

# TERMS AND CONDITIONS

**YOUR CONTRACT IS WITH ANGLERS WORLD HOLIDAYS/ MARTINS WORLD GROUP A MEMBER OF ABTA (ABTA 42639 and V1619)  
TRADING AS LEISURE BREAKS AND LEISURE GOLF**

## 1. YOUR HOLIDAY CONTRACT

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 confirm your booking and make a payment. 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 provide security for the monies that you pay for the holidays booked from this brochure. We provide this security by way of our ABTA V1619 membership.

## 3. YOUR HOLIDAY PRICE

I. We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

II. When you make your booking you must pay a deposit, the minimum amount is £50 per person but we may ask for a higher figure depending on the holiday chosen. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we may cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

III. Once booked and monies paid, the price of your travel arrangements is fully guaranteed and will not be subject to any Fuel or Currency surcharges. Only Government action affects this guarantee.

## 4. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, 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 made the booking or your travel agent. You will be asked to pay an administration charge of £20, and 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.

**Note:** Certain travel arrangements (e.g. Air Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

## 5. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6.

**Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

## 6. IF WE CHANGE OR CANCEL YOUR HOLIDAY

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 for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than four 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 either have a refund of all monies paid to us or accept 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).

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. 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 booked holiday and receiving a full refund of all monies paid.

## IF YOU CANCEL YOUR HOLIDAY

Period before departure Amount of cancellation charge

More than 42 days	Deposit Only
29-42 days	40% of holiday cost
1-28 days	75% of holiday cost
Less than one day	100% of holiday cost

**Any additional or non refundable supplier charges will not be refunded.**

**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 holiday, please inform the relevant supplier**

(e.g. your hotelier) 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 our Customer Services Department at 46 Knifesmithgate, Chesterfield, Derbyshire S40 1RQ, giving your booking reference and all other relevant information.

## 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 that are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims that 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 your tour operator 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)

## 9. OUR LIABILITY TO YOU

If the contract we have with you is not performed, or is improperly performed by us, or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or

unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical

manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at 46 Knifesmithgate, Chesterfield, Derbyshire S40 1RQ. Tel: 01246 221717. 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 6. 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 or [www.auc.org.uk](http://www.auc.org.uk)

## 10. PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS

If you, or any 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. 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 and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline 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 two years of age on the date of its return flight.

## 12. HOLIDAY/TRAVEL INSURANCE

Why pay more for your travel insurance? We strongly recommend that you take out holiday travel insurance to cover the holiday arrangements that you have booked with ourselves. Wherever you choose to buy your cover, you need to make sure it meets your needs. After all, no matter how well prepared you are, an accident or unexpected illness abroad could incur a hefty bill for medical expenses and even emergency repatriation to the UK.

Through Anglers World, you can arrange cover with ACE Europe, one of the world's leading travel insurers. The scheme is arranged through our brokers, ECS Insurance Brokers Ltd.

Simply visit our websites at [www.irelandbreaks.co.uk](http://www.irelandbreaks.co.uk) [www.leisuregolf.uk](http://www.leisuregolf.uk)

Click on Travel Insurance, and get instant cover online at premiums we think you will like. Nothing could be simpler to protect you and your family.