

# MOSELEY TRAVEL BOOKING CONDITIONS

## 1 YOUR HOLIDAY CONTRACT

Your contract is with Moseley Travel a member of ABTA. 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.

## 2 YOUR FINANCIAL PROTECTION

We are a member of ABTA, holding ATOL No 6326 issued by the Civil Aviation Authority, which provide for your protection in the event of our insolvency.

## 3 YOUR HOLIDAY PRICE

When you make your booking you must pay a deposit. The balance of your holiday is due for payment by 12 weeks before departure.

## 4 IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change your travel arrangements in any way, 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 signed the booking form. You will be asked to pay an administration charge plus 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.

**Please note that airline tickets may not be changed after a reservation has been made and tickets issued and any alteration request may incur a cancellation charge of 100% of that part of the arrangement.**

## 5 IF YOU CANCEL YOUR BOOKING

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 office. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

**Cancel 70 days or more prior to departure:**

**Loss of Deposit + Admin charges  
Cancel between 69 or less before travel:**

**100% cancellation charges will apply.**

Note: If the reason for cancellation is covered under the terms of an insurance

policy, you may be able to reclaim these charges.

## 6 IF WE CHANGE OR CANCEL YOUR BOOKING

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can have a refund of all monies paid. Please note that carriers such as Airlines used may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

## 7 IF YOU HAVE A COMPLAINT

If you have a problem during your trip, please inform the relevant supplier (e.g. your hotelier) and our resort 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 us giving your booking reference and 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.

It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as our representative without delay and complete a report form while in resort

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 in resort and this may affect your rights under this contract.

## 8 WHAT HAPPENS TO COMPLAINTS

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). 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 or 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.

## 9 OUR LIABILITY TO YOU

We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements

We do not directly control the services provided by our suppliers, but we will accept responsibility for death, injury or illness caused by the negligent acts of our agents, suppliers or sub-contractors in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention.

**10 PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS**

If you, or any other member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

**11 CONDITIONS OF CARRIAGE**

The Contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation.

These conditions are not issued on behalf of, and do not commit the airlines whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

**12 LAW AND JURISDICTION**

The contract between us and these booking conditions are governed by and construed in accordance with English law. All parties agree to submit to the exclusive jurisdiction of English law.

**13. PASSPORT, VISA and IMMIGRATION REQUIREMENTS**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.