

- 1 Glow (ls) Ltd operate a strict code of conduct and we take our obligations very seriously.** The booking conditions below and overview seek to explain as clearly as possible the responsibility between us when you make and we accept a booking. By signing the booking form, you are agreeing, on behalf of all persons named on the booking form, to the booking conditions set out here.
- 2 The booking form and deposit.** You must send us the appropriate deposit together with the completed and signed booking form. Your contract comes into existence when we dispatch our confirmation invoice and will be governed by English law and subject to the exclusive jurisdiction of the courts in England and Wales. Your booking will be confirmed on receipt of your deposit cheque, however we can usually provisionally reserve your booking for 5 days if you submit a signed booking form for your booking. The confirmation invoice will confirm details of your booking and show the outstanding balance.
- 3 When to pay the balance.** The balance of your tour cost must be paid no later than 8 weeks before departure unless we advise otherwise. An optional 5% late payment charge may be charged to you if your final balance is not paid before 4 weeks before departure. The date for final payment is shown on the confirmation invoice. No reminder will be sent. If you are booking less than 8 weeks before the departure, then you must pay the full amount at the time of booking. If, for any reason, the balance is not received by the due date, we reserve the right to treat your booking as cancelled and make a cancellation charge as shown in the next section. Please note that an administration charge will be added to all payments made by credit cards and debit cards. There are no charges if payment is made by cheque.
- 4 If you cancel your tour.** Cancellation of booking is only effective when received in writing from the person who signed the booking form. In order to cover our expenditure we charge a cancellation fee according to the scale shown below. Please note deposits are non transferable and non refundable
- | Period before scheduled departure date within which written instructions are received by us | Cancellation fee shown as a % of our tour price (excluding insurance premium) |
|---|---|
| more than 60 days | deposit only |
| 40-60 days | 75% or deposit if greater |
| 30-40 | 80% or deposit if greater |
| 30 Days or less | 100% or deposit if greater |
- When journeys involve scheduled services, we reserve the right to charge additional cancellation fees to cover any cancellation fees we are charged by our suppliers. You may be able to reclaim a refund of part of the cancellation fee if the reason for the cancellation falls within the terms of your travel insurance policy.
- 5 If you change your booking.** If you want to change any details of your booking we will do our best to help. However, as a contribution to our expenses there is an amendment charge of £25 per person per amendment (up to a maximum of £100 per booking form). Where any change is made to a booking involving scheduled flights, we reserve the right to recover any costs charged to us by our suppliers. If you change your booking within 8 weeks of departure, we reserve the right to charge cancellation fees as shown in section 4. All amendments must be confirmed to us in writing.
- 6 If we cancel your booking.** A minimum number of passengers are needed for each tour to be viable. In the event of a shortfall or other exceptional circumstances we reserve the right to cancel your booking. If this happens you will be offered the choice of transferring your booking to another tour or a full refund. If we cancel your booking within 8 weeks of your departure you will be due compensation on the scale set in section 7, except when the cancellation is due to events beyond our control.
- 7 If we change your booking.** Arrangements are made many months in advance and changes are sometimes necessary, usually if we are dissatisfied with the services of a supplier. If a major change is necessary we will tell you as soon as we can. Examples of major changes include a change of the UK departure time of over 12 hours, a change in destination country, or offering accommodation of a lower official classification than advertised (except in the case of en route hotels). A change of UK departure airport does not constitute a major change where coach transfer to the airport is included in the price. If you decide not to accept the change we will refund your payment plus compensation or a credit towards another tour on the scales below. Compensation does not apply to changes due to circumstances beyond our control. We reserve the right to change our itineraries due to traffic or weather conditions, diversions, alteration to airline schedules, any other operational reasons or other reasons of force majeure including any event that we or the suppliers of the service(s) in question could not reasonably foresee or avoid. Such circumstances include war or threat of war, civil strife, terrorist activity, adverse weather conditions, natural or nuclear disaster, industrial dispute and fire.
- | Period before departure | Price of tour per person | | |
|-------------------------|--------------------------------|-----------|-----------|
| | Up to £200 | £201-£500 | over £500 |
| | Compensation per person | | |
| More than 31 days | nil | nil | nil |
| 15 - 30 days | £5 | £10 | £20 |
| 0 - 14 days | £10 | £20 | £30 |
- 8 Our responsibility for your tour.** We accept responsibility for ensuring that your tour is supplied to you as described in the brochure and to a reasonable standard. We also accept responsibility for what our employees, agents, suppliers and sub contractors do or do not do (providing they were at the time carrying out work authorised by us). This responsibility is, however, subject to section 7 and the other terms of these booking conditions. Any claims arising from these acts or omissions shall be limited to twice the basic tour price for the persons affected, except in the case of loss or damage to personal possessions where our liability is limited to £40 per person affected, as it is assumed that you have taken out adequate insurance cover. If you or any member of your party suffer illness, injury or death arising from the negligence of our suppliers in the provision of services contracted by us we will accept responsibility providing they were acting within the course of their employment when the accident occurred. If you or any member of your party suffers illness, injury or death through misadventure during the tour, arising out of activity that is not part of the tour we may, at our absolute discretion offer appropriate assistance to you. This includes advice, guidance and initial financial assistance up to a limit of £5,000 to assist you to bring legal action, provided such assistance is sought within 90 days of the date of misadventure. If you make a successful claim against a third party or a suitable insurance policy is in force, we will be entitled to reclaim the costs we actually incur from you. In the event of a claim against us, we reserve the right to claim in your place against the person or organisation responsible for the illness or injury. In respect of carriage by sea, by air or any other area covered by international convention, our obligations and liabilities shall be limited in the manner provided in the relevant international convention.
- 9 Indemnity we expect all our clients to have consideration for their fellow passengers.** In the event of any client behaving in such a way that is likely, in our opinion or in the opinion of any person in authority, to cause offence, danger, damage or distress to others, we reserve the right to terminate that person's tour arrangements. If this happens to you, our responsibility for your tour will cease immediately and we shall not be liable for any costs or expenses incurred by you as a result. Full cancellation charges will apply and we will be under no obligation for any refund, compensation or loss you may incur. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, or to the vehicle, train, ship or aircraft in which you are travelling, or cause delay or diversion to any means of transport, you agree to fully indemnify us against any claim (including legal costs) made against us by any party
- 10 If you have a complaint.** If you have a complaint about any aspect of your tour, you must tell our representative at the time (together with the supplier of the services in question, if applicable) so that the matter may be resolved on the spot. If the matter cannot be resolved on the spot please ask for a report form, which you must complete immediately. On return from your journey you must write to us within 28 days with full details. We undertake to deal with your complaint promptly, carefully and fairly, but cannot accept liability in respect of any claim of which we are not notified in accordance with this clause. Disputes arising out of, or in connection with, this contract that cannot be settled amicably may be referred to arbitration under a special scheme, which, although devised by the association of British travel agents, is administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration, based on documents alone, with restricted liability for costs on the customer. Full details will be available on request. The scheme does not apply to claims over £5,000 per person. There is also a limit of £25,000 per booking. The rules of the scheme provide that the application must be made within 9 months of the date of return from the tour but in special circumstances it may be offered outside the period.
- 11 Deposits.**
- | Tour price from | Deposit from/per person |
|-----------------|-------------------------|
| up to £299 | £60 |
| £300 - £599 | £160 |
| £600 and over | £250 |
- 12 Travel insurance.** You are responsible for your own insurance. You must give us the name, address, policy number and details of the emergency medical/repatriation telephone number with your booking or within 14 days.
- 13 Passports and visas.** It is your responsibility to ensure that you meet all passport and visa requirements for your journey overseas. All British citizens require a full 10 year British passport for all tours. Please note that the rules for children traveling on UK passports have changed - you should check with the UK passport agency for up-to-date advice. Some countries require that your passport is valid for at least 6 months from the date of return to the UK. We are unable to make any refunds if you are unable to travel because your passport or visa is invalid. Holders of non-British passports should check the relevant passport/visa requirements with the relevant consulates well in advance.
- 14 Pricing policy.** The price of your travel arrangements can vary due to changes in transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser, government action such as increases in VAT or any other government imposed increases, currency in relation to adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which includes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 7 above, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out. 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.
- 15 Airline travel arrangements.** All prices are based on travel in economy class. Please note that any timings, itineraries and flight details are for your guidance and may be subject to change or delay. Your joining instructions will contain the most up to date details but airline schedules are liable to change, sometimes at short notice. Arrangements in the event of flight delays are subject to the conditions of carriage of the airline concerned. Please take this into account if you are making your own arrangements to travel to or from your UK departure point. We cannot accept responsibility for costs or inconvenience as a result of late changes to itineraries beyond our control.
- 16 Baggage allowance.** Those on tours travelling by coach are asked to limit baggage to one piece plus hand luggage per person. If you are travelling by air, your baggage allowance will be confirmed in your joining instructions.
- 17 Coach travel.** Smoking is not permitted on any coaches used by us. However, regular stops are programmed so that those who wish to smoke may do so. On some coaches, rear seats may not recline. Please note that any timings and itineraries are for your guidance and may be subject to change.
- 18 Our brochure descriptions.** We make every effort to ensure that our tour information is accurate at the time of going to press. However circumstances beyond our control (such as those described in section 7) may make it necessary to change some arrangements. We cannot accept liability for cancellation or curtailment in these instances. Unless otherwise stated our prices are per person based on sharing twin or double bedded rooms. Single rooms are available on most departures. Private facilities provide a wc and either bath or shower for your exclusive use. If a triple or family room is requested, a twin/double with extra beds may be provided. In some countries, particularly in family run hotels, the dining/bar areas may be in a separate building from the accommodation. In this brochure the term 'hotel' covers all accommodation and does not necessarily distinguish between local terms such as motel, inn, lodge or village. Regrettably standards of infrastructure, hygiene, safety, fire precautions etc vary from country to country. In more remote areas electricity/water supplies may be liable to disruption for short periods. We also recognise the inconvenience caused by building works going on near your accommodation in fast expanding resorts. We have no control over such developments but if we find out about them and believe they will seriously affect your enjoyment we will tell you and give the opportunity to transfer to another tour or cancel without penalty. In some areas the local situation may demand that you take safety precautions. Advice will always be available from the appropriate tourist office or our representative. Alternatively you can call the Foreign Office Travel Advice Unit on 0845 8502829 or www.fco.gov.uk <<http://www.fco.gov.uk>>
- 19 Special requests.** Please tell us in writing at the time of booking if you have any special requests relating to rooms, dietary or health matters. We will do our best to meet your request but are often dependent upon our suppliers. The noting of a special request on the confirmation invoice is therefore not a guarantee that it can be met. Airline seat requests cannot normally be made by us and must usually be made when checking in at the airport. Check in and check out times will vary slightly between hotels, generally check in is from 2pm onwards and check out time is by midday. However on all our tours we will endeavor to make arrangements to fit with transport schedules.
- 20 Health matters.** General health regulations and advice may change from time to time. Whilst we will do our best to advise you, we recommend that you consult a copy of the information leaflet 'advice on health of travellers' readily available from the Department of Health, or consult your GP. You are responsible for obtaining the necessary inoculations, vaccinations or other precautions needed for travel to the relevant foreign country and you should consult your gp for up to date advice. If you are in any doubt as to your fitness to travel you should certainly consult your gp, failure to do so may invalidate your travel insurance.
- 21 Passengers with a disability.** We will always do our best to accommodate those who are handicapped or have restricted mobility. It is particularly important that you advise us in writing of any disabilities or medical conditions that may affect your tour. Coaches can be difficult to get on and off and some of our hotels do not offer ground floor accommodation or lifts/easy access. Some overseas destinations lack even the simplest facilities such as wheelchair ramps.
- 22 Optional excursions.** Optional excursions are included in some itineraries and are at extra cost. Wherever possible we ensure that they operate in accordance with the advertised itinerary, but reserve the right to make alterations if necessary. Some excursions may be subject to weather conditions or minimum numbers. Your local tour manager will give you full details. No refunds are possible if you miss an excursion for whatever reason.
- 23 Data protection.** In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide (such as name, address, any special needs/dietary requirements etc). We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for part of 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 cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Your data controller is Glow (LS) Ltd.
- 24 Price changes** We are pretty confident that at the time of booking, the price of your weekend will not change. All prices quoted by us are based upon costs current as at the booking date. However in some circumstances price changes may be unavoidable and we reserve the right to pass on increases to the cost of transport, taxes and other government fees and dues up to 30 days prior to the date of travel. We will do our best to notify you of any increases as soon as we become aware of them and, in any event, we will not pass on to you any such increases which in total do not exceed 2% of the value of your holiday as at the booking date, excluding insurance premiums and administration fees.
- 25 Tour changes** If you make an amendment to your booking within three weeks of your departure date we will charge a £25 admin fee per change.
- 26 ATOL Protected** 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.