

BOOKING CONDITIONS

1. General

For the purposes of these booking conditions the following definitions will apply: 'force majeure' is war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions; 'the Company' is Hadler Tours Limited; 'the Client' is the person who has signed the booking form.

2. Booking

Complete the booking form and send it to the Company with the required deposit. The booking cannot be considered definite until you have received a confirmation letter. Full payment of the balance must be made not less than 10 weeks (70 days) before departure.

If the reservation is made within the 10 week (70 day) period, full payment must be made when sending the booking form. The Company reserves the right to cancel the holiday if the balance is not paid by the due date for any reason. Our travel insurance or another offering equivalent cover is compulsory.

3. Prices

The holiday price in this brochure is based on known costs and exchange rates as shown in paragraph 13 of these conditions. The price of your holiday is subject to surcharges on the following items: Government action, currency exchange rates, airport charges, border taxes, airfares, sea transportation and fuel costs.

In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover agents' commission. If that means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 7 to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below. 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.

4. Alteration by the Client

If after confirmation of the booking the client wishes to alter the booking in any way the Company will do their utmost to make changes, provided written notification is received by their office from the person who signed the booking form. If the amendment can be carried out, a charge of £25 will be made, except where the amendment occurs within 42 days of departure where it will be treated as a cancellation of the original booking and will be subject to the cancellation fees laid out under paragraph 5.

5. Cancellation by the Client

Once the company have confirmed the booking if the client cancels for any reason prior to 6 weeks before departure, the deposit is forfeited. If the cancellation is nearer the departure date the charges are as outlined above. In view of this, the company strongly recommend their comprehensive insurance cover. Cancellation will be from the date of receipt by the Company of the written request and the scale of charges will be payable depending on when the notification of cancellation is received.

Period before scheduled departure within which notification is received	Amount of cancellation charge (expressed as a % of total holiday price)
Prior to 70 days	Deposit only
70 - 57 days	30% (or loss of deposit if greater)
56 - 29 days	50%
28 - 22 days	70%
21 - 8 days	90%
7 days or fewer	100%

6. Cancellation by the Company

The Company reserves the right to cancel the holiday, flight, accommodation or other arrangement if in the event the holiday shown cannot be provided for any reason. If cancellation occurs the client will be advised at least 8 weeks before departure and the Company undertakes to offer alternative comparable arrangements, if available, or if these are unacceptable, a full refund of all monies paid. The Company will not cancel the holiday within 8 weeks of departure unless it is as a result of circumstances amounting to 'force majeure' (in these circumstances the client's money will be refunded less any insurance premiums paid), or as a result of non-payment of the balance by the due date (in these circumstances it will be treated as though the client has cancelled). If for reasons other than 'force majeure' or non-payment of the balance the holiday is cancelled within 8 weeks of departure then compensation

will be paid to the client as in the table shown in section 7.

7. Alteration by the Company

The Company reserves the right to alter the holiday, flight, accommodation or arrangement if in the event the holiday shown cannot be provided for any reason. If a material alteration occurs, the client will be advised at least 14 days before departure and the Company undertakes to offer alternative comparable arrangements, if available, or of these are unacceptable, a full refund of all monies paid. The Company will not materially alter the holiday within 14 days of departure unless it is as a result of circumstances amounting to 'force majeure'. If for reasons other than 'force majeure' the holiday is materially altered within 8 weeks of departure, then compensation will be paid to the client in accordance with the table below. Material alteration does not include alterations to arrangements of travel or accommodation where this does not greatly affect the main content of the holiday.

Number of days client is informed of cancellation or material alteration before date of departure.

0 - 14 days	15 - 28 days	29 - 42 days	42 + days
£25	£15	£10	-

8. Disputes Procedure

In the unlikely event of a complaint whilst on holiday the client must inform our local agent, hotelier or guide who will try to resolve the problem on the spot. If the complaint cannot be resolved there and then, the client must send a written account to reach the Company within 28 days of the end of the holiday, in order that it can be investigated fully.

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the client so wishes) be referred to arbitration under a special Scheme which, though devised by arrangement with the ABTA, The Travel Association is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. 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 Ltd Code does not require such agreement.

9. Liability

The company does not exclude their liability to the client for the proven negligence of their servants or agents and accept responsibility should any of the services provided prove deficient or not be of reasonable standard. The Company also accepts responsibility for proven negligence of itself, agents or sub-contractors resulting in death, bodily injury or illness caused to clients, other than air and sea carriers performing any domestic, internal or international carriage of whatsoever kind, which is limited to the terms or any relevant international convention.

10. Consumer Protection

The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3078. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. Those holidays not including a flight element are protected by a bond lodged with ABTA, The Travel Association.

11. Assistance

Where appropriate, and subject to the Principal's reasonable discretion, general assistance shall be afforded to clients who, through 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 contracted services nor of an excursion offered through the Principal; where legal action is undertaken by the Client, with the prior agreement of the Tour Operator, initial costs associated therewith shall be met by the Principal, always provided Clients request such assistance within 90 days from date of misadventure. This shall take the form of advice, guidance and initial financial assistance up to a limit of £5,000 per booking. Furthermore, in the event of there being either a successful claim for costs against a third party or suitable insurance policy/ies in force, costs actually incurred by the Principal shall be recoverable from the Client.

12. Air & Sea Travel

The flights and/or ferries used for the holiday are subject to the usual conditions of the carrier as printed on the ticket issued and are in accordance with international law. This

brochure is issued on the sole responsibility of the Company. It is not issued on behalf of and does not commit the carrier whose services are used in the course of the holiday.

13. Delayed Departure

The individual airline policy will apply.

14. Tour Operator

These conditions are subject to English law and jurisdiction and are issued by Hadler Tours Limited trading as Worldwide Christian Travel.

15. Exchange Rates

The exchange rates used to calculate the tour price are as published in the Financial Times 'World Value of the Pound' (see brochure).

16. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements (if we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons).

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).

17. Single Rooms

If a single person occupies a double room they will usually be asked to pay extra (a single supplement). Hotels price their rooms, as doubles or family rooms and they do not reduce the rates if it is occupied by a single person.

18. Triple/Quad Rooms

A third or fourth person sharing a room either shares existing beds or has an extra bed (which may of camp bed style) placed in a double/twin room. As conditions may be cramped you may wish to consider booking two rooms.

19. Your Financial Protection

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.

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