited and trade under ABTA no. 96395, V9150 and ATOL number 4660. Uni-Travel operates under ABTA no. 82208 and ATOL 4660. The individual members of the Uni-Travel group operate under ABTA No. 82208 or 96395 as listed above.

ABTA and ABTA members help holidaymakers to 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, 68-71 Newman Street, London W1T 3AH, tel: 020 7637 2444 or www.abta.com.

The above applies only to services provided by the individual members of the Uni-Travel group and does not apply to services featured in this brochure that are provided by any other company. In order to provide you, the client, with the fullest range of services, on occasions we act as retail agents for other ATOL holders and you will be notified of the appropriate ATOL number with your written confirmation.

For holidays including flights

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

For holidays not including flights

We provide financial protection for non-air inclusive package holidays where we are your contracted Tour Operator by way of a bond provided to ABTA the Travel Association.

Again the confirmation invoice will contain full details of the elements of the holiday booked by us on your behalf.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Conditions that apply to both individual and group bookings

1. Reservation Procedures

After full discussion with your travel advisor we will issue you with a reservation/option number. You should then complete the booking form enclosed for all members of your party and ensure that all details are accurately and fully completed. Particular attention is drawn to accurate dates of birth as this may affect insurance premium calculations and child flight discounts. We draw your attention to the insurance questions now required by law to ensure that you are fully and adequately protected whilst abroad.

2. Deposit

In order to secure your booking we will collect an agreed deposit from you. This deposit will vary dependent on the type of holiday booked. Deposits are non refundable and should be covered by insurance. A contract is formed when we issue our confirmation invoice to you.

3. The Balance

The balance is due 12 weeks prior to the date of departure of your holiday. This lead time is necessary to ensure that our overseas' suppliers are paid prior to your arrival. If your booking is made less than 12 weeks prior to departure full payment is required at the time of booking.

4. Amendments by the Client

Whilst changes are possible they will normally attract an amendment fee of £50.00 per person plus any direct charges levied by the suppliers involved. The Company confirms all your travel arrangements to you in writing and any errors or omissions not notified to us within 14 days of the date at the top of the confirmation document will be considered as amendments. Please carefully check your confirmation document to ensure that we have interpreted your holiday wishes accurately.

5. Cancellation

If you cancel your booking with us the following cancellation charges apply:

More than 84 days	Deposit
84 - 70 days	50% (or deposit if greater)
61 - 51 days	80%
Under 51 days	100%

Note: Certain speciality operators may require pre-payment at the time of booking or impose more onerous cancellation terms than the ones stated above. In those circumstances the cancellation charge will be amended in line with their requirements. We will use our best endeavours to inform you of these charges at the time of booking. Where flights and other items are paid in full and non-refundable, then these are excluded from any calculation for cancellation purposes.

Notice of cancellation

Cancellation can only be accepted in writing and the appropriate date is the date at which it was received in our office and the printed date stamp applied.

Your liabilities under this section may in certain circumstances be covered by insurance. In uncertain times our policy for cancellation is clear and follows the industry standard. If the contracted airline is flying and there is no Foreign Office advisory against travel to that Country, then our normal cancellation terms apply.

6. Changes made by ourselves

Virtually every holiday we help to plan and initiate goes without any changes once confirmation has been received by the client. Occasionally it is necessary to alter arrangements due to circumstances beyond our reasonable control. Although most changes are minor, for example an hour or so difference in departure time, some are more major. They could involve change of departure time by more than 12 hours, change of departure airport, etc. As soon as they are notified to us we will inform you as soon as is practical and work with you to solve any problems caused. If we cannot solve the problem to your complete satisfaction the following compensation rates are applicable:

More than 8 weeks prior to departure	nil
Within 8 weeks prior to departure	£15.00
Within 6 weeks prior to departure	£20.00
Within 4 weeks prior to departure	£25.00
Within 2 weeks prior to departure	£35.00

7. Flight Timings

Brochures are produced many months in advance of your holiday and it is quite possible that the times originally advised to you on your confirmation or at the time of booking will have altered by the time you complete your holiday. Airlines need to make these changes for operational reasons. You should comply with the timings advised to you with your tickets and must pay particular attention to the report time at the airport. Airlines are entitled to deny boarding without compensation should you report later than the time stated. In that case your holiday could be forfeit without compensation. We would draw your attention to the terms and conditions of our insurance policy which provide for cover if the reason for late reporting is outside your reasonable control.

8. Passport and Visa

It is the client's responsibility that you and

all members of your party have the proper and full documentation to travel. All clients travelling to the USA and Canada require a full 10 year machine readable passport with no endorsements. We recommend that the passport has at least six months left to run on the return date to the UK. Visas are currently not required for Canada. All clients travelling to the USA are now required to apply for an ESTA to obtain entry into the USA. We provide you with the appropriate link to the official website to enable you to comply with this regulation. If you hold a passport other than a GB passport or a passport that is not machine readable you need to immediately contact the US Embassy to ascertain any visa requirements. If you have any convictions including impaired driving you will need to apply for a full US visa and you should allow at least three months prior to travel to complete the paperwork.

9. Names

Under new security arrangements your full first name, middle name and date of birth, as they appear in your passport, are required. It is your responsibility to check that we have taken your name down properly. Airlines are at liberty to deny boarding without recompense should this information be incorrectly recorded. We would therefore ask you to carefully check all your documentation including your final documents and tickets.

10. Insurance

High quality medical cover for both Canada, the USA and World-Wide is very important. Most countries do not operate a National Health Service and it is therefore important that you are fully and properly insured. Insurance is therefore mandatory for all people booking through The Company. You are at liberty to choose whichever other insurance company you like, but we would draw your attention to the highly attractive terms and conditions of our own policy, particularly our cover for riding, including riding without a hard hat. In the event of you not purchasing our policy you must complete on the booking form the name of the insurer who will be providing your holiday cover. If you do not take our cover it is essential that you inform us of your insurer and policy number prior to departure. Failure to do so will prohibit us assisting properly in the event of any untoward event. We recommend that £2,000,000 medical and £2,000,000 public liability are the minimum standards you should accept for peace of mind, in particular for a North American holiday. We would draw your attention to the need to inform any insurer of pre-existing medical conditions. This applies equally to all members of the party, close relatives or any other person on whom the trip may depend.

11. If you have a problem whilst you are away

In the unlikely event of anything untoward happening whilst you are away you should follow the procedures listed below:

(1) Contact your hotelier, car hire company or

service provider, or tour manager if an escorted tour, and attempt to resolve the problem locally.

(2) If the problem cannot be resolved locally you should immediately contact 01509 618800, leaving us a return telephone number and the nature of your problem and we will ring you back on the next working day and attempt to sort out the problem. If a problem occurs on a Saturday after 4.00pm UK time or during a UK Bank Holiday, please use the emergency number listed on your travel documents.

(3) We will endeavour to contact you within 12 hours and attempt to sort out the problem. We regret that if we are not informed of the problem whilst you are away we cannot accept liability as we have not had an opportunity to rectify the problem. We believe it is not entirely reasonable to expect us to accept liability for a problem that we were not aware of.

(4) If the above procedures have been followed and you are still not satisfied with the outcome, we subscribe to the ABTA Arbitration Scheme, which is a simple, effective and low cost scheme for both parties to ensure that each side has a fair hearing. Details of the scheme will be supplied upon request and the outcome of the arbitration independently adjudicated by the Chartered Institute of Arbitrators is binding on both parties. The scheme is currently limited to claims of a maximum of £5,000.00 per person or £25,000.00 per booking. We believe that it provides both parties with a full and proper hearing.

(5) Except in claims specifically relating to personal injury or death our liability is strictly limited to the cost of the holiday provision booked directly with ourselves.

12. Unused Services

We regret that refunds cannot be made for any unused services. We draw your attention to the insurance cover provided that may in certain circumstances meet your liabilities in this area.

13. Errors and Omissions in the printing of the brochure & publicity material

Our brochures are complicated documents. Regrettably there may be some errors and omissions in the brochure and these could include wrong pricing. It is our responsibility to point these out to you prior to you making a booking. Every effort is made to ensure that descriptions are accurate at the time of printing. From time to time improvements and maintenance mean that certain facilities may be withdrawn for limited periods. Where longer term changes take place we will inform you and offer the option to change the element without amendment fees.

14. Charter Flights

We feel we should draw to your attention to the fact that charter flights are more prone to flight changes than those operated by schedule carriers, both in terms of days of operation and timings. Charter flights offer excellent value for money, however in order to offer this good value the charter companies need to maintain high load factors to ensure that they operate at a profit. This can cause them to consolidate flights, particularly at the beginning and the end of the season. For this reason we normally recommend that two days are spent in the town of arrival to allow for any unforeseen flight schedule changes. Your travel consultant will be pleased to discuss this matter with you.

15. Fuel Surcharges, Airport Taxes & Other Taxes

Unless otherwise stated our prices include all taxes known at the time of quotation. Unfortunately governments world-wide increase or add tax without prior notice. We reserve the right to pass these charges on to you. This includes the right to pass on tax increases after final invoice. Note: some airports have imposed Airport Improvement Fees that are paid locally. We will advise you of any known charges at the time of booking.

16. 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 if this has affected 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 all 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, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of your travel arrangements booked directly with us. Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) 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 Devonshire House, Devonshire Lane, Loughborough, LE11 3DF, telephone: 01509 618800.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised 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 5. 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 Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

17. Force Majeure

Uni-Travel Limited will not be responsible for nor will pay any compensation for changes to, or cancellation of, your arrangements which

arise as a result of situations outside our reasonable control - "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service could not, even with all due care, have foreseen or avoided.

18. Your Holiday Price

We have priced our brochure on exchange rates as published in the Financial Times on 5 September 2013.

We reserve the right to pass on surcharges as follows:

Fuel Surcharge. Over the last few years fuel surcharges have become a fact of life. Airlines levy this charge at the point of ticket issue - our normal practise is to issue your air tickets approximately one month before your date of departure.

You have two choices on how to pay for any fuel surcharge raised:-

(1) If you pay in full for your flights at the point of booking including the current fuel surcharge then no further charges will be made. We will issue your air tickets at this point and hold them with your holiday file.

(2) After you have paid your holiday balance and approximately one month before your departure your air tickets will be issued and at that point the fuel surcharge will be calculated - this charge will be invoiced to you as a supplementary invoice to be paid by return.

Currency. We reserve the right to pass on any variation in currency from the reference date printed above. We will absorb all currency fluctuations up to 2%. In the unlikely event of the currency surcharge being more than 10% of the booking cost you have the option to cancel the booking without charge.

19. Financial Security

On any holiday where we provide the Air from the UK your holiday by law must be covered by ATOL. We are required to add the current ATOL charge to your booking. Where we do not provide the air your booking is cover by ABTA and we will add the current charge to your account. Both scenarios provide you the customer with financial security.

20. Data Protection

In the process of your booking we collect certain information, which includes but is not limited to such things as passport numbers. In order that your travel arrangements run smoothly and meet your requirements it is necessary for some of this information to be passed onto third parties. As a company we do all in our power to ensure full and proper security measures are in place to protect your information. Without passing on such information your journey may not be satisfactorily completed. Whilst we take every effort to ensure that our travel partners, airlines, hotels, transport companies, etc fully comply with the EC regulations on data protection, we can take no responsibility for their actions. Additionally when your travel takes you outside the European Economic area there is not as strong a legal requirement as there is in this country. Information such as disability, dietary or religious requirements has to be passed on to suppliers to ensure your booking is satisfactorily completed. It is required from time to time by current law, or possibly by law as yet to be brought in, to pass on to governments certain information in connection with counter terrorism activities. By placing your booking with us you accept and

consent to us so doing. We also guarantee that any information held on our database is not sold or disseminated to any third party and is used solely in marketing activities by ourselves or members of the same travel group.

All clients have reasonable right of access to view information held on our database about themselves. To help organise access we require 14 days written notice in writing and we would then be pleased to show you all information held on our computers with regard to yourselves. We also undertake to immediately alter any information that is demonstrably wrong.

21. Governing Law

These booking conditions shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to adjudicate any dispute which arises thereto.

22. Foreign Travel Advice

For information on your destination you may care to check Foreign & Commonwealth advice: refer to www.fco.gov.uk/knowbeforeyougo.

*These booking conditions comply with the Tour Operators Code of Conduct drawn up by The Association of British Travel Agents and approved by the Office of Fair Trading.
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