



MAX TRAVEL

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BOOKING CONDITIONS

YOUR CONTRACT IS WITH MAXTRAVEL LIMITED

(Reg in England n. 04556517 at Suite 540, 5TH Floor, Linen Hall 162-168 Regent Street, London W1B 5TF).

When you / the Party Leader, make a booking you guarantee that you have the authority to accept and do accept on behalf of your party / group etc the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

When you contact us to make a booking, we act as agent for the relevant carrier which will be disclosed on your documentation. We reserve the right to substitute the carrier if necessary. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all services described in our invoice.

YOUR CONTRACT WITH US:

1. PAYMENT TERMS

- a. Non refundable deposits as detailed in our quotation are required to confirm reservations. (There may be one or multiple sets of deposits depending on the length of the tour or holiday.)
- b. Balance of payments are required 10 weeks before departure, or, in case of booking made after this time, immediately upon receipt of our acceptance.

2. CHANGES REQUESTED BY YOU

We will be as flexible as possible with regards to changes. Should you wish to make any changes to your confirmed booking please notify us as soon as possible in writing and we will do our utmost to meet your requests but it may not always be possible. You will be asked to pay an administration charge and any further costs we incur in making the alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. If you want to make any alteration to the details of your booking which we have confirmed that would involve a major alteration in change of departure date, transport arrangements, flight or accommodation, we might be liable for cancellation charges on your behalf, and therefore under such circumstances we must reserve the right to treat the original booking as cancelled by you and make cancellation charges as shown below in section 4.

3. CANCELLATION BY YOU

If the whole tour or holiday is cancelled by you, we will normally retain all deposits and we reserve the right to make cancellation charges as shown below in section 4, dependent upon the date that written notification of cancellation is received by us.

4. CANCELLATION TERMS

Verbal notification of cancellations must be confirmed in writing to us within 48 hours. Payment made by a cancelled passenger for a Coach Tour may usually be transferred to a replacement passenger at no charge. To avoid the need for cancellations as far as possible, substitutions may be made at any time up to and including the day of departure provided this does not materially affect rooming or travel requirements. Payment made by a cancelled passenger for an Air Tour may sometimes be transferred to a replacement passenger depending on length of notice. You will be asked to pay an administration charge of £25 and any further costs we incur in making the alteration. Most airlines make substantial charges for name changes.

If any cancellation brings the number of paying passengers below the minimum number required for a given price or set of concessions for accompanying adults, the tour price and concessions will be adjusted accordingly and a supplementary payment may be required.

After written notice of cancellation received by us the following scale of charges will apply per cancelled place.

Tours (excluding Day Trips)

After payment of first deposit and up until 6 weeks after date of booking: Loss of first deposit.

Between 6 weeks after booking and up until 10 weeks before departure: Loss of 50% of invoiced price.

Between 3 & 10 weeks before departure: Loss of 75% of invoiced price.

Within 3 weeks of departure: Loss of 100% of invoiced price.

Day Trips

After payment of 1st deposit and up until 10 weeks before departure: Loss of deposits.

Between 3 & 10 weeks before departure: Loss of 50% of invoiced price.

Within 3 weeks of departure: Loss of 100% of invoiced price.

Please note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.

5. RESPONSIBILITIES OF PARTY / GROUP LEADERS

The Party / Group Leader is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements and for ensuring that all members of the party / group are in possession of all necessary travel and health documents before departure including adequate travel insurance. All costs incurred in the obtaining of such documentation must be paid by you. It is your responsibility to ensure that all members of your group behave in an appropriate way. We reserve the right to charge for any additional costs incurred as a result of damage to property, missed connections and transfers, extra services provided by our representatives that were not included in the original itinerary or costs and any other expenses or costs that we have to pay on your behalf.

When travelling abroad the British Foreign Office recommend that you register with their LOCATE service that provides assistance to British Nationals in the event of an emergency or natural disaster. You can register online using the following link: [LOCATE](#) You should also check for any government advice regarding travel to your destination country.

6. BONDING AND FINANCIAL PROTECTION

Tours taken by air are ATOL protected, under an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 4705.

Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."

"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

For further information, visit the ATOL website at <http://www.atol.org.uk/ATOLCertificate>

OUR COMMITMENT TO YOU:

7. ACCEPTANCE FOR BOOKING

We confirm the details of your booking as soon as possible after we receive your initial deposit and booking form duly completed and signed by you.

8. PRICE CONDITIONS

All Tour prices are based on the costs of transport, accommodation etc that are current at the time of booking and on the exchange rate prevailing that day as quoted in the Financial Times "Guide to World Currencies".

The prices of all tours by coach are fully guaranteed and will not be subject to any surcharges.

The prices of air tours may be subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator or organiser, government action such as increases in VAT or any other Government imposed increases and currency changes in relation to an adverse currency exchange rate variations.

Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any premium paid to us for holiday insurance and any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

9. CANCELLATION OR CHANGES MADE BY US

It is unlikely that we will have to make any changes to your travel arrangements except for reasons beyond our control. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your tour, we will inform you as soon as reasonably 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 travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked tour and receiving a full refund of all monies paid.

10. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance or our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss 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 (whether actual or threatened), but are not limited to, unavoidable technical problems with transport, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruption, epidemic or fire and all similar events or circumstances outside our control.

Very rarely, we may be forced by 'force majeure' to change, cancel or terminate your holiday. This is extremely unlikely but if this situation does occur, we regret 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 all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

Period before departure within which a major change is notified:	Compensation per full fare paying passenger
More than 10 weeks	NIL
5 – 10 weeks	£4
3 – 4 weeks	£6
2 weeks or less	£8

11. SAFETY STANDARDS

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 UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

12. PASSPORTS, VISAS and HEALTH REQUIREMENTS

It is your (the client, group or party leader) ultimate responsibility to ensure that you (and/or all members of your party or group) have current valid passports and to understand visa requirements for the particular country/countries you are travelling to and with regard to the country issuing your passport. It is also your (the client, group or party leader) responsibility to ensure that you and/or members of your party or group have complied with health requirements both recommended by government departments and official organisations as well as the requirements of the country/countries you are travelling to.