

Ethos Travel Booking Conditions

Booking Conditions

The following booking conditions along with the general information contained within our website form the basis of your contract with Ethos Travel Limited. Please take time to read them as they cover our respective rights and obligations.

In these booking conditions all reference to "Holiday", "Booking", "Contract", "Package", "Tour" or "Arrangement" refer to the holiday arrangement which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you and means a combination of at least two of the following three components when booked with Ethos Travel at the same time.

- 1) Transport
- 2) Accommodation
- 3) Other travel services forming a major part of the agreement.

If you book only one component of a holiday with us (e.g. accommodation), then we act only as a booking agent for the supplier concerned. Your contract for that component is with the supplier. The terms set out below will not apply.

In these booking conditions, "You" and "Your" refers to all persons named on the booking (including anyone who is added or substituted at a later date). "We", "Us" and "Our" refers to Ethos Travel Limited.

Status

CONFIRMED: Means the airline, hotel or tour operator has accepted your reservation from Ethos Travel subject to the usual reservation conditions. REQUEST: Means your requested service has been requested with the respective supplier although not yet confirmed. WAITLIST: Means that your requested service(s) is currently fully booked and has therefore been placed on a waiting list. CANCELLED: Means that your requested service(s) has been cancelled with/by the respective supplier. UNABLE: Means that the airline, hotel or tour operator has been unable to meet your request. PROVISIONAL: Means that the airline, hotel or tour operator has not confirmed the exact fare for your service at the time of booking and any increase in the cost will have to be met by you.

Making your booking

Bookings can be made by phone, letter, email, fax or in person at our offices. To confirm a booking, the lead name must complete our booking form. He/She must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and the parent/guardian of all members of the party below the age of 18 at the time of booking (The lead name must be over the age of 18 at the time of booking). By signing the booking form the lead name confirms that they are so authorised. The lead name is responsible for all payments to Ethos Travel.

Payments

When booking, you must pay a deposit of £250 per person or 20% of the total cost of your holiday (whichever being the larger). Should any service i.e. airlines, require full payment at time of booking this will be charged to you over and above the aforementioned deposit. Full payment will be required if booking within 10 weeks of departure. A contract will exist as soon as we have received the booking form and all relevant payments, at which point we will issue the lead name a confirmation invoice. It is your responsibility to check this confirmation invoice, and to advise us if there are any errors or omissions as it may not be possible to make changes later. Ethos Travel will try and arrange for special requests to be met but these cannot be guaranteed. Ethos Travel will not be

liable if any special request is not met. If you arrange your holiday direct with the Company all correspondence will be forwarded to the lead passenger on the confirmation invoice unless otherwise stipulated. If your booking is made through a travel agent all communications by Ethos Travel will be made to that address.

The balance of your holiday must be received by us no later than 10 weeks prior to your departure date. If payment is not received on the due date the holiday or travel arrangements will be liable to cancellation which will lead to loss of deposit. Please note that all fares and taxes are subject to increase until full payment is received and tickets are issued, it would therefore be to your advantage to make full payment as soon as you can.

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. We will advise you of any error that we are aware of and the applicable price at the time of booking. Please note that errors and changes can occasionally occur. We stress that it is important to check the price of your holiday at the time of booking. At no time are we able to give a breakdown of costs due to the nature of the holiday bought by the client. Due to the financial commitments being made by Ethos Travel we regret we are not able to make reductions in holiday prices should the pound strengthen.

Cancellation by you

Any cancellation by you must be advised in writing to the Ethos Travel by the lead name on the booking. Cancellation will only come into effect on the day written advice is received by us. Recorded or Special Delivery is strongly recommended. Upon receipt the following charges will be payable by the client, depending upon the number of days prior to departure.

Prior to 70 days	- Deposit only
70 – 57 Days	- 30%
56 – 36 Days	- 50%
35 – 22 Days	- 75%
21 – 0 Days	- 100%

Some of our air fares and services have special conditions applied to them which can have cancellation charges as high as 100%. These will be applied in addition to the above charges. Any such conditions will be advised to you at the time of booking.

Depending on the reason for your cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company, and we will happily provide a cancellation invoice to assist in your claim.

Changes by you before departure

If, after we have issued the confirmation invoice, you want to change your booking, we will endeavour to assist providing a written request signed by the lead name on the booking is received at our offices. It is not always possible to make changes. We will charge an amendment fee of £50.00 per change made. In addition, you must pay any additional costs incurred by us and any costs or charges incurred or levied by any service provider. Airlines also generally charge an amendment fee of at least £50.00 for changes to itineraries made prior to receipt of full payment. Once ticketed, any amendments often incur 100% cancellation charges. In this event, you will have to pay the full cost of the airline ticket again if you wish to make an amendment.

Changes by you while overseas

We regret that no credit or refund is possible for any unused services provided in the cost of your holiday. If you decide to alter your travel arrangements whilst abroad this is your own responsibility and Ethos Travel or the Company's Agents are not

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responsible for any extras or difficulties that may arise with onward travel as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed documents which could be the subject of a claim on your own insurance.

Changes/cancellations by us/service provider

Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. We must reserve the right to do so. Occasionally, we have to make a 'significant change'. If we have to make a significant change or cancel before departure, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of one of the following:

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available.
- (c) Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change or cancel 10 weeks or less before departure, we will where appropriate pay you the compensation payments set out in the table below 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. Period before departure within which cancellation or a major change is notified to you or your travel agent:

57+ days	: compensation per adult - Nil
56 – 29 days:	compensation per adult - £20
28 – 15 days:	compensation per adult - £40
14 – 0 days:	compensation per adult - £50

Very rarely, we may be forced by 'force majeure' (see clause below) 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).

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 obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described below under 'Our Liability to you') as a result of 'force majeure'. '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, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Flight routings and timings

The flight timings given on booking and detailed on your confirmation invoice are for general guidance only and are subject to change. The latest timings will be shown on your tickets. You must accordingly check your tickets very carefully immediately on receipt. 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.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges. We are not in a position to assist in the event of a delay. The airline will be responsible for making any necessary arrangements. The name(s) listed on the confirmation invoice will appear on the airline tickets and must match the name(s) on passports.

Our responsibilities

The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions on this website and in our brochure by the Company in respect of airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information at the time of printing. The Company accepts responsibility for acts/and or omissions of all those in our employment and all those acting as agents. In addition the Company accepts responsibility if you suffer death or personal injury as a direct result of the holiday arrangements failing to be as described and of a reasonable standard. However the Company will not accept responsibility if there has been no fault on the part of the Company or its suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions, to the acts or omissions of a third party not involved with providing the services which make up your holiday or to the unusual or unforeseeable circumstances whose consequences could not have been avoided or anticipated. If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion offer assistance up to a limit of £5,000, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves.

Prices and exchange rates

Prices quoted are subject to alteration due to continuing variation of air fares, unforeseen supplier increases and exchange rate fluctuations. We will advise you or your travel agent of any revised price at the time of booking. Once the price has been confirmed at the time of booking, we will only increase or decrease by way of a surcharge or refund if costs increase or decrease as a result of transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to under the heading 'Changes and Cancellations by us'.

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.

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A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We will not levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. These 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. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Your Responsibilities

Any passports, visas, health certificates, International Driving Licences and other travel documents required for the holiday must be obtained by the client, whose responsibility it remains to ensure that these are all in order and to meet any additional costs incurred (whether by the client or by the Company on the client's behalf) as a result of failure to comply with such requirements. You are responsible to arrive at stated departure times and places and any loss or damage which you suffer through failure to do so lies with you. The Company has no liability whatsoever to you through your failure to do so.

Behaviour

When booking 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 must be paid direct at the time to the accommodation owner, 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 and 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 manner 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 towards such person(s) including any return travel arrangements. No refunds will be made and will not pay any expenses or costs incurred.

Special requests and medical problems

If you have any special requests, please inform your travel consultant at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that the special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request had been met. Unless and until specifically confirmed, all special requests are subject to availability. If you have any medical problem or disability which may affect your booked arrangements, you must advise us in writing at the time of booking giving full details. If we feel unable to

properly accommodate your particular needs, we must reserve the right to decline/cancel your booking.

Delay

We regret we are not in a position to offer you any assistance in the event of a delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc.

Complaints

Most problems can be sorted out straight away if we know about them. In the unlikely event that you have a complaint or experience any problems with your holiday whilst you are away you must report it immediately and directly to the supplier (e.g. hotel manager, local ground handler's representative), or the emergency contact numbers provided with your travel documents. If you fail to follow this procedure, this may affect your rights under this contract, as we have been deprived of the opportunity to investigate and rectify the problem. If the problem cannot be resolved locally and you wish to complain, full details must be received in writing within 28 days of return.

Refunds

If you return any unused ticket(s) to us for refund, we will submit them to the relevant airline for refund. Once we receive the refund from the airline we will forward it to you less any applicable cancellation or administration charges. You should note that the airline refunds for part used tickets and the return half of the tickets are always less than the pro-rata proportion of the fare paid and, in some cases, may have no refund value at all. Refunds usually take 10 to 12 weeks, but in some cases, may take longer. Refunds in respect of all other unused services are not generally possible.

Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

Insurance

It is a condition of booking that all passengers be fully insured, including 24-hour emergency medical cover and repatriation insurance. We can offer excellent travel insurance packages, details of which are available from us on request, otherwise you must supply full details of your insurance, which should be of a comparable standard.

Safety standards

Safety standards and regulations in many Asian countries are different from the UK and may not be as rigorous. You should take extra care to familiarize yourself with such things as hotel escape routes and be especially vigilant if travelling with children.

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Your Financial Protection

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.

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.

