

YOUR CONTRACT IS WITH Sam Smith Travel Ltd also trading as Jordan Tours a Member of ABTA.

1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2. Your financial protection

1. We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 6986. 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 will provide you with the services listed on the ATOL Certificate. In some cases, where we aren't 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 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.

3. ABTA

We are a Member of ABTA, membership number G8930/W8709 and as such we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved

4. Your holiday price

- 1) We reserve the right to alter the prices of any of the holidays quoted until a firm commitment is made. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. Most Tour Operator's brochures show only guideline prices; you will be quoted a firm price before making a booking.
- 2) When you make your booking you must pay a deposit per person, the amount of which will be advised at the time of booking (each Tour Operator has different figures). The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. If the deposit and or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit and any other charges accruing.
- 4) All monies you pay to us are held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, or on behalf of your Tour Operator. This is subject to your obligation to pay it to us so long as we do not fail. If we fail, any money held at that time by us, or subsequently accepted from you by us, is and continues to be held on behalf of and for the benefit of the

5. If You Change Your Booking

If, after confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of up to £50, and any further cost we incur in making this alteration. 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. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge or change fee of up to 100% of that part of the arrangements.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges usually as follows:

<i>Period before departure in which you notify us</i>	<i>Cancellation charge</i>
More than 84 days	Deposit only
More than 56 days	50% of holiday cost
More than 29 days	75% of holiday cost
Less than 28 days	100% of holiday cost

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Please be aware that your Tour Operator's charges may differ from these and theirs will prevail.

7. If changes are made to your holiday

Very occasionally your Tour Operator may have to make changes to your holiday, if this occurs then your acceptance or refusal will be subject to the Tour Operator's booking conditions.

8. If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and the representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 55 High Street, Cowbridge CF71 7AE, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to the representative without delay and complete a report form whilst on holiday. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

9. Our Liability to You

If the contract you have with us or your Tour Operator is not performed or is improperly performed by us or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss,

damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport contractual terms, or the international conventions, from *ourselves*. Under EU law (Regulation 261/2004) you have rights in certain circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted.

NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

10. Force Majeure

We cannot accept liability or pay compensation where 'significant' changes, cancellation of failure to perform any part of the contract is as a result of '**Force Majeure**'. This refers to any circumstances which are beyond our control and which we could not, even with all due care and attention, foresee or avoid. Such events include, war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience, strife, natural or industrial disaster, fire, adverse weather conditions, flooding and all similar events outside our control. Advice from the FCO not to travel to or enter an area or country will generally be regarded as '**Force Majeure**'.

11. Prompt assistance abroad

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided, even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

12. Passport, Visa, Health and Immigration Requirements

Your specific passport and visa validity, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and or Consulates. It is also your responsibility to comply with any vaccination requirements and to ensure that any health issues you may have are dealt with before you travel. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, health or immigration requirements.

13. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

14. Insurance

It is a requirement of booking that you have taken out adequate travel insurance, please ensure that your policy covers you for the Countries you are visiting and ensure that you have read the conditions carefully.

We are able to offer a very competitive insurance cover and whilst free to make your own arrangements the cover given must be equivalent to that which our policy offers.

15. Privacy policy

We are registered with the Information Commissioner's Office under reference Z8708136 and comply with all the requirements of Data Protection which they demand.