

ARENA TRAVEL RESERVATION CONDITIONS



1. YOUR CONTRACT

Your contract is with Arena Tours Limited who are licensed as air travel organisers by the Government's Civil Aviation Authority (CAA) and bonded accordingly. In the unlikely event of our 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.

Our ATOL Number is: 10117.

This guarantees that all passengers booking with Arena Travel are fully protected for the initial deposit and balance payments arising from cancellation or curtailment of your travel arrangements in the unlikely event of our insolvency. You therefore have total financial security when booking your holiday through Arena Travel – not all travel companies offer their clients this level of protection.

For your holiday to be a success, we believe that the contract between us should be clear and we ask you to read these Reservation Conditions together with all information in the brochure before you sign your Reservation Form. The person who signs the Reservation Form does so on behalf of all named members of the party and guarantees payment to us of the total cost of the holiday booked.

2. YOUR RESERVATION

There is no contract between us until the Confirmation-Invoice has been sent and it acts as our acceptance of the booking in accordance with the contract which is subject to English law and the exclusive jurisdiction of the English courts.

You must check your Confirmation-Invoice and raise any queries immediately. The full balance of the holiday cost must be paid no later than 80 days prior to the holiday date. If the full balance has not been received by that date, we reserve the right to cancel the holiday and levy cancellation charges as detailed in paragraph 16. A charge of £25 per cheque will be levied for unpaid cheques.

3. SPECIAL REQUESTS

Please make a note of any special requests you may have in the space provided on the Reservation Form. We will try to fulfil your special requests but regret that this cannot be guaranteed and failure to do so will not constitute a breach of contract. Please note that our contracts for accommodation and transport provide for the allocation of rooms or seats to us. Your booking will be made within those allocations but no specific rooms or seats can or will be confirmed.

3.1 Flights

Seating arrangements on aircraft are the sole responsibility of the airline. Although every effort is made to secure seating on the aircraft to satisfy your special requests, we cannot guarantee that your choice of seats will be available or that seats together can always be obtained. Extra legroom is rarely available.

3.2 Meals

When requesting vegetarian or special diet meals it should be appreciated that the standard and choice is likely to be limited.

4. PRICE REVISIONS

The tour price is based on the tariff and currency exchange rate current at the time of costing the tour and is therefore subject to adjustment owing to any changes in these costs or rates. Full details of the exchange rates used appear on our website (www.arenatravel.com). Price revision will be made solely to allow for variations in transportation costs (including the cost of fuel), dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or the exchange rates applied to the particular package. If the increase is less than 2%, Arena Travel will absorb that increase itself. No price increase may be made less than 30 days before the departure date.

Arena Travel is pleased to guarantee that no combined currency or tariff surcharge will amount to more than 10% of the quoted tour price. In making this condition, Arena Travel is accepting a substantial risk and because of this cannot make any refund in the event of favourable currency exchange rate movements nor could it allow credit from such movement to offset any increase in other costs.

4a FLIGHT PRICES

Prices and flight supplements for the holidays are based on anticipated airfares for the flights and airlines featured. If a higher airfare applies at the time of booking we may need to increase the price of your holiday and we will advise you of this before your booking is confirmed. Tour prices are based on flights from the airport specified. Flights from alternative airports will incur a further charge. Flight supplements are payable at the time of booking and are non-refundable.

5. INSURANCE

It is a condition of booking that all travellers are covered by comprehensive travel insurance and do not travel against medical advice. We cannot be responsible for costs you incur as a result of failing to take out insurance suitable for your needs. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

6. PASSPORTS AND VISAS

Details of passport and visa requirements for British and other EU Passport holders appear in the brochure. Holders of all other passports should consult the appropriate embassies or consulates for details of current visa requirements. Please note that it is your responsibility to ensure that you carry the correct documentation.

7. TOUR DATES

The tour dates appear on the Brochure and/or Reservation Form accompanying these Reservation Conditions.

8. TOUR PRICE

The tour price includes the elements referred to in the Reservation Form by tour reference number, fully described in the brochure. Any items not included in the tour price such as meals (e.g. where accommodation is room only or bed and breakfast), drinks, optional excursions, travel insurance, airport taxes and personal items e.g. telephone calls, laundry etc, must be borne by you.

9. FLIGHTS, RAIL AND SEA JOURNEYS

Any flights, rail or sea journeys forming part of the travel arrangements will be subject to the standard Conditions of Carriage of the airlines, railway companies or shipping lines used. In most cases these will limit the liability to the passenger. Full details of flights, rail journeys and sea journeys appear in the brochure.

10. ACCOMMODATION

The Reservation Form gives details of the nature of accommodation to be provided on the tour. Fuller details about your accommodation appear in the brochure.

10.1 Hotel/Holiday Park Description

Our descriptions are based on information available at the time of printing the brochure. However, it should be borne in mind that changes may occur after the date of publication. There may be occasions, especially in the low season, when facilities may be withdrawn by hotel owners. These changes are regrettably beyond our control and we reserve the right to change the particulars in the brochure by means of a brochure errata. However, we will inform you of any known changes at the time of booking. If you have already booked we will inform you as soon as possible before your departure if there is time. Public holidays and local religious festivals may also affect the availability of resort and hotel facilities. If you feel that any of the facilities mentioned in the brochure are vital to the enjoyment of your holiday then you must write to us immediately and we will inform you of the latest known situation.

10.2 Single, Triple and Quadruple Rooms

Whilst the facilities in these rooms are comparable to twin-bedded rooms, it should be noted that single rooms are not always in the same area of the hotels as twin rooms and may tend to be on small side. In the case of triple rooms this usually consists of a standard twin room with an additional bed which may be of a sofa-bed or rollaway type. Quadruple rooms usually consist of a room with two double beds.

11. MEALS

Where meals are provided on a holiday, details are specified in the brochure (e.g. bed and breakfast, half-board etc).

12. ITINERARY

The itinerary is specified in the brochure. The duration of the holiday, i.e. the number of days, includes the day of departure from the UK and the day of arrival back in the UK.

13. RESERVATION ALTERATIONS BY YOU

If after your booking has been confirmed you wish to change any of the arrangements shown on your Confirmation-Invoice, you must notify us in writing as soon as possible. We will always do our best to help. The request must be made by the person who signs the Reservation Form. When the request can be met we will confirm the amendment by issuing a revised Confirmation-Invoice. We will, however, make an administration charge of up to £50 per person (maximum £150 per Reservation Form). For any changes made we reserve the right to pass on any charges which may be levied upon us by an airline.

Any additional person added to the booking will be deemed to have accepted these Reservation Conditions. Where changes are requested within 80 days of departure these will attract cancellation charges as set out in Paragraph 16 except where the change is to substitute a party member where that person is prevented from taking their holiday. In this situation, that person may transfer their booking to someone else provided that we are notified in writing not less than 10 days prior to departure. Where the original party member is the person who signed the Reservation Form, he or she will remain jointly and severally liable for payment with the new party member. Any charge incurred in making such change (e.g. airline amendment fee, etc.) will be payable. Other than in this case, the new arrangements made within 80 days of departure will constitute a new reservation. Please note that Insurance premiums are not transferable or refundable. Should the number of persons travelling change, the price will be recharged on the basis of the new party size. Any increase in price per person payable as a result of part cancellation, e.g. an under occupancy charge or a sole occupancy charge, will be indicated on the revised Confirmation-Invoice.

14. RESERVATION ALTERATIONS BY ARENA TRAVEL

It is unlikely that we will have to make changes to your holiday, but arrangements are planned many months in advance and we reserve the right to do so.

All details in the brochure are correct at the time of publication (please refer to the brochure for publication date) and are based on information provided by our suppliers (airlines, hotels, shipping/cruise lines, coach and rail companies etc.). However as arrangements are made many months before departure, changes are sometimes necessary which may cause the final itinerary or arrangements to be altered. We therefore reserve the right to modify the itinerary or any of its component parts without prior notice. In the event of changes being made, you can rest assured that we will make every effort to give you as much advanced notice as possible. In practice only a very few tours are likely to be affected, but no compensation is payable under these circumstances.

14.1 Minor changes by Arena Travel

Minor changes include, but are not limited to, operational changes affecting the aircraft type, airline departure airport (if designated to be the same city), arrival airport or changes in scheduled departure or return times of less than 12 hours. We also reserve the right to amend your mode of ground transport from coach to train or vice versa if necessary for

operational reasons. In such cases it is not possible to transfer to another holiday nor to cancel your holiday without incurring the standard cancellation charges.

14.2 Major changes by Arena Travel

Where a major change becomes necessary, we will inform you as soon as reasonably possible – if time permits before your departure. A major change is one that is made to your holiday arrangements before departure that involves a change of destination or time of departure or return by more than 12 hours or an offer of lower priced accommodation in self-catering or a lower official grading for hotels. In these cases, you have a choice of either (a) accepting the changed arrangements notified to you or (b) purchasing another holiday from us or (c) cancelling your holiday and receiving a full refund of all monies paid.

15. CANCELLATION BY ARENA TRAVEL

Cancellation by us may be necessary in exceptional circumstances or because insufficient people have booked your chosen holiday to make it commercially viable. We reserve the right in our absolute discretion to cancel your holiday and if cancellation occurs because of insufficient numbers, we will notify you at least 6 weeks before departure. On the rare occasion that a tour is cancelled, we will give a full refund of monies paid, and the opportunity to re-book on a suitable alternative, if available.

16. CANCELLATION BY YOU

Should you or any member of your party be forced to cancel your booking once it has been accepted, a valid cancellation can be made only by written instruction and signed by the person who signed the Reservation Form given to us. The effective date for cancellation is the date when we receive your written instructions at our registered office. If you cancel, a charge is payable by you as the signatory of the Reservation Form by way of agreed damages to cover our estimated loss calculated on the scale set out below:

Period before departure by which written instructions are received by Arena Cancellation charge – shown as a percentage of total price.

More than	Percentage of total price excluding insurance premium.
80 days	Loss of deposit
80-29 days	45% or deposit (whichever is the greater)
28-15 days	60% or deposit (whichever is the greater)
14-8 days	75% or deposit (whichever is the greater)
7-1 days	100% or deposit (whichever is the greater)

You may make an insurance claim if your cancellation falls within the terms of your insurance cover.

17. HOLIDAY TERMINATION BY ARENA TRAVEL

We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any passenger whose behaviour is such that it is in our opinion likely to cause distress, damage, danger or annoyance to our other passengers, our employees or to any third party or to property. If you are prevented from travelling because, in the opinion of any person in authority, you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your holiday ceases and we shall be under no obligation to pay any refund, compensation or costs to you. Please note that Arena has no control over the behaviour of other persons staying at or visiting your holiday accommodation and we are not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them. Under no circumstances are you entitled to share or sub-let your accommodation with anyone other than those passengers shown on your booking.

18. DELAYS

We cannot accept any liability for any delay in your flight or other transport to or from the UK where the cancellation or delay is caused by adverse weather conditions, re-scheduling times by the airline, the airport authorities and/or the action of air traffic controllers, port authorities, mechanical breakdown, strike or industrial action or otherwise. However, in certain circumstances, you may be able to make a claim under your insurance policy.

19. COMPLAINTS

Arena Travel is determined to provide you with a successful, trouble-free tour but we accept that sometimes even the best prepared plans can go wrong. If this happens and you find that you are in any way dissatisfied with our service, in order that we may have the opportunity to correct the matter, you must advise our tour manager, or local representative immediately. Should the tour manager or Arena's local representative not be able to resolve the situation, you should report the complaint in writing to the Arena Travel office no later than 14 days after completion of the tour quoting your booking number. No complaints or claims can be considered after that date. Please note that claims can be made only direct to Arena Travel.

20. ARENA TRAVEL'S RESPONSIBILITY FOR YOUR HOLIDAY

We accept responsibility for your holiday arrangements and for ensuring that the services you receive are of a reasonable standard and as described in the brochure. We accept responsibility for the acts and omissions of our employees, agents, sub-contractors and suppliers while acting in the course of their employment or contract with us. Should you or any member of your party suffer personal injury or death as a result of their proven negligence or breach of contract, we will accept responsibility but please note:

- (a) all claims must be made known to us immediately and full written details should, where possible, be provided within 28 days of the scheduled completion date of the holiday;
- (b) where any payment is made by us or our insurers, the claimant must assign to us or our insurers his or her rights against any third party and must give full co-operation to enable us to pursue a claim;

(c) the liability of the hotelier may be limited in accordance with the Paris Convention of 1962 on the liability of hotelkeepers;

(d) Arena cannot accept liability for loss, damage or expense as a result of unusual or unforeseeable circumstances beyond our control (including but not limited to the following circumstances: war or threat of war, riots, civil strife, terrorist activity, industrial disputes technical problems to transport, natural and nuclear disasters, fire, closure or congestion of airports or ports, cancellation or changes of schedules by airlines or ports, and similar events beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which even with all due care we could not see or forestall).

21. PERSONAL INJURY NOT CONNECTED WITH ARRANGEMENTS MADE BY ARENA TRAVEL

In the event that a member of the party should suffer illness, personal injury or death during the holiday through a cause unconnected with any negligent act or omission of our employees, agents or sub-contractors or suppliers, we will offer all assistance possible.

However, excursions or other tours that you choose to book through the tour manager or overseas representatives while you are on holiday are NOT part of the packaged holiday and, therefore, are NOT covered by The Package Travel, Package Holidays and Package Tours Regulations 1992. Therefore, unless you suffer personal injury or death caused by our negligence we do not accept any liability for any loss or damage you may suffer from any excursion. Any arrangements made while you are actually on holiday and which are not made through us are those for which we do not have any responsibility or liability.

22. DATA PROTECTION ACT 1984 and 1998

Information provided by you to us in connection with your booking(s) will be held by Arena Travel (Arena Tours Ltd) in accordance with the Data Protection Act 1984 and 1998. It will be used to facilitate your requirements and requests. Arena Travel and its affiliated companies may use the information to provide you with details of their full range of services and products. Arena Travel does not sell or rent its lists of names and addresses to any other companies. If you are on our mailing list and do not wish to receive any future news from Arena Travel then please write to the Customer Data Department, Arena Travel, Explorer House, 2 Betts Avenue, Martlesham Heath, Ipswich, Suffolk, IP5 3RH. If you wish to obtain a copy of the personal information held about you, please write to the above address. Arena Travel reserves the right to make a small administrative charge for supplying this information.

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