



## **SOLIMAN TRAVEL'S BOOKING CONDITIONS**

### **OUR COMMITMENT TO YOU**

#### **PROVIDING YOUR HOLIDAY**

Your holiday contract is with SOLIMAN TRAVEL LTD, a fully bonded member of ABTA and licensed by the Civil Aviation Authority. We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease brochure prices, and to decline any booking. The booking is not accepted until the date shown on the balance invoice, which will be sent to you or your travel agent. It is only then that a binding contract exists between you and us.

#### **IF WE CHANGE YOUR HOLIDAY BEFORE YOUR DEPARTURE**

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking. However, we plan arrangements many months in advance of your holiday, and use the services of independent suppliers such as airlines, hotels etc, over whom we have no direct control. It is therefore the case, that on occasions changes do have to be made, and we reserve the right to make these.

Most of these changes are minor. However, if we consider them a major change we will endeavour to advise you or your travel agent as soon as is reasonably possible if there is time. We consider a major change to be one where there has been a significant change of resort, a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, and a change of departure airport, (except between London airports). In the case of your being advised of a major change before your departure, you then have the following choices:

- To accept the alternative offered.
- To choose and purchase another available holiday from us at the appropriate price.
- To cancel your holiday and receive a full refund of all monies paid to us.

Whichever of the above options you choose, we will pay you compensation of £30 per person if a major change is notified to you or your travel agent within 61 days of your scheduled departure date.

#### **IMPORTANT NOTE**

We will not pay any compensation for changes which arise as a result of situations beyond our control. For example technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, refusal of landing rights by the CAA to any airline. This also includes any other acts of force majeure, namely: war or threat of war, terrorist activity, riots, civil strife, strikes and other industrial disruption, natural disasters, fire, quarantine, epidemics, bad weather conditions, Government action, or other such unforeseen events.

#### **IF WE CHANGE YOUR HOLIDAY ACCOMMODATION WHILST IN RESORT**

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation is not available when you arrive at your resort. If this happens, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the brochure price between the accommodation booked and that available, and will pay £30 per person for any inconvenience.



#### IF WE CANCEL YOUR HOLIDAY

We reserve the right to cancel your holiday for any reason. However, we have no intention of cancelling your holiday within 61 days of departure unless it is for a reason outside our control (see IMPORTANT NOTE). If we have to cancel your holiday, we will offer you:- An alternative holiday of comparable type, though if the alternative offered is at additional cost, the difference will be payable by you, or A full refund of all monies paid. In both cases, compensation as offered for major changes will also be paid. The above offers will not apply where the cancellation by us arises out of non-payment or late payment on any part of the cost of your holiday, or for alterations requested by you within 61 days of departure, when amendment or cancellation charges will apply.

#### OUR COMMITMENT TO YOU FOR YOUR HOLIDAY ARRANGEMENTS

Soliman Travel Ltd. is a member of ABTA, Registration No. V829X, and is licensed by the Civil Aviation Authority, ATOL No. 2556 and bonded with major banks/insurance companies to protect customer holiday payment and repatriation.

The price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 05 February 2001 in relation to the Egyptian currency. The price of your holiday quoted in our Tariffs is subject to change prior to booking. However, the price we confirm at the time of booking is the price we guarantee.

We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. Furthermore, we will accept liability for any negligent act or omission of our suppliers, whilst they are acting within the scope or in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us, including any claim involving death, personal injury or illness.

In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions. You can ask for copies of these international conventions from our London offices.

It is important to note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit liability. Copies of such conditions are available from our London offices.

Operational decisions may be taken by Air Carriers and airports resulting in delays, diversions or rescheduling. Soliman Travel has no control over such decisions, and is therefore unable to accept responsibility for them.

#### OUR COMMITMENT TO YOU FOR PERSONAL INJURY CLAIMS (UNCONNECTED WITH ARRANGEMENTS MADE BY US)

Should you or any member of your party suffer illness, personal injury or death, through any misadventure during your holiday out of an activity which does not form part of your holiday arrangements, nor part of any excursion sold through us, we shall offer you, subject to our reasonable discretion, assistance in pursuing any claim you intend making against the offending party, provided that you request such assistance within 90 days from the date of the misadventure.

#### UNUSED SERVICES

No refund or compensation will be made or given for any unused hotel/cruise accommodation,



meals or any unused services or features of the tour/holiday, nor will such be exchangeable for any other accommodation, meals, services and features.

#### DEALING WITH COMPLAINTS

We certainly hope that we can settle any holiday complaints amicably. However, should this prove not to be the case, you may refer any dispute in relation to this contract to an Arbitrator appointed by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £1,500 per person or £7,500 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. An application for arbitration must be made within nine months of the date of return from the holiday, but in special circumstances it may still be offered outside the period. Details may be obtained from the Association of British Travel Agents.

#### JURISDICTION

This agreement shall be governed by English law and be subject to the exclusive jurisdiction of the English courts.

NOTE We pride ourselves on the quality of our sales staff. We are committed to on-going training, part of which sometimes involves the recording of phone calls.

#### YOUR COMMITMENT TO US

##### BOOKING YOUR HOLIDAY

When you or your Travel Agent wish to confirm a holiday booking, you must sign a Booking Form and pay a non-refundable deposit of £125 per person.

When you sign the Booking Form, you are confirming that you understand and have accepted our Commitment to You (our Code of Conduct), and the important General Information. You are also accepting that the terms of our Commitment to You form the basis of any contract between Soliman Travel and yourself, which is subject to the English Law and the exclusive jurisdiction of the English Courts. The person signing the Booking Form warrants that he or she has the authority of all other persons included in the holiday to make the booking on their behalf.

##### PAYING FOR YOUR HOLIDAY

After your booking is taken and a deposit received, a balance invoice will be sent to you detailing the total cost due. Full payment is due not less than 61 days before departure. If you do not pay in full 61 days before departure, we reserve the right to cancel your booking, and cancellation charges will apply. If you make a holiday booking within 61 days of your departure date, then you must pay the full cost of the holiday at the booking stage. Any monies paid by you to a Travel Agent acting on our behalf are held by the Agent on our behalf at all times.

##### MAKING CHANGES TO YOUR HOLIDAY BOOKING

When booking your holiday, if you wish to make a modification to a holiday shown in the brochure, we will try to assist. Should you wish to change to an alternative featured hotel, this will be charged at the difference in published price, as long as Soliman Travel holds the space required. If we have to make a special request for alternative or extra space, an administration fee of £25 per booking will be charged.

If you want to change any part of your holiday arrangements after the balance invoice has been issued, this can be done (up to 61 days prior to your departure) for a charge of £25 per booking,



subject to availability and any extra costs incurred.

If you want to make any changes within 61 days of your departure date, then these will be treated as a cancellation of the original booking and cancellation charges will apply.

#### **CANCELLING YOUR HOLIDAY**

If you or anyone on your holiday booking decides to cancel the holiday, we must be notified of the decision **IN WRITING**. The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable depending upon when the notification of cancellation is received.

Prior to 61 days: deposit forfeited

60 - 42 days: 30% of total holiday cost

41 - 28 days: 50% of total holiday cost

27 - 7 days: 75% of total holiday cost

Less than 7 days: 100% of total holiday cost

#### **INSURANCE**

You must have comprehensive insurance cover, adequate to your needs, when traveling. You can take out cover through Soliman Travel, in which case the premium will be added at the time of booking. If you are not taking our insurance cover, you must take travel insurance providing comparable or greater cover. Comprehensive insurance will also in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees.

#### **TRANSFERRING OF BOOKINGS**

If you are unable to travel, in certain circumstances which we consider reasonable, we may allow you to transfer your booking to another party. However, the arrangements must remain **EXACTLY** the same and, will only be allowed if all suppliers, eg airlines, hotels, cruise ships, are prepared to accept the transfer. In cases where a transfer is allowed, an administration charge of £50 per person outside 61 days of departure, and £100 per person inside 61 days, will be made, plus any charges that may be levied by suppliers.

#### **IF YOU HAVE A COMPLAINT**

If you have cause for complaint about accommodation or any other services whilst on holiday, you must bring it to the attention of the Company Local Representative or Agent, so that the problem may be amicably resolved without delay. This should be backed up by a letter signed by you and our representative before you return home, followed by a further letter to Soliman Travel Ltd., to be received within 28 days of the end of your holiday. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon your return: this may affect your right to claim under this contract.

#### **CHARTER FLIGHT CONDITIONS**

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability of a passenger injury or death. For damages up to 100000 SDRs (approximately £80,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.



#### Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately £13,000).

#### Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability of passenger delay is limited to 4150 SDRs (approximately £3,300).

#### Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for the baggage delay is limited to 1000 SDRs (approximately £800).

#### Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £800) in the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

#### Higher limits for baggage

A passenger can benefit from higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

#### Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

#### Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that the air carrier is the contracting air carrier.

#### Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

#### Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.