



Booking Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. These Terms and Conditions govern the relationship between you and QUINTESSENTIAL TRAVEL LTD Trading as GINGKO HOLIDAYS (hereinafter referred to as "the Company". By booking a trip, you agree to be bound by these Terms and Conditions which outline, among other things, our cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

The contract. All persons wishing to make a booking must carefully read and understand the Terms and Conditions that follow. By making a booking by telephone, on our website, or by email with the Company or its Agents, you accept and are bound by these Terms and Conditions. The person or persons named on the booking are hereafter referred to as the "Client". All bookings are made with QUINTESSENTIAL TRAVEL LTD, "the Company", which sells the tours described in this brochure or on the Company website or through its "Agents". These Terms and Conditions shall constitute the entire agreement between the Company and the Client, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, collateral agreement, prior agreement, description of services, or conditions, other than as expressed herein. The service to be provided is/ is the tour(s) referred to in the booking confirmation.

- 1. Deposit** A non-refundable deposit of £200.00 must be received before a booking can be confirmed (please note any special deposit requirements for tours detailed on the tour page). If a booking is made within 60 days of the departure date then the full amount is payable at the time of booking. The non-refundable deposit should be sent to the Company or its Agent. For insurance purposes any Clients 70 years of age and over, or those younger with pre-existing medical conditions are required to complete medical form which must be signed and dated by a physician and returned with your final payment or you will not be permitted to travel.
- 2. Final payment** Acceptance of the Client's booking must be confirmed in writing by the Company. Please refer to your confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date. If a booking is made 60 days or less before the departure date then the full amount is payable at the time your booking is confirmed. If this balance is not paid on or before the due date the Company reserves the right to treat the Client's booking as cancelled.
Client details. In order for the Company to confirm and guarantee the Client's travel arrangements the Client must provide all client details with their final payment as per the dates specified in 3a. If the Client does not provide all client details within 30 days before departure, a fee of £25 will be charged to the file. Client details include passport number, copy of passport details and medical form (where applicable), full name, date of birth and nationality.
- 3. Last minute bookings.** For any bookings made within 15 days of departure, there will be a £25 fee charged. This last minute booking fee covers our additional costs for couriers, communication and administration.
- 4. Cancellation by the client.** Any cancellation by a Client must be made in writing and acknowledged by the Company. The date on which the letter is received by the Company or its Agents will determine the cancellation charge applicable. The cancellation charges are expressed hereafter as a percentage of the total tour price, excluding insurance. Note: airlines may impose 100% cancellation charges.
 - A. Cancellation more than 60 days before departure: Loss of deposit.
 - B. Cancellation 59-30 days before departure: 50% of tour price or loss of deposit; whichever is the greater
 - C. Cancellation less than 30 days before departure: 100% of tour price.
- 5. Cancellation of a tour by the company.** The Company reserves the right to cancel a tour for any reason, but will not cancel a tour less than 60 days before departure except for force majeure, unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company, the Client may choose between a full refund of all monies paid and any alternative tour offered by the Company. The Company is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable connecting flights or loss of enjoyment, etc. If the alternative tour chosen by the Client is of a lower value than that originally booked then the Client is entitled to a refund of the price difference. If the alternative tour chosen by the Client is of a higher price than that originally chosen then the Client must pay the difference.
- 6. Unused services.** There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination, i.e. sickness, death of a family member, etc.
- 7. Prices & Surcharges.** Prices quoted are based on a currency conversion rate of GB£1 = US\$1.45 We reserve the right to impose surcharges (price increases) up to 60 days before departure due to unfavourable changes in exchange rates, increases in air fares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.
- 8. Validity.** The prices on our website are based on airfares, exchange rates and costs in effect at time of printing the brochure or posting to our website. QUINTESSENTIAL TRAVEL reserves the right to alter prices for new bookings if these rates change substantially. For trips departing between 01 January 2009 and 31 December 2009, the land price of your trip is guaranteed when you have paid in full, subject to the right of the Company to impose surcharges as stipulated in section 8 of these Terms and Conditions. Dates and itineraries are valid from 01 January 2009 until 31 December 2009. Beyond 31 December 2009 dates, itineraries and prices are indicative only.
- 9. Flexibility.** The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.
- 10. Changes made by the company.** The Company reserves the right to change any of the facilities, services or prices described before a booking is made. If such a change is made the Client will be told at the time of booking or when the change occurs. While the Company will endeavour to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed



necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid or accepting an alternative tour offered by the Company.

Transfer to another departure (by the client). A transfer from one tour to another can only be made more than 60 days before departure date and only if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge an administration fee of £50 per person per change. A Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any request to transfer received less than 60 days before departure will not normally be accepted. In this case the Client must cancel the booking and then re-book on another tour. Any such transfers will be regarded as cancellations and cancellation fees will apply.

Transfer of name. If you are prevented from travelling on the tour you booked by circumstances such as those which would permit you to make a claim on a standard cancellation insurance policy, you may transfer your booking to another person, provided they meet all the requirements relating to that tour and the transfer is made more than 60 days before departure. In these cases an administrative fee of £25 will apply. Note: airlines may impose 100% cancellation charges. Within 60 days, name transfers are not permitted.

Amendments. Within 60 days of departure any amendments to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an amendment fee of £25. No amendments are permitted to your booking within 10 days of departure. Note: airlines may impose 100% cancellation charges.

11. **Acceptance of risk.** The Client acknowledges that the tour may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.
12. **Authority on tour.** At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with us the Client agrees to abide by the authority of the tour leader, who represents the Company. The Client must at all times strictly comply with the laws, customs, and foreign exchange and, drug regulations of all countries visited. The client also agrees to be bound by the Company's responsible travel guidelines. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour; the Client must advise the company at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behaviour is causing or is likely to cause danger, distress or annoyance to others we may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund.
13. **Travel documents.**

The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (your passport must be valid 6 months after your return date), and be in possession all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided.

To expedite the issuing of travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via mail or will be available by email once full payment has been received by the Company.
14. **Factors outside the company's control (force majeure).** The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities, civil commotions, labour difficulties (whether or not Company is a party thereto), interference by authorities, political disturbance or any other cause beyond the reasonable control of the Company.
15. **Travel insurance.** It is mandatory that all Clients obtain travel insurance with a minimum coverage of £50,000 while travelling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is strongly recommended the coverage be extended to include cancellation, curtailment, loss of belongings and all other expenses which might arise. When the Client has obtained travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company.

Limited insurance held by the Company. Where the company, or any associated company, owns or controls the vehicles the company is covered by a policy but this cover is limited. The limit per incident is £2,000,000 (note the limit is per incident, not per person.). Should any client require a higher level of cover then the client must arrange extra cover. This insurance comes into effect only in the case of a vehicle accident and subsequent injuries; it is no substitute for your own travel and medical insurance which must still be taken. Where the company, or any associated company, does not own or control the vehicle cover is provided under our public liability policy.
16. **Limitation of liability.**

The company will accept liability for the negligence of its staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it is obliged under the laws of United Kingdom This acceptance of liability is subject to clause C below.

In other circumstances the company will be liable to the client for the proper performance of the contract. This acceptance of liability is subject to clause C below.

The company shall not be liable for any damage or loss if the failure to carry out the contract is:

 - c.1. attributable to the client.
 2. Attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
 3. due to unforeseen and unusual circumstances beyond the company's control, the consequences of which could not have been



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avoided even if all due care had to be exercised.

4. due to political disputes, border closures, refusal of visas, industrial action, climate or other matters of a similar nature and any other force majeure.
5. due to an event which the company, even with all due care could not foresee or forestall.
- d. Any liability covered under section 17b is limited to the price paid. In the case of damaged property the liability is limited to a maximum amount equal to the amount paid by or on behalf of the owner of the property. In all cases the company specifically excludes all liability for indirect or consequential loss or expense including loss of profits.
- e. Where your holiday arrangements involve travel by air, rail or sea, or hotel accommodation the compensation is limited by the following international conventions respectively: Warsaw Convention as amended 1955, Bern Convention 1961, Athens Convention 1974 and Paris Convention 1962. No compensation payable by the company for flight difficulties if client has available to them denied boarding compensation from the airline.
- f. The Company's acceptance of liability in clauses 18a and 18b above is subject to assignment by the Client to the Company of the Client's rights against any agent, supplier or sub-contractor of the Company which is in any way responsible for the unsatisfactory tour arrangements or the Client's death or personal injury.
17. **Responsibility for your tour.** Client bookings are accepted on the understanding that they acknowledge the Company's obligations, and those of any suppliers providing any service or facility the Client books with us, are to provide services and facilities with reasonable care and skill. Facilities will be provided to the realistic minimum standard recommended by the regulatory authorities responsible.
18. **Claims & complaints.** If a Client has a complaint against the Company the Client must first inform the tour leader or company representative whilst on the tour in order that the leader/representative can attempt to rectify the matter. If satisfaction is still not reached through these means then any further complaint must be put in writing to the Company within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.
19. **Supplier's conditions.** Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at our offices, or at the offices of the relevant supplier.
20. **Local conditions** Clients acknowledge that she/he will be visiting places where the political, cultural and geographical attributes present certain risks, By booking travel with the Company, Clients acknowledge that she/he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting her/himself with the customs, weather conditions, and laws in effect at each stop along the itinerary
21. **Optional extras.** Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Amongst others optional extras include sightseeing flights and other extras not included in the tour price.
22. **Severability.** In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.
23. **Successors & assigns.** These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.
24. **Errors & omissions.** Although the Company has made a concerted attempt to verify the accuracy of statements made herein (word removed) the Company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this brochure.
25. **Privacy policy.** We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information. Please refer to our website for the Company's [Privacy Policy](#).
26. **Consumer Protection.** ATOL Air holidays are ATOL protected, since we hold an Air Travel Organizer's License granted by the Civil Aviation Authority. Our ATOL number is ATOL 9455 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. Please note that ATOL bonding only applies to bookings made within the UK that include international flights from the UK. For further information, visit the ATOL website at www.atol.org.uk
27. **Applicable law.** The contract including all matters arising from it is subject to English Law and the exclusive jurisdiction of the English Courts.

QUINTESSENTIAL TRAVEL LTD Trading as GINGKO HOLIDAYS

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Gingko Holidays

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