

# Booking Terms & Conditions

When you book with CV Travel, you agree to the terms and conditions stated here. Please ensure that you read them. These terms and conditions can also be found on our website [www.cvtravel.co.uk](http://www.cvtravel.co.uk).

**1 Definitions and Interpretations.** In these Booking Terms & Conditions "The Company" shall mean CV Travel (a division of Corfu Villas Ltd. whose registered office is Kuoni House, Deepdene Avenue, Dorking, Surrey, RH5 4AZ) and where the context permits shall include its agents or employees.

We are members of ABTA (membership number V9979); have an Air Travel Organisers Licence (ATOL 337) issued by the Civil Aviation Authority which allows us legally to sell the holidays described in this brochure. All monies paid for air inclusive holidays are protected by our ATOL. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

"The Client" shall mean the person in whose name the booking is made and shall include the person or persons on whose behalf the same is made;

"Force Majeure" shall mean any event outside the Company's control which prevents the prompt performance of its obligations, including war or threat of war, riot, civil strife, industrial disputes, terrorist activity, natural disaster, fire, epidemic, outbreaks of illness, or adverse weather conditions.

The singular shall include the plural and vice versa and the masculine shall include the feminine where the context so requires.

**2 Booking and Deposit.** When you book a holiday you must complete, sign and return a booking form and pay the deposit as advised (or full amount if departure is within 9 weeks). When you make a booking you are confirming that you understand, and have accepted our terms & conditions on behalf of yourself and all members of your party. A contract will be made once we accept your payment, whether or not we have received your signed booking form. A confirmation invoice will be issued by us. The deposit shall only be refundable in accordance with Booking Terms & Conditions No. 5 or 6. The Company has the right to refuse to accept any bookings at the Company's discretion, refunding any deposit received, without necessarily specifying a reason.

**3 Terms of Payment.** The full balance of the holiday price (including any charges made by any supplementary invoice) must be paid by the due date shown on the initial confirmation/invoice (either 9 weeks prior to date of departure or by return within this period). The Company has the right to send the Client a supplementary invoice to cover any of the subsequent charges which Booking Condition No. 4 allows the Company to pass on to the Client rather than absorb them.

These charges become part of the holiday price and are payable by return. The Company reserves the right to treat the booking as cancelled if any part of the balance of the holiday price remains unpaid by the due date.

If cancelled, the cancellation terms as per Booking Condition No. 8 will apply. If the booking has been made through a travel agent all monies paid to the travel agent for holidays are held by the travel agent on behalf of the Company at all times.

**4 Prices.** We reserve the right to increase or decrease our prices at any time prior to booking and you will be informed of the up to date price of your chosen holiday before you book. The charges which make up the total holiday price specified in our confirmation invoice are calculated on the basis of costs to the Company and rates of exchange as published by the Financial Times on 26 July 2011 (e.g. Euro 1.13) and on 21 July 2011 (e.g. US Dollar 1.62). Our prices consist of a mixture of currencies and do not necessarily relate to the country of destination. After you have booked, your holiday price may increase because of surcharges on the following items: governmental action, including increases in taxes, currency changes, aircraft fuel, overflying charges, airport charges and increases in scheduled airfares. 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 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.

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.

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.

**5 Alterations by the Company.** Whilst we endeavour to ensure that the most up to date and correct prices are shown on our website and in our brochures, there may on occasion be an incorrect price shown, due to an unfortunate error. When we become aware of any such error, we will ensure that we act promptly and will endeavour to notify you within 7 days of the time of booking, or as soon as reasonably possible. We must reserve the right to cancel the booking and you will be given the choice to amend your booking to an alternative holiday, at the correct price.

- i) The arrangements featured in this brochure are planned many months in advance and amendments do occasionally become inevitable. In the majority of cases such changes would be considered by the Company to be minor, in which case the Company shall have absolute discretion as to whether the Client is or is not notified.
- ii) If a change which the Company considers to be major becomes necessary, the Company will inform the Client or his travel agent as soon as is reasonably possible if there is time before

departure. A major change to the holiday arrangements might involve a change of UK departure airport (except between London airports), resort area, outward or return time of departure by more than 12 hours, or offering accommodation of a lower standard than that booked.

You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday booked and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of Force Majeure, we will pay compensation as detailed below:

Period before scheduled departure within which a major change is notified.	Compensation per passenger (excluding infants)
More than 56 days	Nil
56 – 29 days	£10
28 – 14 days	£20
13 – 0 days	£30

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to circumstances which can be described as Force Majeure. For the avoidance of doubt, flight delays are not considered to be alterations by the Company.

**6 Cancellation by the Company.** The Company has the right to cancel a Client's holiday in the following circumstances:

- a) At any time owing to Force Majeure, in which case the Company shall offer if available, either alternative holiday arrangements of a similar standard (from this brochure) or refund all monies paid by the Client in respect of the arrangements showing on the Company's confirmation invoice within 14 days.
- b) At the due date if the Client has failed to pay the full balance of the holiday price in accordance with Booking Condition No. 3, in which case cancellation charges as per Booking Condition No. 8 will apply.
- c) At any time, in the Company's discretion, in which case the Company shall make the offer or refund as mentioned in paragraph (a) above, but should this be within 8 weeks before the date of departure, compensation will be paid in accordance with the scale shown in Booking Condition No. 5.

**7 Alterations by the Client**

- a) Once your booking has been confirmed any changes to accommodation, flights, dates or names of the party requested by the client will incur a £30 amendment fee per person in respect of each change to cover costs incurred. Any request for changes must be in writing from the person who made the booking or their travel agent. Certain travel arrangements (e.g. Apex tickets) cannot be changed after a booking has been made and could incur a cancellation charge of up to 100% of that part of the arrangements. Save as set out in (iv) below, changes cannot be made within 42 days of departure and any such request will be subject to the cancellation charges set out in Clause 8. If you change your booking to a holiday of lower value, and then cancel the holiday, we reserve the right to levy cancellation charges on the value of the original booking.
- b) If a Client chooses to change their booking by transferring it to another person, the Company will arrange for such a transfer, provided that:
  - i) The reason for the transfer of the booking is that the Client is prevented from travelling. In this event the Client will need to provide documentary proof (such as a doctor's certificate) of the reason before the Company will authorise a transfer and;
  - ii) The Client or the transferee, pays any balance due before the transfer is authorised by us and;
  - iii) The transferee meets all conditions of the holiday originally booked;
  - iv) The request for a transfer is sent to us in writing 28 days before departure together with full details of the transferee, documentary proof (as outlined in (i) above) and payment of a fee of £50 per person to cover our administrative costs plus any charges which our suppliers impose by virtue of the transfer, particularly where any supplier regards the transfer as a cancellation and new booking. For example, air carriers do not allow transfer of an air ticket without payment of cancellation charges and the cost of a replacement ticket.
- c) If a Client chooses to modify or abandon the arrangements after commencement of the holiday (e.g. change accommodation or the duration of the stay), they will be deemed to be breaking their contract with the Company and the Company cannot accept liability for any loss, damage or additional expenses resulting therefrom and no refunds for unutilised services or arrangements will be made unless the Company is at fault and has been given the opportunity to rectify the problem.

**8 Cancellation by the Client.** All cancellations by the Client must be in writing from the person who made the booking, either by special delivery, email or facsimile. Cancellation applies only from the date of receipt by the Company of the cancellation notification. If the cancellation notification is received 63 days or more before the departure date, only the holiday deposit is forfeit, plus any costs incurred by us for non-refundable or non changeable travel reservations. Thereafter, the following percentage of the total holiday price will be payable as a cancellation charge by the Client:

Between 63 – 43 days before departure	30%
Between 42 – 28 days before departure	60%
Between 27 – 15 days before departure	80%
Between 14 and the departure date or later	100%

The above cancellation charges represent a reasonable estimate by the Company of the likely losses

resulting from your cancellation. Cancellation charges also apply to partial cancellations (e.g. where a Client books for two weeks but amends to one week. In this case, cancellation charges would apply to the second cancelled week). In the event of a cancellation charge arising under this clause the amount due must be paid by the Client to the Company within 7 days of the charge arising, notwithstanding the fact that the Client's holiday insurance policy may cover the cancellation charge. It is the Client's responsibility to claim any insurance monies due as the Company cannot claim on behalf of the Client. If a Client wishes to change or part cancel accommodation, flights, dates or names of the party, we will endeavour to secure such a change provided the Client pays all costs incurred by us. It should be noted that most scheduled air tickets and bought-in charter flights are non-transferable and name changes are not permitted. The Company reserves the right to treat name changes on such tickets as cancellations.

## 9 Liability of the Company

- a) The Company accepts responsibility for ensuring that any package holiday which the Client books and which is subject to the provisions of the Package Travel, Package Holidays and Package Tours Regulations 1992 is supplied as described in this brochure and/or on our website [www.cvtravel.co.uk](http://www.cvtravel.co.uk) and the services offered reach a reasonable standard.
- b) subject to (d), we will accept responsibility if due to fault on our part, or that of our agents or suppliers, any part of your holiday arrangements booked before your departure from the UK is not as described in the brochure and / or on our website [www.cvtravel.co.uk](http://www.cvtravel.co.uk), or not of a reasonable standard, or if you or any member of your party is killed or injured as a result of an activity forming part of those holiday arrangements. We do not accept responsibility if and to the extent that any failure of your holiday arrangements, or death or injury: is not caused by any fault of ours, or our agents or suppliers; is caused by you; is caused by someone not connected with your holiday arrangements or is due to unforeseen circumstances which, even with all due care, we or our agents or suppliers could not have anticipated or avoided.
- c) For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price, the person affected, paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from the holiday. Where enjoyment of only some days has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to £50 per day per person affected.
- d) Subject to (b) above, if any failure in your holiday arrangement relates to, or if you or any member in your party is killed, injured or becomes ill during or as a result of, carriage by aircraft, ship, train or coach forming part of the holiday arrangements booked before departure from the UK, our liability to pay compensation and/or the amount of compensation we will pay is limited in accordance with the liability of the carrier under any international convention which governs such services.

International Conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; and, in respect of carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under Montreal Convention and the Warsaw Convention is limited to damage sustained in the case of death or bodily injury caused by an accident which takes place on board the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay to you. You should also know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to you and limit compensation under international conventions.

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. 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](http://www.auc.org.uk).

- e) Our suppliers (such as accommodation or transport providers) have their own Booking Terms & Conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.
- f) If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take actions against the person or reorganisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we make.
- g) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. The Company has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of Force Majeure we are obliged to change or end your holiday after departure, but before the end of your holiday we will not pay compensation or reimburse you for expenses incurred. You must have adequate travel insurance for your holiday and claim via your insurance company for any loss or damage to luggage and/or personal possessions.

In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (d) above.

- h) The Company shall not be liable for any noise, nuisance, disturbance or building work arising outside the accommodation supplied by the Company and caused by third parties beyond the control of the Company. A situation may develop, sometimes rapidly and intrusively, with little or no advance warning. The Company shall, however, make every effort to minimise such noise, nuisance or disturbance and forewarn the Client if the Company has knowledge of this.
- i) All "accommodation only" holidays are not governed by the terms and conditions of an Air Travel Organisers Licence (ATOL) issued by the Civil Aviation Authority nor are they covered by the Package Travel, Package Holidays and Package Tours Regulations 1992. Should you book a villa only holiday with us then we are not liable in any way for any other aspects of your travel arrangements that you have made.

**10 Insurance.** It is essential that clients have insurance cover which is adequate for their needs. The Company reserves the right to refuse to accept bookings from clients who are not adequately insured against holiday risks. Clients must provide evidence of adequate insurance or indicate on the booking form that they have adequate alternative arrangements.

## 11 Airlines

- a) The timings and aircraft type may be subject to change by the airlines concerned. Details will be reconfirmed on your final documentation.
- b) Delays. Individual airline policies will apply.

**12 Photographs.** These are intended to give an overall impression rather than details of a specific resort or villa. The Company is not liable for any items of furniture or chattels, which appear in the photographs, which may have been changed or removed from the villa and any aspects of the villa environment which may have changed since the photographs were taken.

## 13 Disputes

- a) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com).

The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of 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 IDRS 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](http://www.abta.com).

- b) Any dispute or complaint which Clients may have concerning their holiday arrangements, must be reported immediately by telephone, followed in writing to CV Travel's local representative, local agent or, where neither are available, to CV Travel in England (on the 24 hour contact numbers provided on the itinerary and other documents) either immediately if urgent, or within 48 hours of the complaint or dissatisfaction arising. It is unreasonable to take no action whilst on holiday but to write a letter of complaint on return. If a Client fails to follow this procedure, we will have been deprived of the opportunity to investigate and rectify any complaint whilst Client were in resort, and this will affect the way in which we deal with the complaint and it may affect a Client's rights under this contract.

Any complaint which cannot be satisfactorily resolved in the resort must be reported in writing to the Company's London office within 28 days of the Client's return from holiday. Upon receipt of a client's letter, we will acknowledge it, investigate the points raised, and reply within 28 days. If this is not possible, we will send an interim letter, advising of our progress.

- c) This contract is governed by English law and both parties shall submit to the jurisdiction of English courts. You may however choose the jurisdiction of Scotland or Northern Ireland if that is where you live.
- d) We reserve the right in our absolute discretion to terminate or curtail your holiday if your behaviour is likely, in our reasonable opinion or that of our suppliers to cause distress, damage, annoyance and danger to our employees or to any third party, or their property. If you are prevented from travelling or have to return home early for this reason, we will have no further responsibility for your holiday, including any arrangements for your return home. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation to pay you compensation or cover any costs which you may incur as a result of having to make alternative arrangements.

**14 General.** The facilities, local prices and amenities mentioned in this brochure and/or on our website [www.cvtravel.co.uk](http://www.cvtravel.co.uk) are shown in good faith as generally being available at the time of publication and for the duration of the programme 1 January 2012 – 31 December 2012.

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