

Balkan Escape Booking Terms and Conditions

The following Terms and Conditions together with our privacy policy and where your holiday is booked via our website, in person or over the phone, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Balkan Escape ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Balkan Escape offers travel arrangements, accommodation and other services that are available to be purchased separately. In other words, you may decide to just purchase accommodation from us or you may decide to purchase accommodation and car hire. Whatever you decide, we will treat each element as a separate booking so that the price charged in total for the booking of more than one element will always equal the prices charged separately for each individual element. To help you to identify which element you would like to book, final prices on our website are listed by element and each element of the booking is available to buy separately at the same price as it would be if more than one element is booked. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

The following terms and conditions do not apply where Balkan Escape act as a retail agent for a tour operator. Where Balkan Escape has acted as a retail agent for a tour operator, your contract is subject to the conditions set forth by the tour operator.

Any arrangements which you make while you are actually away and not made through us are ones for which we accept no responsibility or liability.

You can buy travel arrangements that amount to a **Flight-Plus** holiday from us.

(1) A Flight-Plus exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus.

(2) If in connection with the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.

(3) A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the requirements in paragraph (1) are no longer satisfied.

(4) Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

Booking Contract

It is very important that you read and understand the following booking conditions before you decide to book with Balkan Escape. You must read these terms and conditions and accept them unconditionally by clicking on the appropriate box, verbally confirming on the phone or if booking in person signing the applicable form, before making a booking. The contract between you and Balkan Escape comes into force when you ask for your booking to be confirmed. It is not possible to proceed with the booking process without this acceptance. By making a booking you agree that you have fully read and understand these terms and conditions. Please read all of Balkan Escape's terms and conditions for booking, carefully.

All bookings are made on the basis of these core conditions, relevant information and the details on your certificate/receipt. Balkan Escape only accepts bookings subject to the booking conditions set out in this document. Written confirmation of the contract between you and Balkan Escape will be sent to you by e-mail or post.

1. Booking

By making a booking, the first named person on the booking (lead passenger) agrees on behalf of all persons detailed on the booking that:

- a) He/she has read these terms and conditions and has the authority to and does agree to be bound by them.
- b) He/she consents to our use of information in accordance with our [Privacy Policy](#).
- c) He/she is over 18 years of age and resident in the United Kingdom.
- d) Where he/she is placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

These booking conditions and any agreement to which they apply are governed in all respects by English law only. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

Your Booking is made with Balkan Escape. Our address is Eventus Business Centre, Sunderland Rd, Northfields Industrial Estate, Market Deeping, Lincs, PE6 8FD

2. Payment for the Booking

Payment with a credit or debit card is required to make a reservation (we do not accept AMEX or Diners Club). If a booking is made 70 or more days before departure, the following deposits are required which are non-refundable:

- Full payments on flights
- 25% of accommodation
- 25% of car rental
- 25% of any other ancillary items

Once payment has been made and cleared we will send the lead name on your booking, an ATOL confirmation receipt and itinerary (for Flight-Plus holidays) or a receipt and itinerary (for non-Flight-Plus arrangements) detailing your booking and showing the total cost, within 24 hours. You should check all the details shown on these documents very carefully, especially the spelling of your name which must be the same as your passport. For you must inform us as quickly as possible if any of the details on the receipt are incorrect.

The remaining balance due will be due approximately ten weeks prior to departure. For reservations made less than 70 days before departure, full payment will be required at time of booking. Any fraudulent use of credit cards will be reported to the police. If we do not receive all payments due in full by their due date we will treat the booking as cancelled by you and you agree to pay the cancellation charges as described in the Cancellations/Refunds section. Tickets

When you book with us and choose to pay by credit card, there will be a fee up to 1.85% added to your booking. No fee will be applied when paying by debit card.

3. Services / Products not included in the contract

The following products are not included in the contract, unless specifically booked:

- Airport transfers, unless specifically booked.
- Hotel parking charges (unless specified).
- Hotel extras and sundry items such as safes, mini-bars, etc.
- Visa fees, portorage, personal expenditure.
- The services of a local representative.

4. Surcharges

The price of your confirmed holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with the ATOL holders, cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

5. Photographs and illustrations

Balkan Escape does its utmost to provide photographs and illustrations that give the Customer a depiction of the Services offered. The purpose of these photographs and illustrations is to show the Customer the level of accommodation and the degree of comfort, and they must not be considered to be making any representation that exceeds this purpose.

6. International Travel

Although most travel bookings, including those to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Balkan Escape advises Customers to review any travel prohibitions, warnings, announcements and advisories issued by The Foreign and Commonwealth Travel Advice Unit and displayed on their website: www.fco.gov.uk/travel prior to booking travel to international destinations.

By offering travel to particular international destinations, Balkan Escape does not represent or warrant that travel to such destinations is advisable or without risk, and is not liable for damages or losses that may occur from travel to such destinations.

7. Air transport terms and conditions

It is the Customer's responsibility to comply with the instructions of the airline, in particular with respect to flight check-in times. The Customer is advised to check in at least three hours before departure for international flights and at least two hours before departure for domestic flights. The Customer is also advised of the need to allow sufficient time to take into account possible delays to journeys that contain connections, in particular when a transfer to another airport is necessary.

Balkan Escape strongly recommends that Customers check in early if they have particular seat requests. Balkan Escape has no control over the allocation of seats, even if pre-booked with the airline, and can make no guarantee that specific seats will be available on departure.

Flight times given use the 24 hour clock system and departures are based on time-zones at the location of the applicable flights and may vary depending on flight schedules, type of aircraft, weather conditions etc. Any indications of the hours spent actually flying exclude time on the ground during stops en-route or when changing aircraft and are therefore given for guidance only and are subject to alteration and confirmation.

In the case of return flights, it may be necessary to confirm the return flight with the airline (no later than 72 hours before the intended date of the flight). It is the Customer's responsibility to confirm his / her return flight.

The Customer is reminded that if he / she books a return journey and does not use the outward flight, the airline will cancel the return flight. There will be no refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. Flight coupons must be used in sequence.

Additional charges may be imposed by some airlines for meals, luggage, preferred seat selection, etc. Customers will be made aware of any administrative fee (if applicable) at the time of booking.

The Customer is reminded that airlines sometimes refuse to carry pregnant women if, in their opinion, the advanced stage of pregnancy carries the risk of a premature birth during the flight.

Airlines stipulate that children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them.

8. Accommodation services

Accommodation may be booked separately or as part of a Flight-Plus holiday. The Services are subject to the Rules and Restrictions of the Suppliers offering the accommodation. The Rules and Restrictions may include restrictions on and/or charges for cancellation and/or changes imposed by the Suppliers.

If a Customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the Customer must confirm the reservation changes with Balkan Escape no later than the original date of check-in to prevent cancellation of the whole reservation.

Bookings do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

8.1. Use of rooms

The Customer is reminded that, in general, rooms are only available from 14:00 and have to be vacated by 10:00, irrespective of the time of arrival or departure or the means of transport used.

Single rooms generally have one bed and a supplement is often payable for these rooms. Double rooms usually have either two single beds or one double bed.

8.2. Classification

The indication of the comfort level given to hotels in the descriptions on the Website corresponds to a classification based on local standards in that country, which can differ from standards in United Kingdom. This classification is provided only as an indication. Customers should be aware that standards can vary between hotels of the same class in different countries, and even in the same country. It is important to read carefully the individual hotel descriptions. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated.

- **1 star:** These have the lowest prices. The accommodation meets the minimum requirements for facilities and is in general clean and simple.
- **2 stars:** Simple accommodation with a little more attention to style and ambiance, yet still for a low price. The facilities and the service are limited. A certain number of public rooms, a shop or, for example, a café could be included.
- **3 stars:** For the traveller who wants a little more and appreciates service, quality, style and comfort. Also recommended for families. There are conference rooms and/or a restaurant, and sometimes other facilities, such as a swimming pool or services for business travellers.
- **4 stars:** First-class accommodation for the more demanding guest. Attention has been paid to luxury, hospitality and service. A top-quality restaurant and a wealth of facilities can be expected at these reliable hotels. First-class accommodation for business travellers.
- **5 stars:** Top-class accommodation that meets the highest requirements. These hotels offer impeccable personal service, tasteful and elegant facilities and all possible comfort. The best hotels in the world.

It is possible that, from time to time, for technical reasons, for reasons of force majeure or because of the actions of a third party, the hotel originally booked is replaced by a hotel in the same category that provides similar services.

8.3. Activities

It is possible that, from time to time particular activities/facilities offered by the hotel that are shown in the description of the accommodation on the Website are cancelled/not available, for example as a result of weather conditions or force majeure, during out-of-season stays, or if the required number of participants for the activity is not achieved.

Where sightseeing is concerned, the sequence of the various tourist attractions is shown only as an indication. This can be changed by the Suppliers.

8.4. Meals

If meals are part of an accommodation booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Accommodation which includes main meals generally commence with dinner on the day of arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made.

The Customer is reminded that, unless specified otherwise on the Website, drinks are not included with meals. If drinking water is not available, the Customer will bear the cost of buying it himself / herself.

Parents are advised to bring special food for their baby with them, as this is not always available locally.

8.5. Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which have to be paid locally. The Customer is exclusively responsible for paying such additional taxes.

9. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation receipt or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

10. Prices

The price of the booking as quoted at the time of booking, at which time payment will be taken, will be confirmed as definite, subject to surcharges as detailed above. Prices shown on our website which make up the total cost quoted on our confirmation receipt are based on special contract rates. Verbal and website price quotations will be regarded as provisional until confirmed in writing on your Confirmation Receipt. In the unlikely event of an administrative error resulting in an incorrect price being displayed on the website, we reserve the right to correct the price. Offers are not combinable unless expressly stated and may be withdrawn at any time. We have no control or jurisdiction over prices that may be charged at the destination for the same or similar services and can accept no responsibility or liability if these differ from those quoted therein.

11. Insurance – YOU MUST NOT TRAVEL WITHOUT IT

It is a fundamental term of this contract that you are required to have appropriate and adequate travel insurance for your chosen booking. If you intend to dive, balloon, bungee jump, go jet boating or take part in any other dangerous pastime, make sure that you have the extra cover required. All policies must include medical treatment and repatriation in the event of an accident or serious illness. We also advise you check that your policy includes Airport Closure Cover and Travel Disruption which protects yourself against unexpected weather extremes and natural disasters for example, but not limited to: snow blizzards and volcano ash clouds which may force the significant delays or cancellations of your flights from the UK and/or overseas airport. You must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Clients in breach of this condition will be deemed to have indemnified Balkan Escape for any consequential loss incurred on their behalf and any such costs will be redeemable from them.

12. Passports, Visa and Health Requirements

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

It is your responsibility to check visa requirements for your destination. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, [visit www.fco.gov.uk](http://www.fco.gov.uk). The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide, visit www.fco.gov.uk/knownbeforeyougo. Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements

13. Car hire

Car hire made as part of any booking from the 1st July 2013 will be made through our partner *Affordable Car Hire*. All bookings will include the Supermax Car Hire Excess Insurance. This includes the following:

Single Trip policy - use it with the car rental booking made through Affordable Car Hire Up to £3,000 for a series of incidents during any single Vehicle Rental Agreement

- Covers physical loss or damage to the Rental Vehicle for which you are responsible for Fire, Theft and Vandalism covered
- Covers damage to Tyres, Roof, Windscreen and undercarriage
- Covers towing costs relating to the loss or damage
- Covers loss of use of the rental vehicle.
- Covers you in case of Lock-Out from your rental vehicle
- Cover for up to a maximum of £100 for a call-out service to come open the vehicle
- Covers your Rental Vehicle Keys
- Cover for up to a maximum of £300 for replacing a lost or stolen rental vehicle key, including replacement locks and locksmith charges.

By agreeing to our terms and conditions you automatically agree to the terms set out by Affordable Car Hire. These conditions can be found on their website, under the *Terms* section:

<http://affordablecarhire.com/en/search/index?brand=default>

By agreeing to our terms and conditions you also agree that you have a Clean UK/International Licence and Valid Credit Card in Lead Drivers Name (No Debit Cards).

14. Cancellation / Changes made by you

Requests for cancellation, changes of booking and alterations may be made by telephone; we however require written confirmation of such a request via email to info@balkanescape.co.uk or by recorded next day delivery to Balkan Escape, Eventus Business Centre, Sunderland Rd, Northfields Industrial Estate, Market Deeping, Lincs, PE6 8FD. We also recommend that you contact us via telephone if we have not contacted you within one working day of you sending the email or within two working days of posting your request. All requests must be signed by the person who made the booking i.e. the lead name on the booking and if applicable using the same email address as is on the original booking.

a. Changes made by you to a confirmed booking

All changes are strictly subject to availability at the time of request. If we are able to make the change requested, a non-refundable administration fee of £25 per person per alteration will be payable, as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

PLEASE NOTE: Certain arrangements, for example flights, may not be amended, even to change a name, after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. New tickets/ flights will be subject to availability and price change at time of re-booking plus additional amendment fees. Some accommodation types, particularly self-catering and hotel rooms with reductions for more than three people are priced according to the number of occupants. If fewer people travel than originally booked there will be extra charges to pay which will be advised to you when you make the changes.

b. Changes by you to a confirmed booking whilst abroad

We regret that no credit or refund is possible for any unused services provided in the cost of your booking. If you decide to change your travel arrangements whilst abroad this is your own responsibility and neither Balkan Escape nor our suppliers are responsible for any costs or losses that may arise as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed documents.

c. Cancellations / refunds

If you or any member of your party wishes to cancel your booking or any element(s) of it once a confirmation receipt has been issued, the person who made the booking must notify us in writing directly to Balkan Escape. The cancellation charges you will be required to pay will be calculated from the date we receive written notification of your cancellation. Please note we cannot refund deposits, amendment fees or insurance premiums. We strongly recommend that you take out full travel insurance, which includes cancellation cover. As we incur costs from the time you make your booking, you agree that if you cancel your booking or any element(s) of it, you will compensate us for our expenses and losses up to the maximum charges shown below. Our cancellation charges increase the closer to your confirmed departure date your written cancellation is received at our offices. This is because we may have to pre-pay our suppliers and there is also a reduced opportunity for us to re-sell your booked arrangements as we near the departure date.

Number of days prior to departure

When written confirmation is received by us:
70 days or more
70-35 days
34-15 days
14-8 days
Less than 7 days

Cancellation amount

as a % of total holiday price:
Deposit only inc. insurance/ amendment fees
50% + 100% of flight costs
70% + 100% of flight costs
90% + 100% of flight costs
100%

All refunds are subject to return of all unused documents (airline tickets and vouchers). Insurance premiums and

amendment charges are non-refundable as are all sums paid in respect of flights. It is not possible to make refunds after departure from the UK for any services not used or for partially used car rental.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

15. Changes or Cancellations by Balkan Escape

On occasion it may be necessary to amend certain arrangements or cancel them, which we reserve the right to do at any time. If a major change occurs we will inform you as soon as possible. The following are examples of major changes when made before departure: a change of accommodation area for the whole or a significant part of your time away, a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away, a change of outward departure time or overall length of your time away of twelve or more hours and a change to your UK departure airport except:

- London Heathrow, Gatwick, Luton & Stansted
- Glasgow & Edinburgh
- Manchester, Liverpool, Leeds Bradford, Doncaster/Sheffield, East Midlands & Birmingham
- Newcastle & Durham Tees

If we have to make a major change to an element of your booking or cancel one element or more, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (for major changes) accepting the changed arrangements ii) having a refund of all monies paid in respect of the changed or cancelled element or iii) accepting an offer of alternative arrangements of a standard comparable to the element(s) affected from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative arrangements.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation.

The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

16. Reimbursements

In the event of a refund to the Customer after deductions, the relevant amounts will be transferred back by the party that took the original payment to the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement.

17. Complete Balkan Escape Liability for arrangements that are not Flight-Plus

(1) We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers with reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(2) Subject to (1) above, our only obligations to you in relation to bookings we make for tickets or vouchers to enable you to gain entrance/access to particular attractions or theme parks (other than those which are expressly set out in these conditions) are to take your booking in accordance with your instructions and provide you with a ticket or voucher to enable you to gain entry/access to the arrangement(s) in question. We cannot accept any liability for the provision of the arrangements themselves which are provided by the suppliers of those arrangements or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. The terms and conditions of the supplier concerned will apply to the arrangement(s) in question. Copies of those terms and conditions are available on request.

(3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could

not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the applicable excess on your travel insurance policy because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total.

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

i) 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.

ii) 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.

iii) 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.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description 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 (b) any business losses

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

18. Complete Balkan Escape Liability for Flight-Plus arrangements

1) The failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.

2) If, before your intended departure on a Flight-Plus we become aware that any part of your Flight-Plus will not be provided because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus we will provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.

3) If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus we will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.

4) If, after your intended departure on a Flight-Plus we become aware that your living accommodation or self-drive car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your Flight-Plus, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus.

5) Where suitable alternative arrangements are provided as set out in clauses (2) – (4) of this clause, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self-drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

(6) 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).

19. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation if we are forced to cancel or in any way change your booking as a result of unusual or unforeseeable situations outside our control, the consequences of which could not have been avoided even with all due care. These include (but not limited to) unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial disputes, natural disaster including ash cloud coverage, bad weather, epidemic or all similar events outside our control.

We have based your booking on the services of major international airlines/travel suppliers and whilst these are rarely subject to lengthy delays, there are occasions regrettably when delays do occur. It is the responsibility of the airline for such events. You must have adequate travel insurance to protect your booking in the case of any major travel delays.

PLEASE NOTE: It is the responsibility of the lead passenger to ensure that all members of the party that they take out sufficient travel insurance to cover the effects that Force Majeure may have on their booking.

20. Financial Protection

Balkan Escape provide security for the monies that you pay for the ATOL Protected flights and Flight-Plus arrangements booked from this website and for your repatriation in the event of our insolvency. We provide security by way of a bond held by the Civil Aviation Authority under ATOL number T7387. The flights we provide are supplied by other ATOL holders and are protected by their bonds. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC), paid to the CAA. Please ask us to confirm what protection applies to your holiday during the booking process. For further information, visit the ATOL website at www.atol.org.uk

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

We are members of the Travel Trust Association, Our membership number is U8902. All monies you pay to us are and are held in an independently managed trust account. For further information please see our [website](#)

21. Problems whilst on holiday

In the unlikely event of encountering difficulties whilst on holiday it is essential to take up the matter locally. Failure to contact the hotel staff or relevant supplier whilst in resort, may affect your rights under this contract. If you unable to resolve the matter locally, you may also contact us in the UK on +44 (0)1775 719891 (office hours) or +44 (0)7917 612578 (non-office hours). Should any problem remain unresolved please notify our Customer Relations Department

in writing within 28 days of your return. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

22. Personal Injury (unconnected with arrangements made by us)

Although we cannot accept responsibility for clients who by misadventure suffer illness, personal injury or death during the period of their holiday arising out of an activity which does not form part of the Flight-Plus Arrangement booked through Balkan Escape, general assistance may be afforded to clients to a maximum of £5,000 per booking. Furthermore, in the event either of there being a successful claim for costs against a third party or there being suitable insurance policy/ies in force, costs actually incurred by the Balkan Escape shall be recoverable from clients.

23. Complaints

We make every effort to ensure that your booking arrangements run smoothly but if you do have a problem while you are away, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by telephone. Contact numbers for our local suppliers will be provided before departure and they should be contacted first as they will be best placed to resolve the problem quickly. You may also contact us in the UK on +44 (0)1775 719891 (office hours) or +44 (0)7917 612578 (non office hours). Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

24. Your responsibility

You agree to comply strictly with the laws and customs of all countries visited, whether in respect of health, immigration, exchange control, drugs or any other matter. You agree to comply with all reasonable instructions of the suppliers and its employees. It is your responsibility to be in possession of a valid passport, visas, permits, necessary certificates, logbooks and medical certificates, as required by the contract. Balkan Escape accepts no responsibility for change in visas or requirements for visas. Balkan Escape are not held responsible for the failure of a Client to obtain or produce the necessary visas, certificates, logbooks or medical certificates.

We reserve the right to terminate without notice the booking arrangements of any client whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our customers, employees, agent's property or a third party. Furthermore, if you are prevented from travelling because, in the opinion of a person in authority, you appear to be unfit to travel or cause distress or discomfort to other passengers, then our responsibility for your booking ceases. No refunds will be given.

We have no control over the behaviour of other people staying in or visiting your accommodation. Your accommodation is provided solely for the use of passengers shown on the final confirmation receipt or booking receipt as confirmed by us; subletting, sharing or assignment is prohibited.

If in the reasonable opinion of the excursion provider, you are either unsuited to undertake an excursion booked as part of the package, or if you appear to be under the influence of drugs or alcohol, we will not be held responsible for any refunds or claims for compensation you wish to make against us.

25. Data Protection

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen booking arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your booking can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to

assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. This data protection information should be read in conjunction with Balkan Escape's [Privacy Policy](#)

26. Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

