

# Terms & conditions

## – subject to which bookings are accepted

When you make a booking you enter into a contract with Ramblers Holidays Ltd trading as Ramblers Worldwide Holidays (registered office: Lemsford Mill, Lemsford Village, Welwyn Garden City, Hertfordshire AL8 7TR). These booking conditions, together with the information set out in the brochure or on our website form the basis of your contract.

## 1 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 and to supply personal details for you and your party. A contract will exist as soon as we issue our confirmation invoice. To avoid possible confusion any variation of this agreement should be confirmed in writing either by you or by us. This contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English Courts. You may choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

## 2 Financial Protection

We provide full financial protection for our package holidays. For flight-based holidays this is through our Air Travel Organiser's License number 0990. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA.

## 3 Holiday Price

All holiday bookings made more than ten weeks before the intended departure (eight weeks for UK holidays) must be accompanied by the appropriate deposit. In these cases the balance of the holiday charge is payable not later than ten weeks\* before the intended date of departure. All payments must be made in Sterling unless by prior arrangement with us. We shall be entitled to treat any failure to pay such balance by the due date as a cancellation of the booking by you and we will notify you if we intend to do so and in such circumstances your deposit and any insurance premium will be forfeited.

Where bookings are ten weeks\* or less before the intended date of departure the whole of the holiday charge is payable at the time of booking. In some cases a late booking fee may be charged to cover excess communication costs. If you book through a travel agent all monies paid to the agent for your holiday with us are at all times held by the agent on behalf of Ramblers Holidays Ltd. Please note that a charge of up to 2.25% is made for all payments paid by credit card and non-UK issued debit cards.

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.

Changes in transportation costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your holiday may change after you have booked. However there will be no charge within 30 days of your departure.

However, we will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and any amendment charges) before implementing such an increase, therefore only amounts in excess of this 2% will be surcharged. If the additional charges result in your holiday price increasing by more than 10% you will have the choice of accepting the new price, accepting the offer of an alternative holiday from us if available or cancelling your booked holiday and receiving a full refund of all monies paid. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the 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 holidays are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

#### **4 Fitness**

Participants in our holidays are accepted on condition that they are physically and mentally fit, and able to cope reasonably with the demands of the holiday without assistance from our tour leader or other party member.

Bookings can only be accepted from persons under eighteen years of age when accompanied by an adult who will be responsible for them.

You must comply with a non-smoking policy whilst travelling, at the dinner table, during group meetings and if sharing a room with an independent traveller.

We reserve the right to exclude you from individual walks or the walking programme as a whole if in the reasonable opinion of our tour leader the demands of the walk would be detrimental to the interests or safety of you or the group as a whole. We also reserve the right to refuse any booking for a graded walking or trekking holiday where we are not satisfied that the applicant's fitness and experience are appropriate to the holiday selected.

#### **5 If You Make Changes**

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. You will have to pay a per person administration charge of £20 (or £40 if less than 84 days to booked departure) and any further cost we incur in making this alteration. For changes to our group flight arrangements, a flight administration fee of £35 will apply. These charges are not refundable if you cancel your holiday subsequently. You should be aware that the costs can increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Please note: Certain travel arrangements cannot be changed after a reservation has been made and any alteration request will incur 100% cancellation charges.

Also if you, or any member of your party, are prevented from proceeding with the holiday you may request to transfer your booking, having first given us notice of your intentions before departure, to a person who satisfies all the conditions applicable to the holiday. The transferor and transferee shall be jointly responsible for payment of the balance due and for any additional costs arising from such transfer.

#### **6 If You Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from you 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 Table 1 opposite.

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

## **7 If We Change or Cancel Your Holiday**

In the unlikely event of accommodation not being available on arrival at the hotel or hotels described in the brochure and confirmed to you, we undertake to provide alternative accommodation in a hotel or hotels of categories at least as high as those contracted or to refund any difference in price where the available accommodation is of an inferior standard.

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 to your holiday arrangements and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Please note that alteration of your outward flights by less than 12 hours, change of aircraft type or airline, are examples which may be deemed minor changes. We also reserve the right in any circumstances to cancel your holiday 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 ten weeks\* before your departure date except for reasons of force majeure, or failure by you to pay the final balance.

If we make a major change to or are forced to cancel your holiday, we will inform you or your travel agent 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. In all cases, except where the major change or cancellation arises due to reasons of force majeure, we will pay compensation as detailed below.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our website at: [www.ramblersolidays.co.uk/uploadDocuments/Airlines.pdf](http://www.ramblersolidays.co.uk/uploadDocuments/Airlines.pdf).

Please note the existence of a 'Community list' detailing air carriers that are subject to an operating ban with the EU Community (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).) If a carrier used in connection with your holiday becomes subject to an operating ban we will inform you of this to allow you to make an informed decision regarding your holiday arrangement. See also clause 8.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. 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:** 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 or threat of war, riot, civil strife, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemic or adverse weather conditions or unavoidable technical problems with transport.

## **8 Liability**

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 holiday. 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.

We do not make any representation or commitment that all services will comply with local laws and regulations and failure to comply does not automatically mean that we have not exercised reasonable skill and care.

We cannot accept any liability for any loss or expense you suffer or incur (including loss of earnings) which on the basis of information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times 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 office Lemsford Mill, Lemsford Village, Welwyn Garden City, Hertfordshire AL8 7TR.

Under EU law (Regulation 261/2004) 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 7. 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 Aviation Consumer Advocacy Panel on 020 7240 6061 [www.caa.co.uk](http://www.caa.co.uk).

### **9 Complaints**

We aim to provide you with the best possible holiday but, if a problem should arise, please inform the relevant suppliers (e.g. the hotelier) and our leader immediately who will endeavour to put things right. You should also complete a Client Report Form, available from our Leader, during your holiday. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify the complaint whilst you were on the holiday and this may affect your rights under this contract. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Service Department at our registered office giving your booking reference and all 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. Your claim will still be accepted later than 28 days but this impedes our success in its investigation.

### **10 ABTA**

We are a member of ABTA, membership number V5094. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### **11 Excursions**

Excursions or other tours that you may choose to book or pay for whilst on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### **12 Prompt assistance**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services or as a result of failures due to 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 and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances or you being unable to demonstrate that you are insured.

### **13 Insurance**

You must have adequate holiday insurance to undertake the holiday. If you do not purchase our insurance it is your responsibility to check that your policy is adequate. We are unable to arrange our insurance cover for you after your holiday has started. No refunds will be made should you be excluded from the walking programme through being uninsured or you being unable to demonstrate that you are insured.

### **14 Leaders**

The success of each holiday depends to a great extent on the members of the party's abilities to participate physically and cooperate with other party members and the Leader. The Leader has full authority to exclude any member, either from part of the daily programme or, in extreme cases, from the entire tour if he or she is, in the reasonable opinion of the tour leader, either physically unable to participate, behaves in a way which is detrimental to the interests or safety of the party as a whole, is inadequately equipped or does not have travel insurance. Refunds may be made in appropriate cases at our discretion.

### **15 Behaviour**

When you book your holiday with us, you accept responsibility for the proper conduct of all members of your party during your holiday. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given.

Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation supplier concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify us for the full amount of any claim (including legal costs) made against us by the accommodation supplier or any third party as a result.

### **16 Images**

You accept any images of you taken whilst on any of our holidays may be used by us for marketing in any format current or yet to be invented.

### **17 Accuracy**

All the facts in this brochure about hotels and resorts are checked and re checked for accuracy by our staff and, wherever possible, by hoteliers. However, it is still possible – in early and late season in particular – that hoteliers etc may decide to change their facilities (e.g. a pool is empty for cleaning) which will then be temporarily or permanently unavailable. Such events are regrettably beyond our control. However, when we are notified of these or other significant changes, we will inform you at the time of booking or, if you have already booked your holiday, you will be contacted as soon as reasonably possible if there is time before your departure. If such events constitute a major change to your holiday then clause 7 of these booking conditions will apply.

Changes may be made to the particulars contained in this brochure at any time before a contract between you and Ramblers Holidays Ltd is concluded. In such circumstances we will advise you of any such changes before accepting your booking and completing the contract. Prices shown in this brochure are based on all known costs at the time of publication and may be subject to change at any time prior to the issue of our confirmation of your booking.

This brochure is issued on the sole responsibility of the tour operator. It is not issued on behalf of and does not commit the airlines mentioned or any airline whose services are used in the course of the holiday.

These terms & conditions, published 12 October 2015, supersede all previous versions.

\* 12 weeks for long haul holidays (codes beginning with 4). 8 weeks for UK holidays.

**TERMS AND CONDITIONS – TABLE 1: COMPENSATION (per passenger)**

Period before departure within which cancellation or major change is received	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY (minimum)	IF WE CANCEL YOUR HOLIDAY (minimum)	IF YOU CANCEL YOUR HOLIDAY WE CHARGE
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**RAMBLERS WORLDWIDE HOLIDAYS (SHORT HAUL)**

More than 70 days	£nil	Full refund	Deposit only
Between 70 and 29 days	£10	Full refund + £10	30% of holiday cost
Between 28 and 15 days	£20	Full refund + £20	45% of holiday cost
Between 14 and 8 days	£20	Full refund + £20	70% of holiday cost
Within 7 days or after departure date	£20	Full refund + £20	100% of holiday cost

**RAMBLERS WORLDWIDE HOLIDAYS (LONG HAUL – HOLIDAY CODES BEGINNING WITH 4)**

More than 84 days	£nil	Full refund	Deposit only
Between 84 and 29 days	£10	Full refund + £10	30% of holiday cost
Between 28 and 15 days	£20	Full refund + £20	45% of holiday cost
Between 14 and 8 days	£20	Full refund + £20	70% of holiday cost
Within 7 days or after departure date	£20	Full refund + £20	100% of holiday cost