

# BOOKING CONDITIONS

These are the booking conditions of Strachan Sports Travel, a division of Sam Smith Travel Ltd.  
ABTA L4290. ATOL 6986.

## YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package and/or flights from Strachan Sports Travel you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6986.

In the unlikely event of insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

## YOUR CONTRACT

Bookings must be submitted to the company, by completing our booking form and accompanied by the appropriate payment. The booking form must be signed by a member of the party who must warrant that you have the authority to enter into this contract on behalf of all other members of the party and that you are also responsible for ensuring due payment of all monies payable in respect of the booking, in the event of default by any member of the party. Upon receipt of the booking form and payment, the contract between us will be created when we issue a written confirmation which will indicate the arrangements booked and thereafter any monies held by a Travel Agent will be held by such agent for Strachan Sports Travel. This agreement is governed by English Law and is the exclusive jurisdiction of the Courts of England and Wales. All tours have been based upon a minimum number of passengers travelling together and in the unlikely event that this number is not reached, we reserve the right to cancel the tour, offering an alternative holiday or full refund of monies paid. We will advise the passengers or their travel agent, no later than six weeks prior to the departure date, if the minimum numbers required for the tour have not been achieved. Tours will not be cancelled within six weeks of travel unless for reasons of force majeure or non-payment of the balance payment by yourself or any member of your party.

## PAYMENT

A deposit payment is required at the time of booking, unless the booking is made within 10 weeks of departure, when you must pay the full amount at time of booking. Where you have paid a deposit, then the balance payment is required at least 10 weeks prior to your departure. If the balance payment remains unpaid within 10 weeks before departure, we reserve the right to cancel your booking and invoice you with cancellation charges. Means of payment may be in the form of cash, cheque or by credit card acceptable to the company. A supplement of 2% is levied on all credit cards. Clients booking these tours through a Travel Agent, should be aware that their money which they have paid to and is therefore held by that Travel Agent (known as 'pipeline money'), this being under or in contemplation of a contract, is at all times held on behalf of Strachan Sports Travel.

## PRICES

The price of your trip will be shown on your final invoice and will then not be subject to any surcharges. Strachan Sports Travel reserve the right to alter the price of any holiday prior to you making a booking and should the minimum number of passengers not to be reached, you will have the choice of paying any additional costs or having your money refunded. However, once Strachan Sports Travel have issued its final invoice then the holiday price will not be altered.

## AMENDMENT CHANGES BY YOU

If you wish to alter your booking in any way, you make your request in writing. If the amendment is possible there will be a maximum charge of £25 per person plus any additional costs incurred. Any new arrangements subsequently made, will be recosted and could effect all members of your party. Should you request a change within 6 weeks of the original departure date, this may be treated as a cancellation and charges may be levied as shown below.

## CHANGES BY US

It is unlikely that we will have to make changes to your holiday, but as we do plan the arrangements many months in advance, sometimes we may need to make changes and we reserve the right to do so at any time. Most changes are minor, but where they are significant we will inform you or your travel agent. If a major change becomes necessary, we will inform you or your travel agent as soon as possible if there is time before your departure. A major change is one that we make to your holiday before departure, that involves changing your UK airport(s), resort area or time of departure or your return by more than twelve hours, or offering accommodation at a lower rating. You then have the following options:

- Accept the changed holiday arrangements as notified to you, together with compensation on the scale shown below.
- Choose another holiday at brochure price, together with compensation on the scale shown below.
- Cancel your holiday in which case we will refund to you all monies you have paid to us.

Period before scheduled departure date	Compensation
Within which a major change is notified to you or your travel agent	per person
More than 42 days before departure	NIL
42 - 29 days	£10.00
28 - 15 days	£20.00
14 - 08 days	£30.00
07 - 00 days	£40.00

Important Note: Compensation payments do not apply to changes necessitated by unusual and unforeseeable circumstances beyond the company's control, the consequences of which could not have been avoided even with all due care (which also includes those set out within "force majeure" shown below).

## FORCE MAJEURE

We regret the company cannot accept responsibility for and shall not be liable in respect of loss or damage or changes caused by circumstances amounting to "force majeure", events such as a riot, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, government action, natural disasters, fire, adverse weather conditions, technical problems to transport, aircraft grounding, closure of airports or ports or similar events beyond our control.

## CANCELLATION BY YOU

Should any member of the party shown on the booking form wish to cancel his/her booking, we must be notified in writing and will be effective from the date of receipt of the notification, this notification must be signed by the person who signed the booking form. A cancellation charge calculated on the scale set out below, becomes applicable to each passenger who has cancelled. We reserve the right to charge you for extra costs and/or expenses incurred as a result of changed or part cancellation made by each passenger to an original booking or amended booking. In the case, when some numbers of your party have to cancel, apart from cancellation charges being levied against the cancelled members, the remaining passengers in the party may have to pay an increased cost for the holiday.

Period before departure date	Cancellation charge
From the date letter received	expressed as % of total cost
Before 70 days	loss of deposit
70 - 29 days	50%
28 - 15 days	70%
14 - 01 day	100%

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From the date letter received	expressed as % of total cost
Before 70 days	loss of deposit
70 - 29 days	50%
28 - 15 days	70%
14 - 01 day	100%

## OUR LIABILITY TO YOU

We accept responsibility for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We also accept responsibility should the services which we provide prove deficient or are not of reasonable standard except in respect of death, bodily injury or illness caused to you and/or any other named person on the booking form except as provided below. We accept responsibility for the negligent acts and/or omission of our employees or agents and suppliers and sub-contractors, servants and/or agents of same whilst acting within the scope of, or in the course of their employment providing they were at the time performing duties authorised by us. Except where this is caused by your own acts or omissions or those of a third party not connected with the provision of your holidays arrangements 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 the service in question consists of carriage by air, rail or sea, we limit our obligations and liabilities in the manner provided by international conventions in respect of air, rail or sea. In respect of claims arising as a result of death, bodily injury or illness caused to you and/or any other named persons on the booking form, claims under this section shall be subject to English Law in respect of any question of liability or quantum, and all proceedings shall be within the exclusive domain of the Courts of England and Wales.

## PASSPORTS, VISAS AND HEALTH

It is your responsibility to ensure that you have a valid passport and any necessary visas and health certificates. Strachan Sports Travel will not accept liability for any additional costs arising from your failure to meet with these requirements. If you are in any doubt about the requirements then please consult your ABTA travel agent or Strachan Sports Travel.

## LATE ARRIVAL AND BEHAVIOUR

It is your responsibility to ensure that you are at the correct departure points in good time before departure. We cannot accept any responsibility if you miss the aircraft or coach as a result of you arriving late or your connecting transport being delayed. At all times during your holiday, you are expected to have consideration for your fellow passengers and other third parties. If in the opinion of our staff, agent, airline personnel, hotel management or other persons in authority you are, or appearing to be behaving in such a way as to cause danger, distress, annoyance or damage to property, either ourselves or the suppliers concerned may terminate your holiday arrangements. In this situation we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, or making any refund or paying any compensation. In addition you will be responsible for any expenses you incur as a result of your behaviour.

## BROCHURE

All information published in the brochure has been compiled from up-to-date details and we have taken the utmost care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available during the period of your stay. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pool for example), damage to accommodation or other circumstances totally beyond our control. If we are advised of this, we will inform you as soon as possible. This brochure is issued on our responsibility and does not commit any airlines mentioned therein. Whilst all reasonable efforts will be made to comply with your requirements, we cannot guarantee that any special requirements concerning accommodation or facilities will be available and any such request by you does not form part of the contract.

## EXTRAS

All accounts for services and goods provided by hotel(s), which are not included within the packages costs must be paid by clients before departure from the hotel(s).

## FLIGHT DELAYS

We cannot accept responsibility for any delays in departure or for any costs incurred by you as a result of any delays (drinks, refreshments or meals). The airline will administer assistance according to the merits of each case. You will appreciate, however that in the case of delays affecting a number of flights, it may be impossible to provide the level of meals required due to congestion at the airport (if you have taken our recommended insurance policy, you may be able to claim compensation for delays in excess of 12 hours). We will endeavour to keep you informed of the cause and extent of delays but ultimately this information is provided by the airlines on whom we depend for information.

## FLIGHT TIMINGS

Travel information quoted within the brochure is subject to alteration and the final details will be confirmed on your travel documentation which will be sent to you about 10 days prior to your departure.

## CONDITIONS OF CARRIAGE

Your holiday includes international carriage by air and the terms and conditions of carriage of the airline apply which are themselves the subject of international agreements and which may limit or exclude liability. Strachan Sports Travel will provide a copy of these conditions on request.

## INSURANCE

In your own interest we strongly recommend that you take out adequate insurance cover before travelling. Please ensure that you read your policy details carefully. However whilst we can offer an insurance policy you are entirely free to make your own arrangements provided that the resultant policy affords cover of at least comparable to that offered by us.

## COMPLAINTS

If you have a problem during your holiday, please bring it to the attention of our local staff representative/agent so that they have the opportunity to rectify the situation. If as a result your complaint can not be completely resolved to your satisfaction locally, you must inform our representative/agent in writing and follow this up within 28 days of your return home by writing to us. If you fail to follow this procedure we cannot accept responsibility for any claim, as we have been deprived of the opportunity to investigate and rectify the problem. If any complaint cannot be settled amicably you may refer any dispute relating to this contract to an arbitrator appointed by the Chartered Institute of Arbitrators under special scheme devised by arrangement with the Association of British Travel Agents. The scheme provides a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of cost. The scheme does not apply to claims for an amount greater than £1500 per person or £7500 per booking form, nor to claims which are solely or mainly in respect of physical injury or illness or the consequences of injury. The rules of the scheme provide that the application for arbitration must be made within 9 months of the date of return from the holiday but in special circumstances it may still be offered outside this period.



Please return to:

Strachan Travel, 55 High Street, Cowbridge, Vale of Glamorgan CF71 7AE  
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