

# Millennium Tours - Booking Conditions

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## 1. Your reservation

All bookings are made with Millennium Tours Ltd. Your signature, or that of your authorised agent or your appointed Party Organiser, on the booking form will be taken as your and your party's acceptance of these booking conditions. In these conditions reference to 'you' means all persons named on the booking (including any individuals who are substituted or added at a later stage). Reference to 'we' or 'us' are references to Millennium Tours Ltd.

## 2. Booking

A non-refundable deposit of a minimum of £200 per person must be paid on making your booking. This amount may vary depending on the tour you wish to book. Actual amount of applicable deposit required will be shown on your tour proposal. The signed booking form together with your payment must be sent to us or retained by your Travel Agent or Party Organiser. Once we have received and accepted your booking a confirmation invoice will be issued and a binding contract between ourselves and the person making the booking will come into existence. All participants must be covered by an adequate travel insurance scheme and you are required to state on the booking form the name of your insurers. We reserve the right to refuse a booking without giving any reasons.

## 3. Payment of the balance

The balance must be paid not later than 8 weeks before departure. If the balance is not received by us in time, we shall be entitled to cancel the booking, retain your deposit and apply the cancellation charges set out in paragraph 6 below. For bookings made within 8 weeks of departure full payment will be due immediately.

## 4. Payment by Credit Card

We accept payments by credit cards, however due to the high commission charges involved, if settling your account by credit card, an additional 2.5% bank fee will be added to your outstanding balance.

## 5. Programme alteration by you

We will do our best to meet your requests to change the details of your booking which we have confirmed. If this would involve a major alteration to the confirmed arrangements such as a change in departure date or accommodation we may be liable for cancellation charges on your behalf and because of this we must reserve the right to treat the original booking as cancelled by you and to make cancellation charges as shown in paragraph 6 below. Any alterations to confirmed bookings of any participants travelling with the group or deviating from the basic travel arrangements of the main group will be subject to an amendment fee of £15 per person for each amendment to the booking. Amendments made within 42 days before departure will be treated as cancellations and charges will become payable in accordance with paragraph 6.

## 6. Cancellation by you

All cancellations must be received by us in writing. If the whole tour is cancelled by you or your Party Organiser, we will normally retain all deposits and we shall be entitled to apply the following cancellation charges:

56 days or more before departure	Deposit
56-29 days before departure	60%
28-15 days before departure	80%
14 days before departure or less	100%

For cancellation by individual party members the following conditions will apply:

- Before payment of balance is due, for any individual cancellation loss of deposit will be charged. If a substitute is accepted by us the deposit may be transferred. We reserve the right to decline substitutions at all times.
- Any cancellations made after the balance has been paid will be subject to cancellation charges as above.
- Cancellation charges of 100% will apply on schedule flight tickets if you have to cancel or amend your booking once tickets have been issued. On the majority of our packages, your reservation on schedule flights will be processed and ticketed immediately upon receipt of your booking form. Tickets are valid only for the flights/dates booked and cannot be changed or refunded after issue.
- If party size is reduced by cancellations affecting the minimum size of the party, the tour price, any concessions and/or programme arrangements will be adjusted to reflect the new party size.

## 7. Cancellation or changes made by us

Your tour arrangements are planned many months in advance and though it is unlikely that we will have to make changes to confirmed arrangements, occasionally for reasons beyond our control or because of reduced party size some changes may be inevitable. Accordingly we reserve the right at our absolute discretion to alter itineraries, programmes, flights, hotels or to cancel the whole tour should the number of participants fall below the required minimum. Additionally, if your tour organiser/ party leader or lecturer is for whatever reason unable to travel with

your party we reserve the right to provide a replacement of similar professional expertise or a local professional guide. Most of these changes will usually be minor changes and we will advise you or your party organiser at the earliest possible date.

**Significant changes** before departure are those which will involve changing your outbound airport (except between Heathrow and Gatwick), resort area, time of departure or return by more than 12 hours, a lower standard of accommodation or a significant change to the original itinerary. All other changes will be treated as minor changes.

If a significant change becomes necessary we will inform you or your Party Organiser as soon as reasonably possible if there is time before departure and we will offer you the choice of accepting the revised arrangements or cancelling your booking and receive a prompt and full refund of all monies paid to us (within 14 days). In addition we will pay you compensation in accordance with the following scale:

Period before a significant change or cancellation is notified to you or your Party Organiser	Compensation per person
More than 56 days	Nil
29-56 days	£20
15-28 days	£35
0-14 days	£50

Please note our liabilities in respect of significant changes are in all cases limited to offering you the above choices and, where applicable, the above compensation payments. We regret we cannot meet any expenses or losses you suffer as a result of any change. No compensation is payable for minor changes and do not entitle you to cancel or amend your arrangements. Please note, a flight delay does not constitute a change to confirmed travel arrangements and compensation payments are not payable for flight delays.

**Important note:** We regret we cannot accept liability or pay any compensation if we are forced to cancel or in any way change your travel arrangements due to war, riot, civil strife, strikes or other industrial dispute, terrorist activity, natural or nuclear disaster, technical problems to transport, flight delays, government action, fire, adverse weather conditions, closure of airports or ports or any other cause beyond our control or other circumstances amounting to force majeure. Travel insurance provides cover in respect of some of these eventualities.

## 8. Your tour/holiday price

The price of your tour/holiday arrangements would have been calculated many months in advance of your departure. Accordingly, several factors such as increase in cost of fuel, additional airport/government taxes and fluctuation in currency exchange rates mean that the price of your travel arrangements may change after you have booked. At balance payment stage, we will absorb any unforeseen increases in fuel, additional airport/security taxes and currency cost increases up to a maximum of 2% of the original price. We reserve the right to pass any additional costs over this amount to you by way of surcharges, however if this means that you have to pay an increase of more than 10% over the original price, you will have the option of cancelling and receiving a full refund of all monies paid. Should the price of your tour/holiday go down due to the changes mentioned above, by more than 2% of the original cost, then any refunds due will be paid to you. No surcharges or refunds will apply once the balance has been paid.

## 9. Our liability to you

i) We accept responsibility for ensuring that the travel services which you book with us are supplied as agreed in our proposals and that services offered reach a reasonable standard. We make all reasonable efforts to ensure that the travel services we offer are properly arranged and that organisations, services and accommodation used are reputable. We have, of course, no direct control over the provision of services to you by our suppliers but we have taken all reasonable precautions to ensure that all our suppliers of the services that are contracted to be provided do in all respects comply with the applicable safety laws and regulations of the country where they are provided.

Subject to these booking conditions, if any part of our services is not provided as promised, we will pay you appropriate compensation if we agree that this has affected the enjoyment of your tour.

ii) We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (provided they were at the time carrying out work authorised by us) except where they lead to death, injury or illness. Our maximum liability in all cases shall be limited to twice the value of the price paid (excluding insurance premiums and amendment changes) by the person(s) affected in total.

iii) We accept responsibility should you or any members of your party suffer death, personal injury or illness as a result of any failures to perform or improper performance or any part of our contract with you by any of our employees, agents, suppliers or subcontractors (provided they were at the time carrying out work authorised by us) except where the failure to perform or improper performance was due to:

- your own acts and/or omissions or
- those of any party not connected with the provision of your services and which were unforeseeable or unavoidable or
- an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

Where any payment is made to you or any member of your party by us in any of the circumstances referred to in this paragraph, that person must assign to ourselves or our insurers any rights they may have to pursue any third party. That person must further agree to fully cooperate should we or our insurers wish to enforce those rights.

iv) In respect of carriage by air, sea, rail and road and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

v) Should you or any member of your party suffer illness, personal injury or death through misadventures a result of activity which does not form part of your foreign inclusive travel arrangements nor part of any excursion sold through us, we shall endeavour to provide reasonable assistance. This assistance may, subject to our approval and our reasonable discretion, include financial assistance with legal expenses to enable the person concerned to take proceedings against the third party responsible provided such assistance is requested within 90 days of the date of misadventure. All assistance is provided subject to a maximum total cost to ourselves of £5,000 per booking form. In addition if the person concerned is successful in obtaining a costs order against any third party or is able to claim under any insurance policy they may have, we shall be entitled to recoup from that person the costs actually incurred by us.

## 10. Complaints

If you or any party member have a problem during your holiday, it is a legal requirement that you inform the relevant supplier (e.g. hotel) and our local representative or local agent as soon as possible who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must obtain written confirmation from the supplier or our local representative of the complaint lodged. You must follow this up within 28 days of the end of your holiday by writing to Millennium Tours Ltd at our office giving full details of your complaint. It is therefore a condition of this contract that you communicate any problems to the supplier of the service in question and our local representative or agent whilst in resort. If you fail to follow this simple procedure we cannot accept liability in respect to any claim. It is unlikely that you will have a complaint that cannot be settled amicably between us. Accordingly we will endeavour to agree a reasonable level of compensation, if appropriate.

## 11. Data Protection

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide us such as name, address, passport details and any special needs/dietary requirements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information onto the relevant suppliers of your travel arrangements such as airlines, hotels, public authorities such as customs and immigrations if required by them, or as required by law. We will only pass information to persons responsible for part of your travel arrangements. In making your booking you consent this information to be passed to the relevant persons.

## 12. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

## 13. Your financial protection

When you buy an ATOL protected air holiday package or flights from Millennium Tours Ltd, you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10040. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

