

# Booking Conditions

The following conditions form part of the contract between you and the Company  
(Oneira Ltd trading as Oneira Holidays, company registered No. 3898181)

## 1. Booking Your Holiday

Bookings can be requested in person, by mail, email, fax or telephone.

When you make a booking you must pay the required deposit. The Company will then send to you written confirmation of your booking in the form of your 'Booking Details' together with a confirmation statement/invoice. Bookings for flights are reserved and confirmed by the Company on your behalf and at your request; they are subject to the booking conditions of the company who provide your flights, these conditions are available on request.

A contract between you and the Company comes into existence when the Company has received the required deposit and has issued a 'Booking Details' form and confirmation statement/invoice. In making a booking you accept these conditions on your behalf and on behalf of all other persons named in the 'Booking Details' form including those substituted or added by agreed amendment. It is your responsibility as the person making the booking to check that all the details you provide are correct at the time of booking and on receipt of the 'Booking Details' form. If any details are incorrect the Company must be notified immediately. You must return a signed copy of your 'Booking Details' form to the Company.

We reserve the right for whatever reason to refuse a booking.

## 2. Payment

You must pay the balance of your holiday payment by the date indicated on your 'Booking Details' and confirmation invoice. It is important that you pay any balances when due. Failure to do so may lead to the cancellation of your holiday and we reserve the right to levy cancellation charges of up to 25% of the cost of your holiday. **NO REMINDERS OR STATEMENTS WILL BE SENT.**

Please note that for bookings placed within 10 weeks of departure the total of all costs is payable in full at the time of booking. If this applies you will be advised when the booking is made.

All credit card payments are subject to a 2-3% surcharge, for Delta or Switch debit cards there is no surcharge.

## 3. The Cost of Your Holiday

We reserve the right to increase or decrease the prices of any unsold holidays at any time. If there are any changes to the published prices, these will be confirmed at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price of your holiday if transportation costs and/or dues, taxes or fees payable for services, or exchange rates applied to the particular package change. We will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed the 2% will we ask you to pay the difference. If any increase is greater than 10% of the cost of your holiday (excluding insurance premiums and amendment charges), you will be entitled either to cancel your booking and receive a full refund of all monies paid to the Company (except for any amendment charges) plus compensation as in clause 9 below, or to accept the offer of an alternative holiday from us.

You have 14 days from the date of issue printed on the surcharge invoice to tell us if you want to exercise your right to cancel. If you do not tell us that you wish to cancel within this period of time, the Company is entitled to assume that you do not wish to cancel and will 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 printed on the surcharge invoice, whichever is the later.

## 4. Conditions of Carriage

The responsibility of carriage to and from the UK and to and from your accommodation devolves to the carrying airline or other transport contractors. In travelling with them you will be bound by their 'Conditions of Carriage', which under International Agreements limit their liability depending on circumstances. The 'Conditions of Carriage' of the companies that provide the transportation portion of your booking will apply to this contract.

Civil Aviation Authority regulations specify that both the outbound and inbound part of the air ticket must be used. In the event that the outbound flight is not used, the passenger will not be allowed to return on the inbound charter flight.

The Company will not be liable to passengers for any delay, loss or injury that they suffer in the course of carriage, nor any default or failure on the part of the carrier or supplier concerned.

The number of stops en-route and timings are given to the best of our knowledge but should they change or be incorrect, the Company cannot be held liable.

## 5. Travel Insurance

It is a condition of your contract with the Company that all passengers purchase an appropriate travel insurance policy to cover all eventualities relating to the holiday, such as medical treatment, repatriation, damage and loss to property and cancellation charges. For your own protection, your insurance policy should be valid from the time you book your holiday with us. When you make your balancing payment to the Company, you must send to the Company the relevant insurance details including name, address, policy number and emergency telephone number(s).

## 6. If You Wish to Change Your Booking

If, after the Company has issued a confirmation statement/invoice, you wish to change your booking in any way the Company will do its best to effect the changes but only within the confines of what the Company is able to provide and it may not always be possible. Any requests for changes must be made in writing from the person who made the booking and must be accompanied by a payment of £25 per person to cover the Company's administration costs. Any amendment/s you make to the flight arrangements may be subject to administration charges from the company who provide your flights. In the event of such administration charges being levied, you must pay these charges on receipt of an invoice provided by the Company outlining them. Please note that these costs may increase closer to your departure date.

## 7. If You Wish to Cancel Your Booking

You, or any member/s of your party, may cancel your booking at any time. Notice of cancellation will, however, only take effect when the Company receives at its offices, written confirmation of the cancellation from the person who made the booking. We incur costs in cancelling your booking and you will have to pay the applicable cancellation charges up to the maximum shown below. Should one or more member/s of your party cancel it may increase the per person price of those still travelling.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to recover all or a portion of these charges from your insurers.

Amount of cancellation charge  
(Shown as a % total of the holiday cost)

More than 70 days	Deposit
43-70 days	30%
29-42 days	50%
16-28 days	75%
1-15 days	100%

## 8. If the Company Makes Changes to Your Booking

It is very unlikely that the Company will have to make any changes to your booking. However, arrangements are made many months in advance and the Company reserves the right to make changes at any time. Most changes will be minor and the Company will advise you of these changes at the earliest possible date.

If the Company makes major changes to your arrangements such as a change of accommodation to that of a lower classification, you will be informed as soon as is reasonable possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative arrangements of comparable standard (the Company will refund any price difference if the alternative is of a lower value) or cancelling your holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of Force Majeure, the Company will pay compensation as detailed below.

Period before departure date major change or cancellation is notified to you	Compensation per paying person
More than 70 days	Nil
43-70 days	£10
29-42 days	£20
16-28 days	£30
1-15 days	£40

## 9. If the Company Cancels Your Booking

The Company reserves the right in any circumstances to cancel your holiday. You will be notified of cancellation at least 14 days before the departure date except for reasons of Force Majeure (see clause 10 below) or failure by you to pay the final balance. If the Company is unable to provide the booked holiday, the Company will return to you all monies paid or where possible, offer an alternative holiday of comparable or higher standard.

Except where cancellation arises due to reasons of Force Majeure, failure to pay the final balance or cancellation by you, the Company will pay compensation per person as detailed below.

Cancellation notified to you more than 46 days before departure: £Nil;  
Cancellation notified to you more than 45-14 days before departure: £20;  
Cancellation notified to you 13-0 before departure: £30.

## 10. Force Majeure

Means unusual and unforeseeable circumstances beyond the Company's control, the consequences of which neither the Company nor its suppliers could, even with all due care, avoid, including but not limited to war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, fire, flood, adverse weather conditions or the threat of any of these.

## 11. The Company's Liability to You

The Company's obligations, and those of its suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where the Company or its supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. There may be different standards for services and facilities in Britain than in other parts of the world. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

For claims which do not involve death or personal injury, the Company accepts, and will only have, liability should it or its suppliers fail to satisfy the obligations detailed above. If the Company has liability it will pay you reasonable compensation (limited to the value of your holiday) if your enjoyment of the holiday is adversely affected. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by the Company. The Company does not accept any liability for loss or damage to luggage or personal possessions which remain solely the responsibility of their owner(s) at all times as it assumed by the Company that you have taken out adequate insurance.

For claims which involve death or personal injury as a result of an activity forming part of your holiday, the Company accepts, and will only have liability should it or its suppliers fail to satisfy, the obligations detailed above. If the Company has liability, it will pay you reasonable compensation.

The Company shall have no liability where the cause or the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on the Company's part or that of its servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or any event which neither the Company, nor its servants, agents or suppliers could have seen or forestalled.

If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by the Company, or provided by any of its suppliers, and you make a claim against the Company of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the Company's liability to pay you compensation and/or the amount (if any) of compensation payable to you by the Company will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that the Company is to be regarded as having all benefit of any limitations of compensation contained in any international conventions applicable to your holiday.

If you choose to issue Court proceedings in respect of a claim against the Company, you must do so within two years of your return from holiday or within two years of first discovering the matters giving rise to the claim, if this is later. If you do not, then the Company's liability to you will be limited in all cases to a sum of £100.

You must, if the Company is adjudged to have, or if the Company accepts, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with the Company in any claim which the Company chooses to bring against any third party which the Company, in its discretion, deems to be so responsible.

Other than as set out above, and as is detailed elsewhere in these Booking Conditions, the Company shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

## 12. Claims Against Third Parties

If you, or any member of your party, suffer death, illness, or injury arising out of an activity which does not form part of your package holiday arrangements, the Company shall at its discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of its occurrence.

### 13. Independent Arrangements/Excursions

Any arrangements you make independently are entirely at your own risk.

### 14. Special Requests

If you have any special requests, please let the Company know at the time of booking in writing. The Company will pass the request to the relevant supplier but the Company cannot offer any guarantee that they will be met and special requests, even if noted on your confirmation statement/invoice do not form part of the Company's contract with you.

### 15. Accommodation

The accommodation you have booked may only be used by the persons named on the Booking Details and you and all members of your party must observe any rules relating to the accommodation. You and all members of your party must not do or permit to be done anything that might lead to damage to any property or injury to any person. You and all members of your party must use, occupy and enjoy the accommodation provided with due care and in a proper manner without allowing the accommodation to become unreasonably soiled. No items, fixtures or fittings may be removed from the accommodation or left outside at any time. You are responsible for the cost of repairing or replacing any lost, broken or damaged items, including lost keys.

### 16. Departure and Arrival Day

You must vacate your accommodation by 12.00hrs. on the day of departure if a hotel, or by 10.00hrs. if self-catering. The Company will inform you of any variation which allows or requires for a later or earlier vacating time. In circumstances where the vacating time from your accommodation is in excess of 4 hours prior to your flight departure time the Company's local office will arrange for safe storage of your luggage and will endeavour to provide facilities for you and members of your party to freshen up prior to your departure for the airport. If on the day of your arrival, you arrive at your accommodation at or before 12.00hrs. the accommodation may not always be ready and you may have to wait.

### 17. Passports, Visa and Health Requirements

Passport and Visas:

You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up to date information in good time for your departure. We regret that the Company can accept no liability if you are refused entry onto any flight or into any country due to failure on your part to carry the correct passport, visa or other documentation required by any airline authority or country.

Health:

Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

### 18. Ticketing

Flight tickets are posted by first class mail 7-10 days prior to departure. The Company cannot be held responsible for delayed or lost post. For other arrangements such as recorded delivery please instruct the Company on receipt of confirmation. All documents and tickets must be checked thoroughly on receipt. Any discrepancies must be communicated to the Company. If tickets are lost the carrier or supplier may ask you to pay for new ones and refund the original tickets, after they have expired without being used. Alternatively, new tickets may be issued, provided you sign a form of indemnity, agreeing to pay for them if someone else uses the lost tickets. In either case a fee (which can be as high as 100% of the purchase price) may be charged for replacing the lost tickets. It is your responsibility to ensure that you travel with all relevant documents.

### 19. Complaints

The Company's priority is to provide you with an enjoyable holiday. If, however, you have a complaint during a holiday, you must inform us and/or the relevant supplier of the service immediately. If you feel that the problem has not been satisfactorily dealt with, you should notify the Company in writing within 30 days of the end of your holiday giving all relevant information. Failure on your part to notify the Company and its agents does not give us the opportunity to take appropriate action to put things right, and may seriously affect your legal rights. It is unlikely that you will have a complaint that cannot be settled amicably between us.

### 20. Brochure and Website Accuracy

The Company makes every effort to ensure that its website and brochures are accurate. Regrettably, however, errors do occasionally occur and the Company reserves the right to correct them as soon as they come to its attention. If the Company does alter prices, services or other particulars before the Company enters into a contract with you, the Company will notify you of such changes before such contract is agreed.

### 21. Data Protection

The Company will only pass on personal information such as your name, address, special needs and dietary requirements, to its suppliers in furtherance of the arrangements for your holiday. We will hold your information and may use it to inform you of offers in the future or to send you brochures. However, the Company will not pass on your data to anyone else for marketing purposes. The Company can supply a copy of your information held by it; the Company may make a small charge for providing this.

### 22. Financial Protection

All flight inclusive holidays and flights provided by Oneira Holidays are ATOL protected by the Civil Aviation Authority. Our ATOL Number is ATOL 6949. 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.

For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

All payments that you make to us for your holiday are held in a designated Clients Account. In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992 (as amended), monies are not released from that account until you receive your holiday or your monies are released to another company that becomes responsible and provides for your financial protection.

### 23. Governing Law and Jurisdiction

Your contract with the Company shall be governed by and construed in accordance with English law and you and the Company submit to the non-exclusive jurisdiction of the English Courts.

Oneira Holidays

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