



Cultural Breaks

Luxury tailor-made holidays created exclusively for our members

BOOKING CONDITIONS

FROM 1 JULY 2011



1. CONTRACT

Your contract is with Go Travel Ltd t/a Cultural Breaks. We will arrange to provide you with the various services which form part of the holiday you book with us. Once all appropriate payments and, where required, a signed booking form have been received from you, your holiday will, subject to availability, be confirmed by the issue of a confirmation invoice/receipt. No contract between us exists before this point. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. 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 which arises between us. 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.

2. BOOKING CONFIRMATION & YOUR RESPONSIBILITY

The confirmation will contain the names of the passengers that MUST be correctly spelt and identical to the names shown in the passport, the dates and time of travel, departure and arrival cities and other relevant information. As a condition of this contract, you are required to carefully check your written confirmation to ensure that it is correct and exactly matches what you booked. If it is not, you are required to contact us within 24 hours of receiving your confirmation to inform us of any inaccuracy, and take a note of whom you reported it to. If you do not follow this procedure you have deprived us the opportunity of taking prompt corrective action and any consequential loss shall be your sole responsibility and not Go Travel Ltd's.

3. DEPOSIT & PAYMENTS

A non-refundable deposit is required at time of booking. This deposit will be allocated firstly against any flights purchased and thereafter against other car, hotel or other arrangements. Full payment must be received at least 10 weeks before departure. If the balance is not paid in time, we reserve the right to cancel the booking and retain the deposit. All reservations made less than 10 weeks prior to departure require full payment at time of booking.

4. BOOKING IF YOU ARE UNDER 18

It is a condition of our accepting your booking that the person who makes it is at least 18. We are entitled to assume that this is the case. Under no circumstances can we accept bookings from anyone who is under 16. At our discretion, we may accept a booking from someone who is 16 or 17 and not accompanied by an adult providing we have written confirmation from their parent or guardian that they may travel, that the parent or guardian will accept responsibility for the booking and that the party does not include anyone who is under 16. We are entitled to cancel any booking which is made in breach of any of these requirements. In this case, full cancellation charges will be payable.

5. PRICES & SURCHARGES

Whilst we make every effort to avoid amending prices, we reserve the right to do so at any time. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

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. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice/receipt.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

6. CHANGES MADE BY YOU

Whenever requested changes are possible, the total itinerary cost will be recalculated, taking into account any seasonal flight or occupancy rates, cancellation charges or other supplements and a revised invoice/receipt will be issued. Additionally, we will charge a £25.00 administration fee on top of this.

7. CANCELLATION MADE BY YOU

If you or anyone on your holiday booking decides to cancel any part or all of your holiday, we must be notified of this decision in writing by the lead passenger. The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable depending on when the notification of cancellation is received.

Period before departure in which written cancellation is received

Cancellation charge per person

More than 70 days

Deposit forfeited

70 to 15 days

75% of total tour cost

14 days or less

100% of total tour cost

8. CHANGES AND CANCELLATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in any marketing material and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we 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 operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away or a change of accommodation area for the whole or a major part of the time you are away. Please note, where your booking includes a "no frills flight", changes imposed by the airline (for example, change of departure or return time or UK or overseas airport) and the consequent effect on your holiday will not generally be treated as "significant changes" in accordance with this clause as your booking with us is made on the basis that you accept the airline's right to make such changes without liability on our part. For all flights, a change of departure or return time by less than 12 hours will be a minor and not significant change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(a) (for significant changes) accepting the revised arrangements

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. Where possible, we will offer you at least one alternative holiday of reasonably equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is, in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you're paying more if it is more expensive or receiving a refund if it is cheaper

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will (as a minimum where compensation is due), pay you the compensation payments set out in the table below 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 we are forced to make a change or cancel as a result of force majeure which for contractual clarity is defined as 'unusual and unforeseeable circumstances beyond our control', the consequences of which we could not have avoided even with all due care. 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 booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Period before departure a significant change or cancellation is notified to you

Compensation per person

More than 70 days

Nil

70 - 15 days

£10

Less than 14 days

£20

Very rarely, we may be forced by "circumstances beyond our control" 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.

9. SPECIAL REQUESTS

Where special requests i.e. dietary requests, room location, twin or double bedded room, a particular facility at an accommodation, flight seat requests and/or particular meals etc. are an important factor in the choice of a holiday, you must advise us when the booking is made. We are happy to pass your request on to the relevant supplier but cannot guarantee that it will be met. We will pass on any dietary requests to airlines but we recommend that you check directly with the airline once your tickets have been issued. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice/receipt or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

10. ADVERTISED OFFERS

Please note, advertised information and prices may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

11. BUILDING AND DEVELOPMENT WORK

Many accommodations and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible Tour Operator, it is important to us that you are aware of any significant building /refurbishment work that may be going on during your stay. General refurbishment at these establishments are necessary to maintain standards but if we are informed of such work, we will endeavour to notify you of any activity as soon as possible, however near to your departure this may be.

12. HOLIDAY INSURANCE

We strongly recommend that you take out adequate travel insurance for your trip. Our policy is specifically designed with our clients in mind and offers cover in the event of cancellation against loss of deposit or cancellation fees and for medical costs in the event of your becoming ill or having an accident whilst on holiday. For further details please speak to a member of our team who will be happy to help you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

13. IF YOU HAVE A COMPLAINT WHILST ON HOLIDAY

If you have cause for complaint whilst on holiday, you must bring it to the attention of the local Representative or Agent (if there is one) and the establishment of where you are staying who will do their best to rectify the situation and prevent your holiday being spoiled. If there is no local Representative or Agent, you must contact us on the 24 hour Emergency Number in section 22. You should note that it is unreasonable to take no action whilst on holiday, but to then write a letter of complaint upon return.

If you remain dissatisfied, you must contact/write to us within 28 days of your return from holiday giving your booking reference and full details of your complaint. If you fail to follow this simple complaints procedure (in resort and on your return home), your right to any compensation you may otherwise have been entitled to may be affected or even lost as a result.

14. PASSPORTS | VISAS | HEALTH

British Citizens will need a full 10 year machine readable passport to travel to the destinations we feature and are generally required to have 6 months remaining on it after the date of return. Some destinations also require visas. We will be happy to advise you at the time of booking. If you or any member of your party is not a British or EU citizen or holds a non British/EU 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. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, costs, surcharges or other financial penalty being imposed on or incurred by us or we incur any expense as a result, you will be responsible for reimbursing us accordingly.

You should contact your GP or a specialist vaccination centre for details of the health precautions you will need to take prior to departure. Requirements may change and you must check the up-to-date position in good time before departure. Information on health is contained in the Department of Health leaflet (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain a European Health Insurance Card (EHIC) prior to departure. Apply for an EHIC online at www.ehic.org.uk or call 0845 606 2030.

15. TRAVEL DELAY

Travel delay is down to the responsibility of the carrier.

16. DENIED BOARDING

Under EU law you have rights in some circumstances to refunds and/or compensation from your 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. **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 8. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk.

17. FORCE MAJEURE

In these Booking 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 war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemic and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

18. ARBITRATION

Go Travel Ltd is a member of ABTA, membership number W8624. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the Arbitration scheme (available to you if you have a complaint) contact ABTA at 30 Park Street, London SE1 9EQ. Telephone: 020 3117 0581 or www.abta.com

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

19. DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs / dietary requirements etc. We may have to pass some of the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be supplied to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law. (If we cannot pass this information to the relevant suppliers we cannot provide your booking. In making a booking you consent to this information being passed on to the relevant persons). You are entitled to a copy of your information held by us. If you would like to see this please contact us. (We may make a small charge for providing this to you). We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such information please call us.

20. FCO

The Foreign & Commonwealth Office produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. For further information please visit www.fco.gov.uk/knowbeforeyougo or Tel: 0870 606 0290

21. FINANCIAL PROTECTION

Go Travel Ltd holds ATOL licence 6928 issued by the Civil Aviation Authority (CAA) and is a fully bonded ABTA member W8624. For further information, visit the ATOL website at www.atol.org.uk & the ABTA website at www.abta.com. Go Travel Ltd are also members of IATA (www.iata.org), AITO (www.aitoagents.co.uk) & ACE (www.cruiseexperts.org).

22. EMERGENCY OUT OF HOURS CONTACT

Go Travel Mobile: +44 (0) 7849 652795

