



HELENTOURS CONCIERGE MANAGEMENT LTD BOOKING CONDITIONS:

The booking terms and conditions outlined below, along with the General Information contained on our website will govern your (you, you're) relationship with (we, our, us). Read through them carefully as they set out ours, as well as your respective rights and obligations.

Your contract is with:

Helentours Concierge Management Ltd, registered in England under the Company Registration Number 9303277 whose office is registered in Unit number 215, 1 Meadlake Place, Thorpe Lea Road, Egham TW20 8HE, Great Britain

We hold an Air Travel Organizer's License (TIDS Number 96006750)

The following booking terms and conditions are only applicable to arrangements made in the UK, in which we agree to make or provide the service as part of our contract with you. All booking arrangements in this booking terms and conditions will be referred to as either "holiday", "booking", "contract", "tour", "package" and "arrangements". In addition to that, "you" and "you're" will be referred to all persons named on the booking (this includes anyone who is added on or substituted by at a later date). "We", "us" and "our" will be referred to Helentours Concierge Management Ltd.

The start date of any arrangements booked with us will be referred to as "departure" or "departure date".

These booking conditions will be applied to any arrangements which we (as your tour operator) book for you.

1. Your holiday booking

To make a booking and to confirm it, the person making the booking ("group leader") must provide us with all details required, including the payment referred to in Clause 2. The group leader may be asked to complete a booking form, and in which must be authorized to make the booking on the grounds of this booking condition by all persons named on this booking, including consent given by parents/guardians for members who are under 18 when bookings are made. By requesting our service to make any bookings, the group leader confirms that he/she is over the age of 18, is authorized to do so and that you accept these booking conditions. The group leader is responsible for making any payments due to us. The completed booking form must be signed, and then be sent to us along with any payments required. Subject to availability, upon receiving all appropriate payments, we will confirm your holiday by issuing a confirmation invoice and booking reference. This invoice will be sent to the group leader. Kindly read through and check this invoice carefully as soon as you receive it. Should any information that appears on the confirmation invoice or booking reference appears to be incorrect, or incomplete, contact us immediately as it may not be possible to make any changes

later on. We regret to inform you that we will not be accepting liability if you fail to notify us of any inaccuracy in any document within two weeks (14 days) of us sending it out. We will do our very best to amend any mistakes notified to us outside these time limits, however, you must meet any costs involved in doing so. The only exception to this requirement to cover the costs required is where the mistake was made by us and there is a valid reason why you failed to notify us within these time limits.

2. Payment

In order for us to confirm your chosen holiday, the required deposit (per person) (or full payment for bookings within eight weeks of departure) must be paid at the time of booking. The balance of the holiday costs must be received by us no less than 10 weeks prior to departure. The date will be confirmed on the invoice sent to you. Unfortunately, reminders will not be sent. In the case that we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking(s). In this case, we will be entitled to keep all deposits paid (or due) on that date. If we do not cancel right after because you have promised to make any payments, you (group leader) are required to pay the cancellation charges (as shown in Clause 6) depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract will come into existence when we send your confirmation invoice and booking reference to the group leader. We both (Helentours Concierge Management Ltd. and you) agree that the English Law (and no other) will be applied to your contract and to any dispute, claim or any other matter between both parties. We both also agree that any dispute, claim or other matter between both parties must be dealt with by the courts of England and Wales unless you reside in Northern Ireland or Scotland. In which case, proceedings must either be brought in the courts of your home country or those in England and/or Wales. If proceedings are brought in Northern Ireland or Scotland, you may choose to have your contract and any dispute, claim or any other matter of any description that arises between both parties governed by the law of Northern Ireland or Scotland as applicable. However, if you do not choose, English law will be applied.

4. Costs of your holiday

We, Helentours Concierge Management Ltd., reserve the right to make amendments to and correct errors and mistakes in advertised prices at any time before your trip is confirmed. We will thereby advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note, however, that changes and errors occasionally occur. It is your responsibility to check the price of your chosen holiday at the time of booking.

Once the price of your chosen holiday has been confirmed at the time the booking is made, subject to the correction of errors made, we will only increase or decrease the price in the following circumstances. Price increases or decreases upon booking will be passed on by way of either a surcharge or refund. The surcharge/refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs, or in dues, taxes or fees payable for services (such as landing taxes or embarkation/disembarkation fees at ports or airports, or in the exchange rates which have been used to calculate the cost of your trip.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday will we impose a surcharge. Should any surcharge be greater than 10% of the cost of your booking, you will then be entitled to cancel your booking and receive a full refund of all payments made to us (excluding amendment charges), or alternatively, book another trip with us (refer to clause 8).

You have 14 days from the date of the confirmed booking to inform us if you wish to choose

option (b) or (c) as set out in clause 8. Should you fail to inform us that you wish to choose either of these options within this period of time, we are therefore entitled to assume that you no longer wish to do so and agree to pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date as stated in your surcharge invoice, whichever is the later.

A refund will only be payable should the decrease in our costs exceed 2% of the entire cost of your trip as set out above. In any case, where a refund is due, we (Helentours Concierge Management Ltd.) will pay you the full amount of the decrease in our costs. We promise not to impose a surcharge within 30 days of your departure. In addition to that, no refund will be payable if any decrease in our costs occurs during this period.

5. Changes by you

Should you wish to make any changes to your confirmed booking, it is your responsibility to notify us in writing as soon as possible. Whilst we will try our very best to assist in your request, we cannot guarantee we will be able to meet any such requests. In any case that we are able to assist, an amendment fee of £100 per person/booking will be made with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

6. Cancellation by you

In the case where you or any member of your group would need to cancel your booking with us once it has been confirmed, the group leader must immediately advise us in writing. Your notice of cancellation will only take effect when it is received in writing by us. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person cancelling, excluding any amendment charges. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

The period prior to departure within which written notice of cancellation is received by us; here we have broken down the cancellation charge per person:

62 days or more: deposit only

62 – 28 days: 70% of the total holiday cost

Less than 27 days: 100% of total holiday cost.

For confirmed bookings, during blackout dates (i.e. festive season) cancellation is not possible without incurring a charge.

The charge is individual and depends on the cancellation policy of a particular hotel or resort. Depending on the situation, and on the reason for cancellation, you may be able to reclaim these cancellation charges under the terms referred to in your insurance policy. Claims must be made directly to your insurance company.

In the case where any cancellation reduces the number of full paying party members below the number on which the price, discounts, or other concessions agreed for your booking were based, we will thereby recalculate these items and send out another invoice accordingly. Should any member of your group be prevented from travelling, that person may transfer their place to someone else (within your group) providing we are notified no less than two weeks before departure. In this case, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with a fee of £100 must be paid before the transfer is effective. For flight inclusive bookings, you are responsible to pay the charges imposed by the airline concerned. As most airlines do not permit a name change after tickets have been issued, these charges are likely to be the full cost of the entire flight(s).

In event of cancellation any refund due to you, less by cancellation charges, will take up to 90 days to process.

7. Insurance

Kindly ensure you purchase an insurance policy that is suitable for your particular needs, and provides all the cover required as soon as possible and ideally at the time of booking so that you have protection in the event that you would need to cancel for any reason. Please read your policy details with care and take them with you on holiday.

8. Changes and cancellation made by us

On very rare occasions, we might have to make changes to and to correct errors in the website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst it is in our best interest to avoid changes and cancellations, we, however, must reserve the right to do so. We will however promise to only cancel your confirmed booking within 8 weeks or less before departure in the situation where you have failed to comply with any requirement of these booking conditions entitling us to cancel. We will not cancel after this date for any reason. Most changes are minor, and only in certain cases would we have to make a bigger change. This is referred to a change made before departure, which taking account of the information you provide us at the time of booking and in which we can reasonably be expected to know as a tour operator, we can expect to have a major effect on your holiday. These changes are likely to include the following when made before departure; a change of accommodation to that of a lower official classification (e.g. 5 stars to 4 stars) for the majority of the time of your holiday, a change of outbound departure time or overall length of time you are always of twelve or more hours, a change in UK departure point to one which is more inconvenient for you and your group, and in the case of tours, a significant change or itinerary missing out one or more major destination substantially, or altogether.

If we have to make this change or cancel, we will notify you as soon as possible. Should there be time to do so before departure, we will thereby offer you the choice of the following options:-

- (a) accepting the changed arrangements; or
- (b) purchasing an alternative holiday, of a similar standard to that originally booked, subject to availability. We will offer you one of the alternative holidays or equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday you purchased. If this holiday is cheaper than the original confirmed booking, we will refund the price difference. Should you choose to reject the holiday we specifically offer to you, you may choose any of our other available holidays. You must, therefore, pay the applicable price of such a holiday. This will mean you paying more if it is more expensive or receiving a full refund if it is cheaper; or
- (c) cancelling or accepting the cancellation in which case you will receive a full refund of all payments made to us.

If we have to make a significant change or cancel, we will pay you the compensation (if appropriate) set out below depending on the circumstances and where the change or cancellation is notified to you subject to the following exemptions. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable, and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel, or if the change made is a minor one. A minor change is referred to any change which we can be reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

Here we have broken down the period before departure within which a significant change or cancellation will be notified to you or your travel agent and the compensation per person.

More than 70 days: NIL

70 – 42 days: £20

41 – 28 days: £30

27 – 15 days: £40

14 – 0 days: £50

In very rare situations will you be forced to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely, however, if this situation does arise, we regret to inform you that we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

In event of cancellation any refund due to you, less by cancellation charges, will take up to 90 days to process.

9. Our liability to you

(a) We promise to ensure that any arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed, or provided with exceptional skill and care. Subject to these booking terms and conditions, we will accept responsibility in the event that you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove inadequate as a result of a failure of us (Helentours Concierge Management Ltd., our employees, agents or suppliers) to use reasonable skills and care in making. Please also note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. We will only be responsible for what our employees, agents or suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had requested of them.

(b) We will not be held responsible for any injury, illness, death, loss (including loss of personal possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –

– the act(s) and/or omission(s) of the person(s) affected or any member(s) of their group/party or

– the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable

(c) We cannot accept responsibility for any services not formed under our contract, i.e. any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website as being included within the price paid for your trip, and we have not agreed to arrange for you and any excursion, activities or other services you purchase whilst during the duration of your holiday. In addition to that, regardless of any wording used by us on our website, we only promise to use reasonable skill and care as set out above and we do not have any liability to you.

(d) The promises we (Helentours Concierge Management Ltd.) make to you regarding the services we have agreed to provide as part of our contract (and the law and regulations of the country in which your claim or complaint has occurred) will be used as grounds for deciding whether the services in question had been properly provided. Should the particular service which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. Note that this will be the case even if the services did not comply with the laws and regulations of the United Kingdom which would have applied had those services been provided in the United Kingdom. The only exception to this is whereby the claim or complaint concerns the absence of a safety feature that might lead to a reasonable holidaymaker refusing to take the holiday in question.

(e) In the case where any claim or part of a claim (including those involving death or personal injury) arises in regard to any travel arrangements provided by any air, sea, rail or road carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. The maximum amount that we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis

is the most the carrier concerned would have to pay under the international convention or regulation that applies to the travel arrangements in question. Kindly note that in the situation where the carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim (or part of it), we will not be obliged to make a payment to you for that claim (or part of it). When making any payment, we will be entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. *Copies of the international conventions and regulations are available upon request.

(f) We cannot accept any liability for any damage, loss, expense or other sums of any description (1) which on the grounds of the information given to us by you regarding your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or (2) which did not result from any breach of contract or other faults by ourselves (Berkeley Travel Ltd.), our employees or, where we are responsible for them, our suppliers. In addition to that, we cannot accept liability for any business losses including self-employed loss of earnings.

10. Excursions, activities and general area information

We may provide you with information regarding activities, excursions and other services that are available in your destination. We have no involvement in such activities that are not run, supervised or controlled by us. They are provided by local operators or other third parties who are entirely independent. They do not form any part of your contract with us (Helentours Concierge Management Ltd.), where we suggest third parties or assist you in making a booking for such activities and/or excursions, they can be booked through your hotel or local agent and information centers. We cannot, therefore, accept any liability on any grounds related to such activities and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. However, we do not exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. In addition to that, we cannot guarantee the accuracy of the information given in relation to such activities or about the area you are travelling to as they are not under our control to do so. We can give advice to you regarding the latest known situation at the time of booking upon request.

11. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of “force majeure”. In these booking conditions, “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

12. Complaints and problems

In the unlikely event that you experience any problems with your holiday and have any reason to make a complaint, kindly inform our local agent and the supplier of the service(s) immediately. All verbal notification must be put in writing and must be passed on to our local agent as soon as possible. We need to know about a problem and/or complaint before we can begin to resolve it. We will try our very best to resolve the issues for you. However, if you remain dissatisfied, kindly write to us within 28 days of your return to the United Kingdom, providing your booking reference and full details of your complaint. Please bear in mind that only the group leader is required to write to us. Should you fail to follow these simple complaints procedure, your right to claim the compensation you may be entitled to may be affected or even lost as a result.

13. Behavior

Upon booking with us, you agree to accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner, manager or any other supplier. Should the actual cost of the loss or damage exceed the amount paid where estimated, you must pay the difference upon knowing. If the actual cost is less than the amount paid, the difference will thereby be refunded to you. You also agree to be responsible for meeting any claims made against us and all costs incurred by us (including yours, and the other party's legal costs) as a result of your actions. Kindly ensure that you have appropriate travel insurance to protect yourself should this situation arise. We expect all clients to have considerations for other people. If in our responsible opinion, or in the opinion of any other person in the authority, you behave in such a way as to cause or be likely to cause danger, distress or upset to any third party or damage to property, we are entitled (without prior notice) to terminate the holiday of the person(s) concerned. As such, the person(s) affected or concerned will be required to leave the accommodation or other service. We will thereby have to further responsibility towards such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs involved as a result of this termination.

14. Conditions of Suppliers

Many of the services that you experience on your holiday are provided by independent suppliers. These suppliers provided these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, normally in accordance with applicable International Conventions. Copies of the relevant terms and conditions are available upon request from (Helentours Concierge Management Ltd.) or the suppliers themselves.

15. Special requests and medical problems

Should you have any special requests, kindly advise us in writing at the time of booking. Although we will try our very best to conform to these requests, we regret to inform you that we cannot guarantee that these requests will be met unless we have specifically confirmed this. For your own protection, please obtain confirmation in writing from us that your request will be complied with. Confirmation that a special request has been noted or passed to our suppliers, including the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless specifically confirmed, all special requests will be subject to availability. We regret that we cannot accept any conditional bookings, i.e. any booking that is specified to be conditional on the fulfilment of a particular request. All such bookings will thereby be treated as 'standard' bookings subject to the provisions above on special requests.

If you have any medical problems or disability that may affect your holiday, including any special requirements as a result of any medical condition or disability, kindly inform us before you confirm your booking so that we can advise regarding the suitability of the chosen arrangements. In any event, please provide us with full details in writing at the time of booking and whenever any change in the medical condition or disability occurs. Please also inform us immediately should any medical condition or disability that may affect your holiday develops after your booking has been confirmed.

16. Passports, visas and health requirements

The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays we offer are shown elsewhere. A full British passport takes approximately 2-6 weeks to obtain. Should any member of your group not yet have obtained a passport, our recommendation to you is that you should apply for one at least 6 weeks before your departure.

The United Kingdom Passport Service will have to confirm your identity before issuing your first passport and will ask you to attend an interview in order for this process to be complete. Requirements, however, may change and it is your duty to check the up to date position in good time before leaving on your holiday. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travelers) available from your local Department of Health by telephone (08701 555455) and in most post offices. It is the group leader's responsibility to ensure that all members of the group are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret to inform you that we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If any member of your group is not a British citizen or holds a non-British passport, kindly check the passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel documents results in fines or surcharges imposed on us, you will be responsible for reimbursing us accordingly.

17. Prices and Website Accuracy

Kindly note that the information and prices shown on our website may have changed by the time you book your holiday with us. Whilst every effort is ensured to see that the accuracy of the website and prices at the time of printing, errors do occur, however. You (group leader) must therefore ensure to check all details of your chosen holiday with us at the time of booking (this included the price of holidays).

This website is our sole responsibility. It is not issued on behalf of and does not commit any independent organization/carriers whose services are featured in it.

18. Delay and Denied Boarding

Regrettably, we have to inform you that we are not able to offer you any assistance in the event of a delay at your outbound point of departure. The airline concerned may, however, provide refreshments and on some occasions, accommodation. We are therefore not accepting liability for any delay which is due to any of the reasons set out in clause 10 specified in this booking terms and conditions. Should your flight be cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances that would entitle you to claim compensation payments or any other payment from the airline under EC Regulation No. 261/2004 – the Denied Boarding Regulations 2004, it is your responsibility to pursue to the airline for the compensation or other payment due to you. All monies you receive or are entitled to receive from the airline concerned on the grounds of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellations, delays, downgrading or denied boarding. This will include any disappointments, distress, inconvenience or effect on any other arrangements. The fact that a delay occurs may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We will not accept any liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial or any boarding as the full amount of your entitlement to any compensation or other payments is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with the regulations, you should complain to the Air Transport Users' Council on 020 7240 6061 or visit their website at www.auc.org.uk.

19. Safety standards

Kindly note that it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the United Kingdom. As a general rule, these requirements and standards will not be the same as

the United Kingdom and may sometimes be lower than expected.

20. Flights

Under the EU Directive (EC) No. 2111/2005 Article 9, we (Helentours Concierge Management Ltd.) are required to bring to your attention the existence of a 'community list' which contains details of air carriers who are subject to an operating ban within the European Union. The community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm. In addition to that, we are also required to advise you of the actual carrier(s) (or the likely carrier(s) that will operate your flight(s) at the time of your booking); in this case, we will inform you of the identity of the actual carrier(s) as soon as it has come to our attention. You will be notified as soon as possible if there are any changes to the operating carrier(s) once your booking has been confirmed. Should the carrier with whom you have a confirmed reservation becomes subject to an operating ban, we/the carrier are unable to offer you a suitable alternative, the provisions of clause 8 will apply.

The flight timings provided on bookings and detailed on your confirmation invoice are for general guidance only, it is important to note that this is subject to change. The latest timings will be displayed on your tickets which will be dispatched to you approximately two weeks prior to departure. You must accordingly check your tickets very carefully immediately on receipt to ensure that you have the correct flight times. It is a possibility that the flight times may be changed even after tickets have been issued. In the case that this occurs, we will contact you as soon as possible to notify you of the change.

We are not always in a position to confirm the airline, aircraft type and airport of your chosen destination which will be used in connection with any flight included in your holiday. This information is provided at the time of making your booking is subject to change and/or availability. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

21. Foreign Office Advice

The Foreign and Commonwealth Office published regularly updated travel information on their website at www.fco.gov.uk/knowbeforeyougo. You are recommended to visit their website and consult before booking, and in good time before your scheduled departure

