

## Booking Conditions & Promise of Fair Trading.

Our trading policy is both professional & fair at all times. The Booking Conditions are simply a clearly set out contract which details the responsibilities of Complete North America & you the customer.

### Conditions.

These conditions shall form the sole contract between the person signing the Booking Form & all other persons named in the form (referred to as the 'Passenger') & Complete North America Limited (referred to as the 'Company'). These conditions may not be altered or varied except by notice in writing to the person signing the form by a duly authorised officer of the Company. When booking a holiday, the Passenger(s) will be asked at a given point to complete, sign & return the Booking Form. Where an inclusive holiday is provided by another supplier then their respective 'Booking Conditions' will apply, for which we the 'Company' & you the 'Passenger' must comply.

### Contract.

No contract shall exist between the Company & the Passenger until the Company has received the Booking Form duly signed & completed together with a minimum deposit of £150.00 per person, or alternatively, in the case of telephone reservations, when a credit card has been used for the deposit to secure the reservations. When you contact us to make a booking, we act as an agent for the relevant carrier which will be disclosed on your documentation. We reserve the right to substitute the carrier, if necessary. When you have paid the required deposit & we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all the services described in our invoice. The balance of the full holiday price must be paid either at the time of booking or no later than eight weeks before departure, failing which the booking shall be deemed to have been cancelled & cancellation charges will apply. For bookings made within eight weeks of departure, the full cost must accompany the Booking Form. The person signing the Booking Form shall be deemed to act as Agent for all persons shown thereon, & that signature shall bind all members of the travelling party jointly & severally to the Booking Conditions.

### Financial Security.

The Company is fully bonded under the Civil Aviation (Air Travel Organisers Licensing) Regulations 1972 (ATOL 5368) which provides for security of money paid over by clients & for the repatriation of clients in the unlikely event of the insolvency of the Company.

### Insurance.

Complete North America insists that adequate travel insurance is effected as we feel it is essential for your security & piece of mind. Complete North America will offer you comprehensive travel Insurance however It Is ultimately your responsibility to ensure you and all members of your party have In place adequate holiday travel Insurance and we suggest this Is effected at the time deposits are paid to Complete North America Limited.

### Your Holiday Price.

When you make a booking you must pay a deposit of £150 (Excluding any special offers that might be applicable from time to time) On certain tailor-made holidays a higher deposit may be required and you will be advised of this at the time these bookings are made.

The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance Is not paid In time, we reserve the right to cancel your travel arrangements. If the balance Is not paid In time we shall retain your deposit.

The cost of your travel arrangements shown on your confirmation are calculated using the prevailing buying/selling rate of exchange for the US\$=£1.00 and the CA\$=£1.00 as published In the Financial Times on the date your deposits for these travel arrangements were received.

The price of your travel arrangements Is subject to surcharges for Increases In:

- A) Transportation costs such as fuel, scheduled airfares and any other airline surcharges which are part of the contract between the airline (And their agents) and the tour operator or organiser.
- B) Government action such as Increases In VAT or any other Government Imposed levy or Increase.
- C) Currency changes In relation to an adverse currency exchange rate variation.

Even in these cases we will absorb an amount equal to 2% of the holiday price, which excludes Insurance premiums, & any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid to us for holiday insurance & amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.'

### Alteration or Cancellation of Booking by you.

If, after we have confirmed a booking, you request any amendments to your travel arrangements, communication charges & other expenses will be payable by you together with an amendment fee of £50.00 per alteration, whether or not we are successful in complying with the request. Alterations or amendments requested less than 8 weeks prior to departure will be treated as cancellations & subject to the appropriate cancellation charges. Should you alter arrangements at any time during your holiday without our consent, we cannot be liable for extra expenditure you incur as a result, i.e. local cancellation charges, transfers etc. Neither shall we be liable to pay you a refund for unused services.

Should you, or a member of your party, be forced to cancel, you must advise Complete North America in writing, this letter should be signed by the person who signed the original booking form. Cancellation charges excluding insurance premium will be calculated from the date written notification is received by

Complete North America as shown below :

More than 56 days Loss of Deposit

55 - 42 days - 20%

42 - 29 days - 30%

28 - 16 days - 50%

15 - 04 days - 75%

03 - Day of departure - 100%

#### **Alteration or cancellation of booking by Complete North America.**

Although Complete North America will make every reasonable effort to provide you with the holiday arrangements you book, occasionally it may be necessary for us to alter holiday arrangements for a number of reasons, which we reserve the right to do at any time, however this would not occur less than 14 days before the commencement of travel arrangements. Should these changes be minor, which includes the change of airline, alternative comparable arrangements will be offered. However, if a major change becomes necessary you all then have the choice of either: i. accepting the changed arrangements as notified to you, or ii. purchasing another available holiday from us, or iii. cancelling your holiday. Complete North America will not cancel your travel arrangements after the date when payment of the balance is due unless it is necessary to do so as a result of hostilities, political unrest or other circumstances amounting to force majeure, unless the client defaults in payment of such balance. Within 8 weeks of departure you will also be entitled to compensation in accordance with the scale below; provided we have received full payment: Period before scheduled departure date within which material modification is notified to you:

Compensation per person

42 days or more - Nil

41 - 29 days £10.00

28 - 15 days £20.00

14 - Day of departure £30.00

Important Notes -

A material change is one made before the date of departure & which included a significant change of resort, a change of accommodation to that of a lower category &/or price, a change of flight time of more than 12 hours or a change of airport which is inconvenient to you. Payment of compensation as in the scale above will not be paid for any change caused by war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity, technical or maintenance with transport, changes of schedules or operational decisions of air carriers or similar circumstances beyond the control of Complete North America.

#### **Liability.**

We always do our best to ensure that your holiday arrangements are satisfactory & we have taken all reasonable care to see that the various components parts of your holiday conform to a suitable standard. Accordingly Complete North America stand by the holiday arrangements we provide & accept responsibility should the services we offer prove deficient or fall short of a reasonable standard. We also accept responsibility for not only the acts &/or omissions of our employees but also those of our suppliers. We are not however to be responsible for, nor do we accept liability arising out of death, bodily injury or illness caused to the signatory to the booking form &/or any person included in it. If any service called into question consists of carriage by air or by sea the our obligation & liability is limited in the manner provided by international conventions governing air & sea carriers. Complete North America accepts no responsibility during the course of your holiday for, & shall not be liable in respect of, loss, injury or damage caused by force majeure, events such as strikes, riots, civil strife, political unrest, hostilities, war or threat of war, terrorist activity, epidemic, quarantine or medical regulations, industrial dispute, fire, flood, nature & nuclear disasters, technical or weather problems affecting transport, aircraft grounding, closure of airport or ports or other similar events. If you or a member of your party is prevented from travelling on an aircraft because in the opinion of any person in authority at the airport (including by way of example but not of limitation of the police, pilot, or security personnel) you appear by reason of intoxicating liquor or misuse of drugs, either to be unfit to travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your journey or holiday, including any return flight, thereupon ceases. Full cancellation charges will then apply & no refunds will be given. Furthermore, we will then be under no obligation whatsoever to pay you compensation or costs which you may incur in respect of or as a result of alternative arrangements you make. The Civil Authority Regulations allow all scheduled flight times & details to be changed by the airline or operator without prior notice. We cannot, of course, be in any responsible for such changes. The responsibility of the Transatlantic & US domestic Airlines in connection with the holidays we book is limited to the carriage of passengers & their luggage in accordance with the Conditions of Carriage of the participating airlines. Many of these conditions employed by airlines & other carriers are subject of international agreements. On rare occasions where departures are delayed due to circumstances beyond the carrier's control, such as adverse weather conditions & strikes, we regret that any expense incurred as a result is the client's responsibility & refunds cannot be given in respect of hotel accommodation or meals not taken as a result of such a delay.

#### **Complaints.**

Complete North America appreciates that in spite of everything, problems can arise. The majority of complaints can be sorted out on the spot & it's essential that you call the contact number that Complete North America will supply for problems and complaints. This number should be used as soon as a problem or reason for complaint arises. In the case of hotel reservations, the relevant number will be printed on your hotel voucher/confirmation. You should also where possible contact Complete North America by telephone/fax or email so that we may assist in trying to rectify any problem immediately. It is also essential that you let us know about all complaints within 30 days of your return to the UK. . If contact is not made to our office this will obviously prevent Complete North America from taking action whilst your vacation is in progress.

Complaints reported to our office, once you have returned home, must be received in writing. They will be acknowledged within 7 days of receipt, & a full response will be made within 28 days of receipt. In the unlikely event that we cannot resolve a dispute arising out of, or in connection with this contract, the complainant may (if you wish) be referred to arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents is administered quite independently by the Chartered Institute of Arbitrators. This scheme provides for a simple & inexpensive method of arbitration on documents alone with a restricted liability on you in respect of costs. This scheme does not apply to claims for an amount greater than £1500.00 per person or £7500.00 per booking form or to claims, which are

solely, or mainly in respect of physical injury or illness or the consequences of such injury or illness. The application for arbitration must be made within nine months of return from the holiday, but in special circumstances this period must be extended.

**Health.**

You should ensure that you are aware of any specific requirement relating to health in the country you are visiting. You should consult the D.H.S.S. leaflets SA40 & SA41 (The Travellers guide to Health) available from the Department of Health. You should also check with your own doctor before your departure as to whether any inoculations are considered available & necessary for your resort.

**Documentation.**

All passengers must be in possession of a valid ten-year passport. British Citizen passport holders, staying in the USA for no more than 90 days do not require a visa, providing they are travelling on a return & or onward scheduled airline ticket & have no criminal record. They must however complete a Visa Waiver form, which is available at the airport of departure. British Citizen's passports should have a validity of at least 3 months after your departure from North America. It is the responsibility of non British Citizens to ensure that they are in possession of the correct documentation to allow them to enter their country of destination. If you have any questions regarding your entry documentation for the United States & Canada then It Is your responsibility to check this prior to departure with the relevant Embassy or Complete North America.

**Seat Requests.**

Whilst we endeavour to assist with a request, we are unable to confirm or guarantee specific seats. The non-allocation of specific seats prior to, or on the day of departure, is not considered sufficient grounds for the Passenger to amend or cancel their holiday arrangements.