



The following Terms and Conditions apply to all holidays booked with Grasmere Travel Ltd trading as Balkan Escape ("we", "us" or "our"). Together they form the basis of your contract with us. Please read them carefully as they set out our respective obligations. In these Terms and Conditions "you" and "your" means all persons named in the booking including anyone who is added or substituted at a later date.

We organise tailor-made holidays, where we will source and create a holiday for you using a number of different travel suppliers on whose behalf we act as agent ("Tailor-made Holidays"). We will act as "package organiser" and your contract will be with us for both types of holidays. Our obligations to you are set out in these Terms and Conditions and particular focus should be taken with regards to the cancellation charges and provision of service obligations. For those holidays that are operated by another travel company and we are acting as an agent, the terms and conditions in this document do not apply to you.

**Insurance: Please Note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. See section 6 for more information.**

## 1. Booking, paying and confirming for your holiday

a) To book a holiday, please use our website or call us to request a quotation. When you are happy with the quotation, you can either a) log in to the "Member" area of the website, review the itinerary and quotation, then pay the specified deposit on-line (or full amount depending on the holiday) using a credit or debit card or b) call your consultant and we can process your booking and pay over the phone.

The person named on the quotation ("party leader") must be authorised to make the booking on the basis of these Terms and Conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By paying the deposit, the party leader accepts these Terms and Conditions on behalf all members of the party and confirms that he/she is so authorised to do so by all other members of the party. The party leader is responsible for all payments due to us and must be at least 18 when the booking is made.

b) The nature of the holidays we arrange, means we are sometimes not in a position to confirm every requested element at the time of booking. Once we reasonably expect the key elements of your holiday to be available, we will process your payment and a contract between you and us will come into existence, as set out in (1c) below. If for any reason we do not expect the key elements of your holiday to be available we will not process your payment and will advise you accordingly. Processing your payment is not a guarantee or representation that your requested arrangements will be provided or confirmed. Where you submit your booking request online, any electronic acknowledgment of its receipt is not a confirmation of the booking.

Obtaining confirmation of all elements from suppliers may take two weeks or more. In some cases it may not be possible to confirm all elements as requested and changes may need to be made. Occasionally, we have to cancel a booking prior to issue of the confirmation invoice, where the supplier is unable to confirm all key elements and/or we are unable to offer suitable alternative arrangements. If we have to cancel your holiday prior to confirmation or the arrangements we are able to confirm when we issue a confirmation invoice are significantly different to those requested and any alternative arrangements we offer you are not acceptable, we will refund all monies you have paid us. As bookings can only be accepted on the basis set out above, no compensation will be payable where your booking is cancelled or a significant change made by us (which you accept) in accordance with this clause. We reserve the right to decline your booking and return your deposit payment at our absolute discretion.

c) A contract between you and us will come into existence when we process your credit/debit card payment or initial payment into our account, and issue you with a confirmation invoice. Where we have taken payment from you but are unable to confirm your booking arrangements, we will issue you with deposit receipt letter only, acknowledging receipt of your payment. The deposit receipt letter is not a confirmation invoice and does not constitute a contract between you and us. We will only issue you with a confirmation invoice where we reasonably expect your booking arrangements to be available to book and only at this stage will a contract between you and us exist.

If a confirmation invoice cannot be issued we will seek confirmation of all requested elements of your booking from the suppliers concerned as set out above. We will issue a confirmation invoice once we are in a position to confirm the available arrangements. The arrangements shown on your confirmation invoice are those that we are contracting to provide. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. The confirmation invoice and ATOL Certificate will be sent to the party leader or your travel agent. Please check these documents carefully as soon as you receive it. Contact us immediately if any information that appears on the confirmation, ATOL Certificate or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified

of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (7 days for tickets). You must ensure that the name of each party member given to us at the time of booking matches the name exactly as it appears on that party member's passport, used for travel on this booking.

d) A deposit as specified on your quotation, or as advised by your travel consultant, must be paid at the time of booking. For certain arrangements, the suppliers concerned may require a higher deposit or full payment at the time of booking. If this applies to your booking we shall advise you of this prior to booking or may request an additional deposit payment after booking. For the purposes of clause 3 such payments will also be classed as deposits.

The balance of the holiday cost must be received by us not less than 98 days (14 weeks) prior to departure. Bookings made within 98 days of departure require full payment at the time of confirmation. The balance payment date will be shown on the confirmation invoice. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges set out in clause 3 will apply. In such cases a written notice of cancellation and a cancellation invoice would be sent to you. Payments can be made by bank transfer or credit or debit card.

e) Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. All monies you pay to one of our authorised travel agents for a holiday with us, that does not include a flight (or flights), will be held by the agent on your behalf until we issue our confirmation invoice. After that point, the agent will hold the monies on our behalf.

f) Where you book online or otherwise provide us with an e-mail address, we will communicate with you by e-mail. We will e-mail your confirmation invoice and any other documentation which can be sent in this way. You must therefore ensure you check your e-mails on a regular basis. You should check and print off copies of your confirmation invoice and other documentation on receipt. We may contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent to you by post. References in these Terms and Conditions to "send" and "in writing" include communication by e-mail.

g) You may contact us by e-mail for any of the reasons mentioned in these Terms and Conditions (for example, to request an alteration) providing you do so to the e-mail address of your Travel Consultant.

## **2. Alterations by you & Transfer of Booking**

Should you wish to make any alterations to your confirmed holiday the party leader must notify us as soon as possible in writing. Whilst we will endeavour to assist we cannot guarantee that any request will be met. If we can make the requested change you will be provided with a quote detailing any additional costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers and our amendment fees of £25 per person.

Please note that some accommodation is priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the holiday for other members may increase significantly and that some airline tickets (e.g. advance purchase and net fare tickets) cannot be changed once booked, without incurring considerable cost.

**Transfer of Booking:** If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) as long as the following conditions are met:

- (i) the transfer is requested in writing at least 7 days before departure;
- (ii) all suppliers and third parties accept the transfer of names or are able to re-book. Air tickets are rarely transferable;
- (iii) you sign an authorisation to transfer the holiday into another name;
- (iv) the transferee accepts these Terms and Conditions;
- (v) the transferee provides us with new travel insurance details;

Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25 must be paid. Any overdue balance payment must also be received. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 3 will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.



**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

### 3. Cancellation by you

Cancellations must be notified to us in writing by the party leader. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding insurance premiums, late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation.

#### Cancellation charges:

Operated Holidays:

Period before departure we are notified	Cancellation Charge
More than 98 days	Deposit amount
97 days or less	100% of total holiday price

In all cases your deposit will be non-refundable.

### 4. Changes and cancellations by us

Occasionally we have to make changes and correct errors in our booking information both before and after bookings have been confirmed. We may also have to cancel confirmed bookings due to factors outside our control, mistakes, or if the minimum number of bookings required for a particular holiday have not been received. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. We will notify you (or your travel agent) of cancellation at the earliest opportunity and, in the case of group arrangements which depend on a minimum number of bookings (which is not achieved), at least 30 days before departure.

Most changes will be minor (in which case the change will not entitle you to a refund or to change your holiday and no compensation will be due) but occasionally we may have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour organiser, we can reasonably expect to have a major effect on your holiday. Significant changes include (i) a change in your flight departure time by more than 12 hours (ii) a change of your departure or arrival airport to one that is significantly more inconvenient to you (iii) a change in your destination locality or (iv) a change of accommodation to that of a lower standard.

If we have to make a significant change we will inform you (or your travel agent) as soon as reasonably possible. If there is time to do so before departure we will offer you the choice of one of the following options:

- (i) accepting the changes (for significant changes) or
- (ii) cancelling or accepting the cancellation and receiving a full refund of all monies due.

If we have to make a significant change or cancel we will, where compensation is appropriate, pay you reasonable compensation, with a minimum of £100 but no more than £500 per booking, 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:

- (a) 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 or
- (b) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above) or
- (c) where your booking is cancelled or a significant change made (which you accept) prior to or at the time of confirmation, as set out in clause 1b.



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 Terms and Conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 15 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

Very rarely, we may be forced by "force majeure" (see clause 8) 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), pay you any compensation or meet any costs or expenses you incur as a result. Please also see clause 16 "Late Arrivals, Delay and Denied Boarding Regulations".

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make suitable alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

## 5. Prices

All prices published in our marketing material and our website are for guidance only and are based on exchange rates in effect on the publication date. Although every effort is taken to ensure prices are accurate at the time of publication we cannot guarantee these prices. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to alter or correct errors in any quoted or published prices at any time prior to a contract between us coming into existence and to correct errors in the prices of confirmed bookings.

Once the price of your chosen holiday has been confirmed on your confirmation invoice then subject to the correction of errors, we will only increase or decrease the price in the following circumstances.

The price of your confirmed holiday is subject at all times to changes in:

- the price of transportation resulting from the cost of fuel or other power sources;
- the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- the exchange rates relevant to your package.

If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and any amendment or late booking fees), 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 or late booking fees) or alternatively purchase another holiday from us as referred to in clause 4 "Changes and Cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (ii) or (iii) as set out in clause 4. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and 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.

Should the price of your holiday go down due to the changes mentioned above then any refund due will be paid to you less an administration charge. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

We promise not to levy a surcharge within 20 days of departure. No refund will be payable during this period either.

In accordance with Air Navigation Orders, an infant must be under 2 years of age on the date of their return flight to qualify for infant status. If it becomes a legal requirement for infants to have separate airline seats, we will have to pass the cost of this onto any guest travelling with an infant.

## 6. Insurance

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you

take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers. You must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday. Clients in breach of these conditions will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

## **7. Visas passports and health requirements**

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation or otherwise comply with any passport, visa, immigration requirements or health formalities. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## **8. Force majeure**

Except where otherwise expressly stated in these Terms and 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, loss or expense of any nature as a result of "force majeure". In these Terms and Conditions "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 political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural disasters, fire or explosion, inclement weather and acts of God and all similar events outside our or our suppliers' control. Advice from the UK Government Foreign & Commonwealth Office to avoid or leave a particular country may constitute force majeure.

## **9. Suppliers' conditions**

Independent suppliers provide most accommodation, services and transport. All bookings are subject to the third party conditions and regulations of these carriers/ transport proprietors/accommodation providers and service suppliers. These conditions may limit or exclude liability to you. Many third party suppliers require a waiver of responsibility to be signed, which may limit some of your rights vis a vis those suppliers.

## **10. Our liability**

a) Our obligations are to source your holiday arrangements and put together an itinerary which is suitable as per your instructions. We will then forward your payments on to the relevant suppliers to confirm your booking. The actual provision of your holiday arrangements shall at all times and for all elements be performed by third party suppliers, on whose behalf we act as agent.

(b) Notwithstanding (a) above, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 and the EU Directive 2015/2302 on Package Travel (and subsequent UK regulations) as set out below. Subject to these Terms & Conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) unavoidable and extraordinary circumstances or force majeure as defined in clause 8 above.

c) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

d) As set out in these Terms and Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us:

**(i) loss of and/or damage to any luggage or personal possessions (including money):** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

**(ii) Claims not falling under (i) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

**(iii) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

- The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- Where applicable, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline/transport provider or other supplier in relation to the claim that gives rise to that compensation payment.

e) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (ii) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

f) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned, about your claim or complaint, as set out in clause 18 below. If asked to do so, you must transfer

to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers or us want to enforce any rights that are transferred.

#### **11. Accuracy of marketing material**

All reasonable care has been taken to ensure that the descriptions, facts or opinions in our marketing material and itineraries are accurate at the time of printing/publication. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. The layout and furnishing of rooms shown in photographs may change. During the lifespan of our market material, advertised facilities, services, schedules, and laws and suppliers' programmes may also change. Errors may also occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with your travel agent or us at the time of booking. We cannot accept responsibility for any descriptions, facts or opinions published in any third party or suppliers' brochures or promotional material.

#### **12. Behaviour and damage**

a) When you book 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 (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

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 way 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 toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

b) The type of travel, which we offer, requires flexibility and must allow for alternatives. The outline itinerary as given for each holiday must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of Grasmere Travel Ltd. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political disputes entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

#### **13. Acceptance of risk (by you)**

You acknowledge that the nature of travel is adventurous and that as such some holidays may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. Some activities incidental to the holiday may carry inherent risks and if you wish to participate you may be requested to sign an additional waiver form by the local supplier. It is your responsibility to ensure that you are physically fit enough to participate, that you have adequate protective clothing and safety equipment and take sensible precautions for your own safety and for the safety of any children for whom you are responsible.

#### **14. Overseas standards, expectations and safety**

Please note it is the requirements and standards of the country in which any services, that make up your holiday are provided, which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower. The infrastructure standards in certain overseas countries are often quite different from those accepted as the "norm" in the UK. This can include levels of service and the reliability of transport, food, accommodation, communications, power and water supplies to name but a few. In addition you must take

reasonable precautions for your own safety whilst on holiday. For example, you are advised not to walk alone at night in unlit areas and not to display jewellery or valuables.

## 15. Flights

a) It is a requirement of some airlines that all onward and return flights are reconfirmed at least 72 hours before departure. Therefore it is essential that you contact the appropriate airline or our representatives on arrival to reconfirm your flights. Remember to check current timings as they are subject to change and we recommend that, where possible, guests check in on-line 24 hours prior to departure.

b) Many airlines, airports and governments levy a variety of taxes and surcharges including but not limited to departure, arrival, noise, environmental, fuel and security taxes or surcharges, which are often payable locally unless specifically shown on your tickets as being prepaid.

c) If you fail to utilise the outbound portion of your flight ticket the inbound portion will automatically be cancelled.

d) In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)

In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 4 "Changes and cancellation by us" will apply.

e) We are not always in a position at the time of booking to confirm the flight timings that will be used in connection with your flight. The flight timings shown in our marketing material, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. 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. Please note also your responsibility under 15(a) above.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## 16. Late arrivals, delay and denied boarding

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at



[www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

#### **17. Accommodation**

The accommodation provided is only for the use of those persons named on the confirmation invoice and subletting, sharing or assignment is prohibited.

#### **18. Claims and complaints**

In the event that you have cause for complaint whilst on holiday you must immediately bring it to the attention of the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter during the holiday. If your complaint is not resolved locally then please contact us.

If you fail to follow the complaints procedure in this clause you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it.

If we/the supplier is unable to resolve matters whilst you are on holiday and you remain dissatisfied you must email us within 28 days of your return with full details. Please quote your booking reference on all correspondence. If you fail to follow this simple complaints procedure, your right to claim any compensation may be affected or even lost as a result.

If you remain unhappy, you can choose to use the European Commission Online Dispute (ODR) Resolution platform, which can be accessed at <http://ec.europa.eu/consumers/odr/>, as a means of alternative dispute resolution.

#### **19. Consumer protection**

We provide financial security for flight-inclusive packages holidays by way of Air Travel Organiser's Licence (ATOL) issued by the Civil Aviation Authority (CAA) under ATOL number T7387. The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK.

When you buy an ATOL protected product 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 further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme.

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 (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.

For holidays that are not ATOL protected, for example if no flights have been provided by us or the holiday is not sold within the UK, then financial protection is offered through the Travel Trust Association (TTA). We are a member of the TTA, membership number U8902.

## **20. Law and jurisdiction**

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## **21. Prompt Assistance**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to you or a third party unconnected with the provision of the arrangements, or as a result of failures due to unusual and extraordinary circumstances, and you suffer an injury or other material loss, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

## **22. Personal information and privacy**

Your personal information and that of your party is important to us. We will always treat it with the respect it deserves and will never pass it to any third parties, except those that need this information in the course of providing the holiday services you have booked. We may contact you from time to time with holiday information and offers that we think might be of interest. Should you wish to stop hearing from us, by email or by any other means, please email us at [info@balkanescape.co.uk](mailto:info@balkanescape.co.uk), detailing how you wish us to use and store your personal information.

We are now required to collect Advance Passenger Information (API) for passengers prior to travel to many destinations. This information is required for immigration control and to aid aviation safety and security, and as such we require full passport details, passenger names, dates of birth and nationalities to pass onto the relevant airlines. In addition please note that we are required to pass on your mobile and email details to many airlines in case they need to contact you prior to travel. This information will not be retained by the airlines after your travel has been completed and will be used solely in the course of conducting your travel arrangements. We will not be held responsible if you fail to provide or comply with relevant API requirements.



## **Important information**

The following Important Information should be read in conjunction with our Terms and Conditions, as together they form the basis of your contract with us. Please read these carefully as they set out our respective obligations.

### **Airline airport check-in**

Check-in times for your international and internal flights will be outlined in your final itinerary. It is important you adhere to these times. Should you fail to check in before check-in closes (usually no less than 1hr prior to departure), the airline has the right to refuse you to board the flight and will not provide you with any refund. Most passengers arrive at check-in at the pre-assigned check-in time and therefore the queues tend to be the longest at this time. In general it is always worth checking in earlier if possible as not only should the queues be shorter and the experience more relaxing, but you will have a much better choice of seating. Please note that the check-in time relates to when you should be at the actual check-in desk, not the time you should arrive at the airport. Long queues for security checks and for check-in should be taken into consideration when planning your journey to and arrival time at the airport. Most airlines now offer an on-line check-in service which is convenient and fast way to check-in, see below. Self-service check-in machines can be found at all major UK airports and many international airports. Self-service check-in can be a fast, efficient way of checking-in, avoiding queues and giving you the opportunity to personally select your seat number. Any hold baggage needs to be dropped off at the Fast Bag Drop counters.

### **Airline on-line check-in**

Many airlines now give you the option of checking-in on-line up to 24 hours before departure from the comfort of your home. The major advantage is the ability to choose your own seating and to smooth experience at the airport on departure.

If you are travelling with British Airways, log onto [www.ba.com](http://www.ba.com) and click on manage my booking. Don't forget that you will also have to check-in for your return journey 24hrs before the return departure date. If you are unable to access the Internet please ask your hotel or our representative for assistance.

### **Airline e-tickets**

Most air tickets issued in the UK are now e-tickets. E-tickets are an electronic ticketing solution and do not comprise any paper ticket coupons, though you will be provided with an e-ticket receipt, that can be printed out. E-tickets can be used to check-in on-line, using the self-service machines or at the staffed check-in desks.

### **Airline seating**

The pre-allocation and acceptance of seating requests is becoming more and more restrictive. Often it is only families, holders of frequent flyer cards, premium class passengers and passengers who have paid a pre-allocated seating fee directly to the airline, who are able to request specific seating.

Please ensure that you let us know your seating preferences at the time of making your booking and we will do our best to request seating where possible. Do note that airline seating is always only on request and airlines always reserve the right (which they often exercise) to rearrange the seating. We cannot therefore guarantee ANY seating requests.

### **Airline luggage allowance**

Most airlines offer some free luggage allowance. The allowance varies from airline to airline and between different aircraft types. Please consult the airline, your consultant or your travel documentation for details. Please note that low cost carriers may have very restrictive free luggage policies.



Please note that for some internal flights you may be on a light aircraft where a strict luggage restriction of 10-15kg per person plus hand luggage is imposed. On many light aircraft large suitcases with rigid frames are prohibited, as they cannot be packed in the hold of light aircraft. The ideal luggage to bring is a soft canvas or leather bag or holdall. If this is going to cause a problem please call to discuss the possibilities.

### **Airline reconfirmation**

Many international airlines, with the exception of British Airways, require you to reconfirm your flight(s), including your return flight(s), at least 72 hours before the flight(s) concerned departs. We therefore strongly advise that you do so. Please be particularly aware of this issue when travelling on smaller regional airlines and during peak season. If for whatever reason you do not use your outbound flight, the inbound sector will automatically be cancelled. This process is automated and standard airline procedure.

### **Air taxes and surcharges**

Current regulations require that all passengers (including children) departing from a UK airport must pay an Air Passenger Tax (APT), and a Passenger Service Charge (PSC), which varies from airport to airport.

In addition to the Government imposed APT and PSC, airlines usually apply surcharges to cover the increased cost of insurance, fuel and other charges. Fuel surcharges vary from airline to airline, between shorthaul and longhaul flights and between classes of cabin.

The prevalent UK taxes (APT and PSC) and the various surcharges will be included on your international air tickets plus any other overseas taxes that are pre-payable in the UK. However, in some countries departure taxes, especially domestic services, are only payable at the airport in local currency on departure. Foreign currency is often not accepted or given as change so it's a good idea to put the required amount of money away at the beginning of your holiday to ensure that you are not caught out on departure and find yourself having to go and change money.

Please note that all taxes and surcharges are subject to constant change and may vary after confirmation invoice has been issued.

### **Air ticket flexibility**

Most of the air tickets that we sell are based on our contracted airfares. These airfares, although extremely competitively priced are designed for use with our operator packages and are usually much more restricted in terms of flexibility than the more expensive 'published' fares. Alterations and refunds including premium classes are usually not permitted. If you require a fully flexible air ticket please call us to discuss prior to booking but bear in mind that there may be a significant increase in the airfare.

### **Air flight details**

Your flight details are provided with your final documents and on your e-ticket. It is your responsibility to ensure that the details are correct and the name on your ticket matches that on your passport. Flights may be classed as non-stop, direct or indirect. A direct flight has a single flight number, but may land to refuel or collect/drop off passengers en route. Only flights classed as non-stop are truly direct.

### **Air flight reservations**

Flights cannot be held unless the full name of the passenger is provided. Therefore, flights cannot be automatically held for all members of a ski booking unless their full details have been supplied. Unless you have paid a specific premium for a fully flexible ticket, then once flights have been confirmed they are non-refundable and non-changeable. Sometimes we have to use public or published fare tickets to offer the required itinerary. In these cases, it may be necessary for these tickets to be fully paid for at the time of booking even though departure date is weeks or months in the future.

### **Using Credit cards abroad**

Most credit cards are widely accepted around the world, but please note that fees charged for their use vary dramatically from country to country. Fees in excess of 10% are not uncommon and exchange rates can be poor. Please check before using your credit card.

### **Travel Insurance**

It is a condition of booking with us that you and all members of your party obtain travel insurance, covering all elements of your holiday arrangements. If you are unable to supply details of sufficient travel insurance or a signed waiver, then we will be unable to issue your final travel documents. We highly recommend that you obtain travel insurance at the time of booking, rather than leaving it until close to your departure date, as this will provide cover in case you need to cancel your booking prior to departure. It is vital to ensure that your travel insurance policy, particularly general policies, such as annual or credit card policies, provide adequate cover for cancellation, missed departure, unused accommodation and all activities, particularly those considered hazardous, that you plan to undertake. Activities considered hazardous include such activities as diving, rafting, trekking, skiing, horse-riding, paragliding, kite surfing, bungee jumping, travel in light or single-engine aircraft, safaris and many more. If in doubt whether an activity is covered please ensure that you contact your travel insurance company. In many instances, insurance designed to cover a specific single journey or specific activity will provide a much higher level of cover, than the general annual or credit card policies. Virtually all insurance policies will exclude any undisclosed pre-existing conditions, medical or otherwise, if in doubt always check with the insurance company prior to departure. Please see our terms and conditions for further information.

### **Passports, visas and health**

Many countries require passports, visas and health certificates to be presented before entry is permitted. Please ensure that you and all members of your party, including infants and children, are in possession of a passport, valid for at least 6 months, prior to departure. We will advise the passport, visa and health requirements for British Citizens at the time of booking but we strongly advise that you contact the relevant embassy(ies) or consulate(s) and your doctor, in good time prior to travel, in order to check the latest advice and regulations, as they can change at short notice. A full British passport presently takes approximately 4 to 6 weeks to obtain. If you or any member of your party is 16 or over and do not yet hold a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday, as the UK Passport Service has to confirm your identity before issuing your first passport and may ask you to attend an interview. Many countries require that passports are valid for 6 months after the return date and airline/immigration officials may prohibit entry unless this rule is observed. Please also ensure that the name on the passport corresponds with your airline tickets and that your passport contains at least one completely blank page to allow for immigration stamps. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If you are planning to combine some business with your holiday or if you are planning a visit for more than 30 days, different/additional visa requirements to those referred to above may apply to you. If these circumstances apply to you please contact the Embassy or Consulate of the country(ies) to or through which you are intending to travel, for further advice. If you are going on your honeymoon, we suggest you carry your Marriage Certificate. Please note however that airlines now require the name on your passport to match your flight tickets even if you are newlywed, so if you are planning on travelling in your married name make sure you have changed the name in your passport before your holiday. Many countries require certificates for mandatory vaccinations depending upon recent travel and current policy. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. For holidays in the EU / EEA you should obtain an EHC (European Health Insurance Card) prior to departure from the Department of Health.

Please note that some vaccinations and prophylaxis courses must be started up to 6 weeks before travel. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

See our terms and conditions for further information regarding passports, visas and health requirements.



### **Problems and emergencies**

If any problems occur whilst on your holiday, please contact the manager of the hotel or our representative in the region. If this does not resolve the problem please contact us in the UK. We would much prefer to resolve any problem at source and at the time of occurrence (if possible). Please see our Terms and Conditions for further information. If you fail to follow the simple complaints procedure set out here and in our Terms and Conditions, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

Our contact number is: **+44 (0) 1775 719891** (UK working hours). If you are calling outside our office hours, please leave a message when prompted and we will call you back as a matter of urgency.