

# STYLISH • RESORTS

## BOOKING CONDITIONS

### INTRODUCTION

Stylish Resorts has taken every care to ensure that you will have an enjoyable holiday. Your contract is with Stylish Resorts a business partnership of John Sloan, Lydia La Rue and Caroline Chang-Leng at Old Library, 45A High Street, Hampton Wick, Kingston-upon-Thames, Surrey KT1 4DG. We will be pleased to advise you on the holiday that will best suit your preferences. We also recommend you check information on our website and in our brochure.

### CONSUMER PROTECTION

The air holidays and flights organised by us are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. In the 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 advance booking. For further information, visit [www.atol.org.uk](http://www.atol.org.uk) the ATOL website. Money paid by you to a travel agent for a holiday arranged by us is held by the agent on our behalf.

### HOLIDAY PRICES

We reserve the right to change our published prices and offers at any time and these will be advised to you at the time of booking. The price of your holiday will be shown on your confirmation invoice and is guaranteed only once it has been paid in full. We can pass on to you extra taxes, charges or bonds levied by UK or overseas governments or other bodies at any time.

### TRAVEL INSURANCE

We strongly recommend that you take out travel insurance and ensure that you are adequately covered. If you do not have your own insurance you can contact Citybond Suretravel to arrange this. Please enquire for further details.

### CHANGING YOUR BOOKING

If you wish to alter your booking once it has been confirmed by us this must be done in writing and signed by the person who made the original booking. We shall try to satisfy your requirements and will make an administration charge not exceeding £75 per person (plus any additional holiday costs). Any changes made by you within 70 days of departure will be treated as a cancellation and will incur cancellation charges set out below. Please be aware that airlines will normally only change your return flights on payment of a charge which may be up to the full one-way airfare.

### CANCELLING YOUR BOOKING

If you wish to cancel a booking once it has been confirmed by us this must be done in writing and signed by the person who made the original booking. Such cancellation will only be effective when we receive the advice in writing. You will incur cancellation charges according to the following scale:

No. of days before departure	Cancellation charges
More than 70 days	Loss of Deposit
70-56 days	30%
55-31 days	50%
30-15 days	80%
14-01 days	100%
Day of departure or after	100%

If the reason for cancellation is covered under the terms of an insurance policy you may be able to reclaim these charges. Claims should be made directly to the insurance company.

### ALTERATIONS BY US

The holidays and activities featured in our brochure are planned months in advance and may be subject to change for reasons beyond our control. Therefore, we reserve the right to change your holiday at any time. Some changes will be minor in nature and should not affect the overall enjoyment of your holiday. Where a change is more significant we will endeavour to advise you of such change either at the time of booking or as soon as possible provided there is time before departure.

If a major change becomes necessary we will advise you as soon as reasonably possible and give you the options of:-

- accepting the changed arrangements or
- transferring to another holiday from us or
- cancelling your holiday with a full refund.

We will also pay compensation on a scale set out below to passengers who have paid the full brochure price.

Period before scheduled departure involving a major change	Compensation per full fare paying passenger
More than 56 days	NIL
56-35 days	£25.00
34-15 days	£50.00
14-0 days	£75.00

A major change is considered to be a change of airport, a change of accommodation to a lower quality or price, a change of departure time or return by more than 12 hours.

### CANCELLATION BY US

We reserve the right to cancel your holiday. If we do so we will make a full refund of all monies paid to us or offer an alternative comparable holiday. This does not apply where we cancel because of non payment or late payment by you (or where you request alterations within 10 weeks of departure) when cancellation charges will apply. We will not cancel your holiday within 8 weeks of scheduled departure other than for reasons of force majeure (see Important Note). Please note that we will not be liable for any consequential loss.

### OVERBOOKING

We cannot guarantee that the providers of flights and accommodation will not overbook. If this happens we will take all reasonable steps to provide suitable alternative arrangements and minimise any inconvenience to you.

### OUR RESPONSIBILITIES

We have taken all reasonable steps to ensure that the holidays and other services offered in this brochure are reputable and of reasonable standard. We accept responsibility for the quality of all services provided through us. We will pay appropriate compensation if any service is not provided to a satisfactory standard so as to affect the enjoyment of your holiday.

### LIABILITY

We accept responsibility for any proven negligent acts and/or omissions under English Law for any personal injury including illness or death caused by our employees, agents, suppliers and sub-contractors while acting within the scope of their employment in the provision of your holiday. This excludes, air, sea and rail transportation involving domestic, internal or international journeys where our liability will be limited in the manner provided by the relevant International Convention.

Claims for personal injury must be made to us within 90 days of the incident, and should we make any payment to you we reserve the right to claim any compensation from the persons or suppliers responsible. By signing the Booking Form all those booking the holiday thereby agree to assign to us any rights against any such persons or suppliers relating to the claim. You also agree to co-operate fully with us should we or our insurers wish to enforce those rights assigned to us or to which we are subrogated.

### GENERAL ASSISTANCE

At our discretion we shall provide general assistance and advice to clients making a claim (against a third party) who suffer personal injury, death or illness while on holiday from an activity which does not form part of your holiday arrangement. You must notify us within 90 days of the incident. Our assistance which may include legal expenses is limited to a maximum cost of £5,000 per booking form.

If you are successful in a claim made against the third party and/or indemnity insurance policy then you must pay us the cost we incurred in assisting you.

When you book travel through us with an air or sea carrier you accept their conditions of carriage some of which may limit/exclude liability. These conditions are often the subject of international agreements between countries and our liability will not exceed any limitations applicable under International Convention.

### IF YOU HAVE A PROBLEM

If you encounter a problem while on holiday you must bring it to the attention of our local representative and hotel management or supplier as soon as possible. This gives us the best opportunity to resolve your complaint there and then. If you fail to follow this procedure we cannot accept responsibility as we will not have had the opportunity to investigate and remedy the problem. If the problem cannot be resolved and you wish to pursue the matter you must make your complaint to us in writing within 28 days of your return quoting your holiday booking reference.

### COMPLAINTS

We will endeavour to resolve complaints amicably. If this is not possible you may refer the matter to the independent arbitration of the Chartered Institute of Arbitrators which administers a special scheme for the travel industry.

This scheme is inexpensive and conducted by written representations from the parties. The limits of claim are £1,500 per person and £7,500 per booking form. It does not apply to claims which are solely or mainly to deal with physical injury or illness or their consequences. An application for arbitration must be made within 9 months of the date of return from holiday.

### IMPORTANT NOTE

Compensation payments do not apply to changes caused by force majeure, (war, threat of war, riots, civil strife, terrorist activity, strikes or other industrial disputes, natural or nuclear disasters, fire, quarantine, epidemics, weather conditions, government action, technical problems with transportation, changes of schedules or operational decisions by airlines, closure or congestion of airports or such other events beyond our control).

### CONTRACT

When you book your holiday with Stylish Resorts you are entering into a binding agreement. The booking conditions, any important information and price list form part of the agreement. Your Agreement with us is made on these terms and is governed by English Law and the jurisdiction of the English Courts.

Our contract shall be deemed to have been made at the offices of Stylish Resorts.

### HOLIDAY PRICE INCLUDES

#### Included

Return scheduled air travel in tourist class for your destination including the free baggage allowance shown on your airline ticket.

In-flight meals provided by the airline.

Hotel or other accommodation as confirmed (including obligatory service charge or taxes levied by the hotel).

Meal arrangements as booked. Holidays including main meals will usually start with dinner on day of arrival and finish with breakfast (for half board) or lunch (for full board) on day of departure.

Overseas, local and government taxes.

Services of a Stylish Resorts representative or local agent at your overseas destination.

Transportation between the overseas airport and your accommodation.

Multi centre holidays also include transportation required to complete the itinerary (unless specified).

UK Air Passenger Duty.

#### Not Included

Travel from your home to UK airport of departure and vice versa.

Holiday insurance and visa and vaccination charges where required.

Excursions, sight seeing tours or other special services which are not shown as included.

Charges made by hotels for use of certain facilities, drinks, extra meals, and personal items (laundry, telephone calls) and any taxes or service charges thereon.

Overseas Departure Taxes where not indicated as included.

### HOW TO BOOK

We will be very pleased to advise you on selecting the right holiday for you - please telephone or write to us.

Thereafter, contact us directly or through your travel agent to make a provisional booking which will be held for seven days pending receipt by us of your Booking Form, deposit and insurance premium (if applicable). Any variation to brochure prices will be advised to you at this time.

Then, complete and send the signed Booking Form to us with your deposit of 10% of the holiday price (minimum £250 per person). If you are booking within 10 weeks of departure full payment should accompany your booking. (Deposits are not required for infants under 2 years on date of departure).

The person who signs the Booking Form does so on behalf of all those named and all are subject to these conditions.

On receipt of your Booking Form and deposit/full payment we will send you within 7 days a confirmation invoice verifying your holiday and payment details. It is then that a binding contract exists between us. The invoice will show any outstanding balance and due date for payment. The balance due must be paid to us no later than 10 weeks before departure. If you do not pay the balance by the due date we reserve the right to treat the booking as cancelled and cancellation charges will apply.

All holidays and offers published in this brochure are subject to availability at the time of booking.

Air travel tickets, holiday accommodation vouchers and any other documentation will be sent to you about 2 weeks in advance of departure.

### VALIDITY

Terms and Conditions valid until 31 March 2010.

### RESERVATIONS & ENQUIRIES

Please contact Stylish Resorts for assistance:

Telephone 020 8255 1738

Fax 020 8943 1274

e-mail: [dreams@stylishresorts.com](mailto:dreams@stylishresorts.com)