

All bookings made with us are confirmed subject to acceptance of the fair trade agreement below. Your contract is with Cyprus Premier Holidays Limited, registered under No.5887997, whose registered office is at:

21 East Street
Bromley
Kent
BR1 1QE

We hold an Air Travel Organiser's License granted by The Civil Aviation Authority (CAA) under ATOL number 9345.

The air flights and holidays booked with us are ATOL protected. 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

1 Reservations & Payments

Reservations can be made over the telephone, by postal or electronic mail, via internet, in person, or through an appointed travel Agent, without any obligation. For a firm confirmation of your booking a non-refundable deposit is required. This is £75 per person. For all bookings made within 8 weeks before departure date the full amount is due at the time of booking. On receipt of a deposit or full payment we will issue and send a confirmation invoice in exchange. Your confirmation invoice will show your booking and payment details. If the booking is made through one of our appointed travel agents, any money paid to these agents in respect of a booking with us, is held by the agent as an agent of Cyprus Premier Holidays Ltd.

2 Balance Payments

If only the deposit is paid the balance due amount on your confirmation invoice must be paid at least 8 weeks before the scheduled departure date. Non receipt of full payment by us or the travel agent by this date, we reserve the right to treat your booking cancelled by you and to retain your deposit and apply the cancellation charges as set out below. A 2% surcharge is payable on all credit card payments and 1% on all debit card payments.

3 Changes to a booking by you, the client

We will do our best to amend or alter your booking according to your request but cannot guarantee to do so, as this may depend on the availability or the rules of our suppliers. Amendments or alterations are subject to a minimum of £25 administration charge.

4 Cancellation by you, the client

Cancellation of your booking may be made any time but must be notified in writing and made by the person who signed the booking form. Insurance premiums are non refundable regardless of when the booking is cancelled. The cancellation charges will depend on the time your written notification is received and it will be levied as below:

More than 56 days - Deposit only
prior to departure

56 to 31 days - 50%
30 to 21 days - 75%
20 to 01 days - 100%

There may be exception to these charges for higher fare excursion, club or business class flight tickets which are more flexible. Please enquire when you book. If your booking confirmed with our "Low Deposit" offer and your booking subsequently cancelled by you, you are liable to pay the difference between our "Low Deposit" and normal deposit.

5 Cancellation or amendment by us (The Company)

We always try to avoid any changes to your booking. However, this may become necessary, as we cannot foresee changes many months in advance when we plan our holidays. Flight timings shown in the brochures or leaflets are for guidance only and may change. The confirmed final timings will be shown on your flight tickets and should be checked when you receive them. If minor changes other than flight timings happen before your departure we will tell you before you leave. Schedule changes within 12 hours and/or a change of UK airport (except between Gatwick, Stansted, Heathrow and Luton, which are all considered London Airports) are treated as a minor change. On inclusive holidays occasionally it may be necessary to make a more major change. These can be either changing your resort or accommodation. If this is the case, we will always offer you an alternative holiday of equivalent or superior quality and we will pay you compensation according to the table below. You may accept the change and receive compensation or you can cancel your holiday and receive full refund with the appropriate compensation as shown on the table below.

If we have to change your holiday arrangements on your departure date, after you depart or when you are in the resort we will try to place you in a similar or higher standard accommodation in the same or similar resort and pay you compensation as below. You have no right to cancel your holiday after you depart or while in the resort if we offer you a suitable alternative.

We reserve the right to substitute alternative carriers and Aircraft.

Period of notice - Compensation for each full fare paying passenger

More than 42 days - No compensation
29 to 42 days - £10
15 to 28 days - £15
1 to 14 days - £20
On departure date - £25
At resort - £25

Important note: Compensation arrangements do not apply to circumstances which are beyond our control. We can cancel your holiday in the following circumstances: War, Threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, fire, Airport closures, bad weather conditions and similar events beyond our control.

Flight delays

In the event of a flight being delayed we will offer the following subject to the airport able to cater: over 4 hours an appropriate meal, over 8 hours extending to midnight overnight accommodation will be provided whenever possible. However, this will depend on such factors as the expected length of the delay, local availability of accommodation, immigration rules etc.

Where long flight delays result in lost holiday time, no refunds are given for unused accommodation, as rooms are not re-let.

Similarly airlines do not offer compensation for flight delays. Compensation is normally covered by your insurance in certain circumstances.

Surcharges

The price of your arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline charges which are part of the contract. Also government action such as changes in VAT or any other government imposed changes and current changes in relation to an exchange rate variation.

In the case of any small variation, an amount equivalent to 2% or less of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will usually be absorbed by the company.

For larger variations this 2% will still be absorbed but the rest may be passed onto you. In either case 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 an increase of 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 amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. 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.

Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 5 above, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Aviation Insurance and Security supplements

The basic price of your holiday shown in the price panel includes extra charges made by airlines for aviation insurance and security which have been imposed on airlines and tour operators since 11th September. These charges may change and are beyond our control.

Therefore, we reserve the right to pass on any additional charges to you prior to booking or at the time of booking.

6 Data Protection Policy

Cyprus Premier Holidays Ltd are a data protection controller for the purpose of the Data Protection Act 1998.

We require to collect certain personal details from you to ensure your booking is processed correctly and your travel arrangements meet your requirements. These will include, where necessary, the names and address of party members, credit/debit card details or other payment details, telephone contact details and special requirements such as those relating to any disability/dietary or medical condition which may affect the holiday arrangements. If we do require additional personal details, we shall advise you before we obtain these from you.

7 Our responsibility

We arrange contracts for accommodation and other local services with suppliers who in our belief are reputable companies and run safe and efficient businesses. We accept responsibility and pay compensation if our suppliers fail to provide the services they agreed to provide if these services formed part of the package sold to you when booked.

We will accept liability for claims for personal injury arising as a result of our staff or suppliers being negligent while in the course of their employment or contract. We cannot accept liability in such cases;

- a) If you or any member of your party is at fault.
- b) If the failure is the fault of some one else not connected with providing services which make up the holiday we have confirmed to you.
- c) Any unusual or unexpected circumstances beyond our control which we could not avoid even if we had taken reasonable care.
- d) Any event which neither we or our suppliers could not help, expect or prevent.

We will offer all the help we can, if you suffer any difficulty while you are on holiday. If you suffer illness, personal injury or death during your holiday, through no fault of your own arising out of an activity which may not be part of your holiday arrangement with us, we will help sorting out a claim you may have which may include translation services, communicating with local authorities, recommending foreign lawyers if this is appropriate. Our costs in respect of the above will not exceed £5000 in total.

We cannot however accept liability for any payment unless you have told us within 90 days of the incident that you want to make a claim and we have given our written permission. We may ask you to pay back any amount we paid, if your claim is

successful or you have suitable legal indemnity insurance. If our suppliers can exclude or limit their liability under any international convention, we will rely on the relevant exclusions or limitations. Any compensation we pay for claims against us, other than personal injuries, will not be more than three times the cost of your holiday.

8 Air and sea carriers

The liabilities of Air and Sea carriers are generally governed by the Warsaw / Athens / Montreal Convention and the Hague protocol. We have to rely on the terms and limitations contained in these conventions. Air and Sea carriers produce conditions of carriage which become part of your booking conditions both with us and the relevant carrier. Your booking is taken accordingly. You can obtain a copy from us, your agent or the carrier.

9 Brochure accuracy

In our printed brochures and leaflets the resort and accommodation descriptions are being checked before printing. Planning our holidays have to be done many months in advance and may not reflect the true situation at the time you are on holiday. Hoteliers and suppliers may withdraw or change a facility temporarily or otherwise, for local reasons, some of the out-door facilities may not be open early or late in the season or in the winter or some in-door facilities may be kept closed in summer. Some advertised amenities including sports facilities may carry a local charge. Some facilities may be curtailed as some may be improved. These are beyond our control. When we are told of any significant changes we will let you know before you leave.

10 Building work

Northern Cyprus and Turkey permit building work, by law, and we cannot legally prevent this. If disruption in your resort is severe we shall offer you an alternative Cyprus Premier Holidays accommodation, of the same or similar standard at no extra cost. This is subject to availability.

11 Travel Insurance

It is a condition of the booking that you take the travel insurance with us or arrange insurance yourself, offering comparable or better cover.

12 Travel Documents

It is the responsibility of the client to ensure that passports, visas, vaccination certificates or other necessary travel documents are valid for the entire journey. If we or the carrier are fined as a result of you holding incorrect documents you may be asked to pay this amount.

13 Baggage

Liability for baggage while in the hands of air or sea carriers is governed by international conventions. We have to rely on the limitations of these conventions. Any claims of missing or damaged baggage should be done following the rules and conditions of carriage. These are usually at the back of your flight tickets or provided by the airline in another form. We accept responsibility if your baggage is lost or damaged while it was under our control and our negligence can be proved. We do not accept liability for high value items. We will pay up to a maximum of £200. Please insure your valuable items separately.

14 Behaviour

It is your responsibility to arrive at stated departure places on time for the outbound and inbound sectors of your flight. Any loss or additional expense incurred by failure to do so lies with you. Our clients are expected to abide by all the reasonable directions given to them regarding their holiday. We can end your holiday if you or any member of your party behaves or proves likely to behave in a manner to cause danger, damage or distress to other customers, employees, accommodation or any one else. If your holiday is ended for this reason we are not liable to complete your holiday arrangements, make any refunds or compensation or any other costs you have to pay or fines imposed by the authorities of the country you are visiting. We cannot accept liability for the behaviour of others in your accommodation or flight, or if you are not allowed to use certain local facilities due to unsuitable behaviour.

15 Problems Abroad

For all the inclusive holidays taken with our company we want to attend any problems promptly and locally when they happen, so your holiday is not spoilt. While you are on holiday on an inclusive tour you must report any problems you have immediately to our local representatives who will try to solve most of the problems on the spot, and prevent your holiday being spoilt. Unless there is a valid reason why you failed to report your complaint in the resort we will not consider ourselves to be liable for those complaints. If your problem cannot be sorted out by our visiting representative you should record it on a holiday report form, which will be give priority attention in our local office. If we still cannot solve the matter to your satisfaction when you return you should write to our Head office in the UK within 28 days of returning home. We cannot accept liability for claims not raised or reported while on holiday, unless there was a valid reason not to do so.

16 Arbitration

Disputes arising out of, or in connection of this contract which cannot be resolved amicably, may (if the customer wishes) be referred to arbitration, an inexpensive scheme devised by ABTA but administered independently by the 'Chartered Institute of Arbitrators'. This is an arbitration scheme on documents only. It does not apply to claims in excess of £1500 per person or £7500 per booking form, or to claims in respect of personal injury or illness or the consequences resulting out of injury or illness. To seek arbitration under this scheme, written notice must be made within nine months after the return date.

17 Jurisdiction

A contract only exists once we have accepted your booking and issued an invoice. The date of the contract is the date shown on the invoice. This contract is subject and should be interpreted under the United Kingdom Courts.



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