

## Booking Terms & Conditions 2016/7

All bookings must be made by a person aged eighteen years or over. Where the booking is for more than one person, the first named person will be treated by us as the "lead name" for the booking. You, (the client & the lead name's) contract is with Link Express Limited trading as Travel Gallery & also as Images of Sri Lanka, of 5a Gloucester Road, South Kensington London SW7 4PP referred to as "we" or "us" in this contract. A binding contract is only entered into when we issue a confirmation invoice. By contacting us, and/or your travel agent, to make a booking you accept that you have the authority to bind all members of your party to these terms and conditions. It is essential that you check the travel details on the confirmation invoice and inform us immediately of any errors. Your booking is also subject to the conditions of carriage of your chosen airline, where applicable. In addition to these general booking conditions, specific relevant destination information maybe quoted to you at the time of booking.

**ATOL** - Air Travel Organiser's Licence. We are holders of Civil Aviation Authority ATOL licence 10172. You will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements.

**ABTA** - we are a Member of the Association of British Travel Agents (ABTA), membership number Y2545. 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)

### 1. YOUR FINANCIAL PROTECTION

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, 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 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 maybe re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### 2. PAYMENT FOR YOUR HOLIDAY

(i) You will be notified at the time of booking of the price of your holiday. A minimum non-refundable deposit of £500 per person or 20% of the total holiday price (whichever is greater) is required at the time of booking. In some circumstances we will need to vary the deposit and hold a non-refundable deposit in excess of 20% as appropriate. Furthermore, on occasions our suppliers may require additional amounts up to the full payment in advance for certain bookings (e.g. peak season bookings).

(ii) The balance is due 10 weeks prior to departure. If the booking is made less than 10 weeks before departure, the full amount is due at the time of booking. If any balance remains unpaid, travel documentation will not be issued and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below.

(iii) Final travel documents will usually be sent out approximately 2 weeks before departure.

(iv) All money paid to a travel agent will be held by the agent on our behalf. If you choose to pay the balance of your holiday by credit card a 2.5% levy will be charged. No charge is levied for payment by debit card. Online payment direct to Link Express Limited's bank account can also be arranged, clients are responsible for any bank charges associated with any such payments.

(v) In some cases quotations will be based on instant purchase, limited availability non refundable airfares and full payment of the total holiday cost must be made at the time of booking. Full details will be given at the time of enquiry.

### 3. INFORMATION AND MARKETING MATERIAL

Whilst we make every effort to ensure that the information which we provide in any brochure, in an itinerary and on our website is as accurate as possible, it is produced many months before your holiday takes place. We reserve the right to make changes to such information. You will be informed of any material changes before booking. We are only responsible for information contained within our own publications and websites. We are specifically not responsible for third party information (e.g. tourist boards and hotels) contained in any other brochures or websites. Whilst we will endeavour to comply with any special requests such as airline seating, dietary and room requirements, these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided. Furthermore, we are only responsible for excursions and activities sold by us and which form part of your holiday contract.

### 4. AMENDMENT AND CANCELLATION BY YOU

(a) Amendment - we will do our best to assist you in altering your arrangements after booking but cannot guarantee this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we reserve the right to charge a £100 administration fee per person plus any applicable charges levied by our suppliers. Whilst we will endeavour to accommodate changes within ten weeks of departure, we also reserve the right to treat any amendment less than ten weeks prior to departure as a cancellation and apply the cancellation charges set out below.

(b) Cancellation - all cancellations must be made in writing by the person who made the booking and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges:

Number of days prior to departure & cancellation charge as a percentage of total holiday price:

61 days or more forfeit deposit  
60-43 Days 50%  
42-31 Days 75%  
30 Days or less 100%

The penalties are in addition to the non-refundable elements of the booking which have been contracted on your behalf and notified to you at the time of booking. Agents or third party organisations acting on our behalf are unable to amend or change the contract or terms and conditions within it.

### 5. AMENDMENT AND CANCELLATION BY US

(a) Amendments - it is occasionally necessary for us to make changes to advertised products and services and we reserve the right to make such changes. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable. If the change is material (for example, a change of flight time by more than 12 hours, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of (i) accepting the alternative arrangements or (ii) arranging an alternative holiday with us or (iii) cancelling your holiday.

(b) Changes during the holiday - if we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation.

(c) Cancellation by us - whilst we hope we will never have to cancel your holiday this does very occasionally happen and we reserve the right to do so. Should it be necessary to cancel your holiday we will endeavour to offer alternative travel arrangements of equivalent or similar standards, together with a price refund if appropriate. Alternatively we will provide a full and prompt refund

(d) Force Majeure- We accept no responsibility where an amendment, change or cancellation of the holiday is due to "force Majeure", being unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes of schedules or operational decisions of transport providers.

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### 6. PRICES

(i) All prices advertised and or quoted in itineraries are based on sharing a twin/double room and are in pounds sterling unless otherwise shown and are subject to change, up or down, until the booking is concluded. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, government approved taxes (including VAT), both in the UK and overseas, fees chargeable for services (including landing taxes and embarkation and disembarkation and security fees at airports), Government action or exchange rate variation.

(ii) Where we are notified of an increase in airfare or other arrangement and have the option to secure the price by payment and issuing of the ticket or payment for the service, we will notify you accordingly and give you the option to pay settle this element of the balance before the balance due date, in order to mitigate the cost increase. If you chose not to make such a payment, you will be liable for any increase in the holiday cost.

(iii) If the surcharge would increase the cost of your holiday by 10% or more, you may cancel your holiday and receive a full refund, less any non-refundable deposits which we may have paid out to our suppliers.

(iv) We will absorb, and you will not be charged, for any increase equivalent to up to 2% of the original price of your holiday (excluding amendment fees). No surcharges will be made within 30 days of departure.

(v) Prices are calculated at the time of booking based on the current exchange rate of the GB Pound. We mitigate any potential exchange rate impact by buying forward foreign currencies.

### 7. OUR RESPONSIBILITIES TO YOU

We take care to ensure that all involved in the preparation and supply of your holiday maintain the highest standards. Please remember that the appropriate standards will be those prevalent in your destination which may not be the same as developed international standards.

(a) We act only on behalf of hotels, airlines and transport providers and other sub-contractors providing services in connection with Link Express Limited's holidays. In the absence of negligence on Link Express Limited's part, we are not responsible for personal injury or property damage arising out of the act or negligence of any direct air carrier, hotel or other subcontractor or person, rendering any of the services or accommodations offered. You (the client) agrees to the foregoing, and also agrees that we will not be or become liable or responsible for any loss, default, or injury of any person, company, or other legal entity engaged to supply the same.

(b) Should failure in your holiday arrangements relating to you or any member of your party being killed, injured or becoming ill during or as a result of, carriage by aircraft, ship, train or coach as part of the holiday arrangements organised by us our liability to pay compensation is limited in accordance with the liability of the carrier/service under any international convention which governs such services.

(c) Our liability to you does not apply if you or any member of your group is at fault; if the failure is the fault of someone else not connected with providing the services which form part of our holiday contract with you; the failure is due to any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all care possible or the failure is due to any event which we or the supplier of any service could not help, expect or prevent.

(d) Any acceptance of liability is subject to you agreeing to assign to us your rights against any third party responsible for the events leading to your claim and to you affording us all necessary assistance in pursuing that claim.

(e) This contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

### 8. PASSPORTS, VISAS AND OTHER ESSENTIAL TRAVEL DOCUMENTATION

It is your responsibility to ensure that all necessary passports are machine readable. You should also ensure that all necessary visas, international driving licences, vaccinations and other health documents are in order. All passports must have a validity of at least six months from your scheduled return date to the UK. You will generally need clear/clean pages for visas, as required, to be inserted, in many cases this will require two blank pages for a visa stamp. You must read all documentation that is supplied to you and ensure that all information contained within is correct. Failure to do so may incur amendment charges which are your responsibility. Some countries and airlines now require additional passenger information (API). We will inform you which countries require this information. This information is compulsory and is required by authorities. It is essential that all clients provide the API prior to travelling. Failure to provide this information may

result in you being denied boarding for your flight. No refund will be permitted and any additional costs will be borne by the named clients.

### 9. TRAVEL INSURANCE

Your holiday package with us does NOT include travel insurance and it is your responsibility to ensure you have adequate insurance cover. In accordance with normal industry practice, we will require you to have adequate travel insurance to provide accident and medical cover before your holiday departs. Such insurance should ideally be valid from the date of booking, be valid throughout the holiday duration and financially cover any probable loss through cancellation, amendment, accident or health related problems. You should ensure you are covered for all activities you are planning on your trip.

### 10. DATA PROTECTION POLICY

We will not loan, rent or sell to any third parties personal details which you have provided to us, without your express permission. In order for us to process your booking we need to store and record your information, including data as supplied. This may include transfer of such information outside of the European Economic Area to parties involved in the arrangements of your holiday. Equally we use such information for updating our mailing lists and from time to time you may receive travel related information from us, unless you advise us accordingly.

### 11. UK FOREIGN OFFICE ADVICE ON OVERSEAS TRAVEL

Prior to booking and travelling abroad, you should seek advice and guidance on your chosen destination from the UK Foreign Office. For your guidance, we suggest you visit the website of the Foreign Office on: [www.fco.gov.uk](http://www.fco.gov.uk) or telephone: 0845 850 2829. The website is regularly updated and provides you with country-specific information, including advice on terrorism and general matters on health and safety.

### 12. COMPLAINTS

If you have any complaint or problem whilst on holiday you must inform us, our representatives or the supplier as soon as possible and without delay whilst on holiday to give us the maximum opportunity to rectify it at the time. Any unresolved complaints must be notified to us in writing within 28 days of your return, giving us your booking reference and all other relevant information. It is unreasonable and in breach of your contractual obligations to us to take no action whilst on holiday, but then to write and complain upon return. If you fail to follow this procedure and we are deprived the opportunity to rectify the matter whilst you are on holiday this may affect your rights under this contract for compensation as appropriate. Please also see the clause under ABTA within these terms and conditions which relates to complaints.

Travel Gallery & Images of Sri Lanka are trading divisions of Link Express Limited

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