

Millennium Tours Ltd - Booking Conditions

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1. Your reservation

All bookings are made with Millennium Tours Ltd. Your signature on the booking form will be taken as your and your party's acceptance of these booking conditions. In these conditions reference to 'you' means all persons named on the booking (including any individuals who are substituted or added at a later stage). Reference to 'we' or 'us' are references to Millennium Tours Ltd.

2. Booking

A non-refundable deposit of a minimum of £200 per person must be paid on making your booking. This amount may vary depending on the tour you wish to book. Actual amount of applicable deposit required will be shown on your tour proposal. The signed booking form together with your payment must be sent to us or your Party Organiser. Once we have received and accepted your booking a confirmation invoice will be issued and a binding contract between ourselves and the person making the booking will come into existence. All participants must be covered by an adequate travel insurance scheme and you are required to state on the booking form the name of your insurers. We reserve the right to refuse a booking without giving any reasons.

3. Payment of the balance

The balance must be paid not later than 8 weeks before departure. If the balance is not received by us in time, we shall be entitled to cancel the booking, retain your deposit and apply the cancellation charges set out in paragraph 6 below. For bookings made within 8 weeks of departure full payment will be due immediately.

4. Payment by Credit Cards

We only accept credit cards for payment of deposits due at the time of booking. We do not accept credit cards payments for settlement of outstanding balances. Outstanding balances can be settled only by debit cards, cheques and bank transfers.

5. Programme alteration by you

We will do our best to meet your requests to change the details of your booking which we have confirmed. If this would involve a major alteration to the confirmed arrangements such as a change in departure date or accommodation we may be liable for cancellation charges on your behalf and because of this we must reserve the right to treat the original booking as cancelled by you and to make cancellation charges as shown in paragraph 6 below. Any alterations to confirmed bookings of any participants travelling with the group or deviating from the basic travel arrangements of the main group will be subject to an amendment fee of £15 per person for each amendment to the booking. Amendments made within 42 days before departure will be treated as cancellations and charges will become payable in accordance with paragraph 6.

6. Cancellation by you

All cancellations must be received by us in writing. If the whole tour is cancelled by you or your Party Organiser, we will normally retain all deposits and we shall be entitled to apply the following cancellation charges:

56 days or more before departure	Deposit
56-29 days before departure	60%
28-15 days before departure	80%
14 days before departure or less	100%

For cancellation by individual party members the following conditions will apply:

(a) Before payment of balance is due, for any individual cancellation loss of deposit will be charged. If a substitute is accepted by us the deposit may be transferred. We reserve the right to decline substitutions at all times.

(b) Any cancellations made after the balance has been paid will be subject to cancellation charges as above.

(c) Cancellation charges of 100% will apply on scheduled flight tickets if you have to cancel or amend your booking once tickets have been issued. On the majority of our packages, your reservation on schedule flights will be processed and ticketed immediately upon receipt of your booking form. Tickets are valid only for the flights/dates booked and cannot be changed, transferred to any other person or refunded after issue.

(d) If party size is reduced by cancellations affecting the minimum size of the party, the tour price, any concessions and/or programme arrangements will be adjusted to reflect the new party size.

7. Cancellation or changes made by us

Your tour arrangements are planned many months in advance and though it is unlikely that we will have to make changes to confirmed arrangements, occasionally for reasons beyond our control or because of reduced party size some changes may be inevitable. Accordingly, we reserve the right at our absolute discretion to alter itineraries, programmes, flights, hotels or to cancel the whole tour should the number of participants fall below the required minimum. Additionally, if your tour organiser/party leader or lecturer is for whatever reason unable to travel with your party we reserve the right to provide a

replacement of similar professional expertise or a local professional guide. Most of these changes will usually be minor changes and we will advise you or your party organiser at the earliest possible date.

Significant changes before departure are those which will involve changing your outbound airport (except between Heathrow and Gatwick), resort area, time of departure or return by more than 12 hours, a lower standard of accommodation or a significant change to the original itinerary. All other changes will be treated as minor changes. If a significant change becomes necessary we will inform you or your Party Organiser as soon as reasonably possible if there is time before departure and we will offer you the choice of accepting the revised arrangements or cancelling your booking and receive a prompt and full refund of all monies paid to us (within 14 days). In addition, we will pay you compensation in accordance with the following scale:

Period before a significant change or cancellation is notified to you or your Party Organiser	Compensation per person
More than 56 days	Nil
29-56 days	£20
15-28 days	£35
0-14 days	£50

Please note our liabilities in respect of significant changes are in all cases limited to offering you the above choices and, where applicable, the above compensation payments. We regret we cannot meet any expenses or losses you suffer as a result of any change. No compensation is payable for minor changes and these do not entitle you to cancel or amend your arrangements. Please note, a flight delay does not constitute a change to confirmed travel arrangements and compensation payments are not payable for flight delays.

Important note: We regret we cannot accept liability or pay any compensation if we are forced to cancel or in any way change your travel arrangements due to war, riot, civil strife, strikes or other industrial dispute, terrorist activity, natural or nuclear disaster, technical problems to transport, flight delays, government action, fire, adverse weather conditions, closure of airports or ports or any other cause beyond our control or other circumstances amounting to force majeure. Travel insurance provides cover in respect of some of these eventualities.

8. Our price guarantee

We guarantee that once you have paid your deposit, the cost of your booking will not be subject to any fuel and currency surcharges but we reserve the right to increase the package price in the event of reduction in group size, a considerable increase in VAT or airport taxes and/or additional passengers protection levy which may be introduced in the future.

9. Our liability to you

i) We accept responsibility for ensuring that the travel services which you book with us are supplied as agreed in our proposals and that services offered reach a reasonable standard. We make all reasonable efforts to ensure that the travel services we offer are properly arranged and that organisations, services and accommodation used are reputable. We have, of course, no direct control over the provision of services to you by our suppliers but we have taken all reasonable precautions to ensure that all our suppliers of the services that are contracted to be provided do in all respects comply with the applicable safety laws and regulations of the country where they are provided.

Subject to these booking conditions, if any part of our services is not provided as promised, we will pay you appropriate compensation if we agree that this has affected the enjoyment of your tour.

ii) We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (provided they were at the time carrying out work authorised by us) except where they lead to death, injury or illness. Our maximum liability in all cases shall be limited to twice the value of the price paid (excluding insurance premiums and amendment changes) by the person(s) affected in total.

iii) We accept responsibility should you or any members of your party suffer death, personal injury or illness as a result of any failures to perform or improper performance or any part of our contract with you by any of our employees, agents, suppliers or subcontractors (provided they were at the time carrying out work authorised by us) except where the failure to perform or improper performance was due to:

- your own acts and/or omissions or
- those of any party not connected with the provision of your services and which were unforeseeable or unavoidable or
- an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

Where any payment is made to you or any member of your party by us in any of the circumstances referred to in this paragraph, that person must assign to ourselves or our insurers

any rights they may have to pursue any third party. That person must further agree to fully cooperate should we or our insurers wish to enforce those rights.

iv) In respect of carriage by air, sea, rail and road and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

v) Should you or any member of your party suffer illness, personal injury or death through misadventure as a result of activity which does not form part of your foreign inclusive travel arrangements nor part of any excursion sold through us, we shall endeavour to provide reasonable assistance. This assistance may, subject to our approval and our reasonable discretion, include financial assistance with legal expenses to enable the person concerned to take proceedings against the third party responsible provided such assistance is requested within 90 days of the date of misadventure. All assistance is provided subject to a maximum total cost to ourselves of £5,000 per booking form. In addition if the person concerned is successful in obtaining a costs order against any third party or is able to claim under any insurance policy they may have, we shall be entitled to recoup from that person the costs actually incurred by us.

10. Complaints

If you or any party member have a problem during your holiday, it is a legal requirement that you inform the relevant supplier (e.g. hotel) and our local representative or local agent as soon as possible who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must obtain written confirmation from the supplier or our local representative of the complaint lodged. You must follow this up within 28 days of the end of your holiday by writing to Millennium Tours Ltd at our office giving full details of your complaint. It is therefore a condition of this contract that you communicate any problems to the supplier of the service in question and our local representative or agent whilst in resort. If you fail to follow this simple procedure, we cannot accept liability in respect to any claim. It is unlikely that you will have a complaint that cannot be settled amicably between us. Accordingly, we will endeavour to agree a reasonable level of compensation, if appropriate.

11. Data Protection

We are usually required to provide travellers' personal information such as names, addresses and passport details to airlines, hotels, public authorities such as customs and immigrations if required by them, or as required by law. In making your booking you consent for this information to be passed to the relevant parties. We take full responsibility for ensuring that proper security measures are in place to protect your information.

12. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

13. Your financial protection

When you buy an ATOL protected flight or flight inclusive holiday from Millennium Tours Ltd under our Air Travel Organiser's Licence number 10040, 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, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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, or the suppliers identified on your ATOL certificate, are unable to provide the services (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.