

Your Contract with Kelso Travel

1 Your Contract

These booking conditions set out clearly and simply the responsibilities which we at Kelso Travel have to you and which you in turn have to us when a contract is made between us. The contract is made on the terms of these conditions and on the basis of the written confirmation which we will send to you within two weeks of receiving your signed booking form whereby you agree to be bound by these conditions. When signing the booking form you do so on behalf of yourself and the others named in your party and confirm that you have read, understood and accepted these booking conditions. Under no circumstances does any agent of ours have the authority expressly or impliedly to alter the terms and conditions of your contract unless expressly authorized to do so in writing by us.

2 Payment for the holiday

When you make your booking, you must sign the booking form and pay the deposit, which is non-returnable, and the balance must be paid at least eight weeks prior to departure. If the balance is not paid in time, we reserve the right to cancel your Holiday, retain the deposit and apply cancellation charges. If you book within eight weeks of the departure date, then you must pay the full cost on booking. Where a Holiday is priced at £150 or less then the whole purchase price is also payable on booking. Any money paid to a Travel Agent under or in contemplation of this contract is held by the Agent as Agent for Kelso Travel until the date on which the Agent pays the money to Kelso Travel.

3 Holiday Price

Whilst we make every effort to avoid surcharges we do reserve the right to levy these due to circumstances outside our direct control, such as currency fluctuations, VAT or other Governmental action, but if such surcharges were to equal or exceed 10% of the Tour price then you have the option of cancellation with the return of the Tour price save only for deduction of any Tour insurance, but such option must be exercised within fourteen days of our notification of increase to you. Please note that we reserve the right to amend any Tour price at any time but not once your booking has been confirmed other than as set out in this clause.

4 Cancellation

You, or any members of your party, may cancel your booking at any time provided that the cancellation is made by the person signing the booking form (except where this is impossible in which case please notify us of the circumstances) and is communicated to us in writing. As this incurs administrative costs we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown:

Period before departure within which written confirmation is received and the applicable cancellation charges:

More than 28 days	Deposit
28 - 15 days	45%
14 - 8 days	60%
8 - 3 days	75%
2 days before or after	100%

The minimum cancellation charge is always £150.

NOTE: If the reason for your cancellation is covered under the terms of an insurance policy you may be able to reclaim these charges

5 If you have a complaint

If you have a complaint about any element of your Holiday, you must inform your representative/agent, and the supplier immediately. Matters can be most easily sorted out for you on the spot whilst you are in the resort, when your representative/local agent can see and understand the exact nature of any problems you have. In the unlikely event that matters cannot be resolved to your satisfaction in the resort, details of the complaint should be notified in writing to our Head Office within twenty-eight days of returning from your Holiday. We

shall not accept any liability in respect of claims that we receive after that date, or which have not been reported to both your local representative, agent and the supplier.

6 Conditions of Carriage

When you travel on a coach, train, ship or with an air or sea carrier, their Conditions of Carriage apply, some of which may limit or exclude liability. Your contract made with us under the terms of these conditions is subject to English law and jurisdiction.

7 Travel and Health

Where travel and health documents (including but not limited to passports and visas) are required for your Holiday, it is your responsibility to procure them in the requisite form and Kelso Travel cannot be held liable in any way for your failure to do so.

8 Holiday Participation

We at Kelso Travel reserve the right to decline to accept or retain any person as a client at any time, and we shall be under no liability for any extra costs incurred by such person as a result of our doing so. In our absolute discretion we reserve the right to refuse a booking or to terminate a passenger's Holiday without notice in the event of their behaviour being such that it is likely in our opinion to cause distress, damage, or annoyance to our customers, employees, agents, property or third party. If you are prevented from traveling because, in the opinion of the person in authority, you appear to be unfit to travel or cause distress as above then our responsibility for your Holiday ceases immediately. We further reserve the right to charge the full cancellation charges.

9 Other conditions

You may not bring a pet or another animal (except a Guide Dog and then only with the prior arrangements being made), play a record or cassette on a coach or smoke on a coach at any time. You are also responsible for ensuring that you are at the correct departure point at the correct time and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point.

Our commitment to You

10 Provision of your holiday

We accept responsibility for ensuring that the holiday booked with us is supplied as described in our literature subject to any minor alterations and that the services offered reach a reasonable standard. We also accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where there has been no fault on the part of our employees, agents or suppliers and the cause was your own fault, the actions of someone unconnected with your Holiday arrangements or one which neither ourselves, our agents or supplier could have anticipated or avoided even with the exercise of all due care. All Holidays offered by Kelso Travel are strictly subject to availability.

11 If we change your holiday

The arrangements for our Holidays are made many months in advance and changes are sometimes unavoidable. Most of these changes are of a very minor nature but where they are significant we will notify you as soon as is reasonably possible prior to your departure. We would regard as significant material alterations changes such as in departure point or a reduction in the standard of hotel accommodation and, in those events, you will have the choice, always provided that full payment has been received by us, of either continuing with the Holiday or canceling and receiving a full refund but such cancellation must be notified to us in writing no more than 14 days after we notify you of the significant alteration.

12 If we cancel your holiday

If circumstances should arise in which we have to cancel your Holiday then our liability will be limited to the refund

to you of all the money which you have paid to us for that particular Holiday.

13 Death, Bodily Illness, Injury

We do not accept responsibility or liability for death, bodily illness or injury by or to any of your party unless caused by the negligent act or omission of our employees, agents, sub-contractors or suppliers and any claims arising therefrom shall be governed by the law of England and Wales and you agree to submit to the exclusive jurisdiction of the English Courts.

14 Force Majeure

We reserve the right to modify itineraries or alter your Holiday in the event of any force majeure, health risks, reason of war or threat of wars, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problems to transport, closure or congestion of airports or ports, cancellations or changes of schedules by airlines and similar events beyond our control.

15 Elements outside our control

The following circumstances fall outside our direct control and accordingly we are not prepared to accept any responsibility or liability for them:

1. We make every effort to ensure that proper Holiday arrangements have been made and that the suppliers of the services which you will enjoy during the Holiday are efficient and reliable. However we do not have direct control over the provision of such services to you by those suppliers and we do not accept any liability for any loss, howsoever caused, arising from the actions or omissions of such suppliers or services or their employees who were not our servants or agents.

2. Please remember that some amenities require maintenance in cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely in the hands of the service provider. Such items fall outside our direct control and we cannot accept any responsibility or liability.

3. Some tours include the use of ferries and other forms of transport which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative will be offered.

16 Running Times

The published running times are estimates only and we will not be liable for any loss (howsoever caused) arising from the delay or failure to operate services in accordance with published timings. The responsibility in respect of air and sea carriers are at all times subject to their conditions of carriage.



Financial Protection We are licensed by the Civil Aviation Authority. This ensures that in the event of our failure your money will be protected; if you are on holiday at the time, arrangements will be made for you to complete your holiday and return home. The flights we provide are supplied by other ATOL holders and are protected by their bonds. For further information, visit the ATOL website at www.atol.org.uk

Payment for your flight Where your flights are provided through us, the payments you make are held by us in our trust account on behalf of the ATOL holder who is supplying your flight, until the date we pass the money to that ATOL holder. The ATOL holder supplying the flight will issue an ATOL confirmation invoice to confirm its contract with you. We will forward it to you no later than the day after it has been received.