

Booking Conditions

USEFUL TELEPHONE NUMBERS

Cyprus Tourist Board	020 7321 4183
Cyprus High Commission	020 7321 4100
Czech Republic Embassy	020 7243 1115
Czech Tourist Authority	01582 725 874
Egyptian Consulate	020 7235 9777
Greek Tourist Board	020 7495 9300
Greek Embassy	020 7229 3850
Malta High Commission	020 7292 4800
Malta Tourist Office	020 8877 6990
Netherlands Board of Tourism	020 7590 3200
Royal Netherlands Embassy	020 7590 3200
Portuguese Tourist Board	020 7201 6666
Portuguese Embassy	020 7235 5331
Spanish Tourist Board	020 7317 2011
Spanish Embassy	020 7235 5555
Turkey Tourist Board	020 7839 7778
Turkish Embassy	020 7591 6900
US Embassy	020 7499 9000

TIPPING

Tipping is standard practice and expected, especially in Egypt. Keep plenty of small change/notes for tipping purposes. The general rule is to tip little and often. You will be expected to tip porters, waiters, pool attendants, barmen, boat crew, coach drivers, taxi drivers and in general anyone who offers you any type of service or assistance.

PERSONAL SAFETY

Please take care of all your personal property and valuables at all times. Wherever possible, you should make use of any safes that are available in your accommodation. Always remember to lock your door and close your windows at night and when you go out in the same way that you would at home. Be careful when walking around holiday resorts, since given the opportunity, pickpockets throughout the world are keen to help themselves to your handbags, cameras etc.

MEALS

Bed and Breakfast is usually continental unless otherwise stated. Half Board is usually breakfast and evening meal and can be either buffet or waiter service at the discretion of the management. Guests staying on half board, full board or all-inclusive basis have their meals in the main hotel restaurant unless otherwise advised on arrival. Please bear in mind that guests with special dietary needs (for example, vegetarians, vegans and different cultures) may not find the same variety or options available that they are accustomed to. Although several higher standard hotels will offer an alternative menu, please do not expect too much. Your board ceases when you vacate your accommodation at 12 noon on your departure day.

DRESS CODE

Most 3, 4 and 5-star hotels enforce a minimum dress code for dining in the restaurants in the evenings. In effect, this means no jeans, no shorts, no trainers and no swimwear for both men and women. This is only a guideline and requirements may vary between hotels, therefore it is advisable to check on arrival at your chosen hotel.

TRAVEL AND HEALTH ADVICE

Before you go overseas, check out the Foreign and Commonwealth Office website at www.fco.gov.uk/knowbeforeyougo; it is packed with essential travel advice and tips, and up-to-date country information. Useful health advice and information can be found on the Department of Health's website at www.dh.gov.uk/travellers they also produce a leaflet entitled "Advice on Health for Travellers". Please speak to your GP or Practice Nurse if you have any queries regarding your health and travel arrangements.

EHIC

You should obtain a European Health Insurance Card (EHIC) prior to travel. The EHIC entitles all UK residents to reduced cost (sometimes free) health care, if necessary, whilst travelling in most European countries. The quickest way to get an EHIC is to apply online at www.dh.gov.uk/travellers as customers will receive it within 7 days. Alternatively, customers can call the EHIC Application Line on 0845 606 2030 or pick up an application pack from local Post Offices. It can take up to 21 days for the EHIC to arrive if applied for by post. Please remember that the EHIC is an addition to travel insurance and should not be relied upon instead of travel insurance. Some insurance policies may be deemed invalid without the EHIC and you should check with your insurance provider before travelling.

IT IS IMPORTANT THAT YOU READ THESE BOOKING TERMS AND CONDITIONS AND OUR USEFUL INFORMATION PRIOR TO MAKING YOUR BOOKING AS THEY WILL FORM THE BASIS OF YOUR CONTRACT WITH US:

The following terms and conditions and our "Useful Information" form the basis of the contract between you and ENABLE HOLIDAYS LTD. This contract is made in accordance with these booking conditions which are governed by English Law and we both agree to submit to the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

We are a member of ABTA (membership no W7335) and we provide full financial protection for our package holidays.

For flight-based holidays this is through our Air Travel Organiser's Licence number G261. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

When you buy a package holiday that doesn't include a flight, protection is provided by way of Bond held by ABTA Ltd with The Independents' Advantage Insurance Company Ltd. For further information please see www.abta.com.

1. OUR AGREEMENT WITH YOU

- 1.1 When you make a booking you guarantee that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions. You will also become directly responsible for the payment of the total holiday price and if applicable and appropriate, any cancellation charges.
- 1.2 A contract will exist as soon as we issue our confirmation invoice. In the event that your booking is made by a travel agent a contract will exist once you ask the travel agent to confirm the booking and a booking reference has been issued to you subject to section 21 below (System Errors).
- 1.3 We will only accept bookings if the lead name of the booking is over 18 years of age. Written consent from parent / legal guardian is required for any travellers under the age of 18 who are travelling without their parents or legal guardians.

2. YOUR HOLIDAY PRICE

- 2.2 When you make your booking you must pay a minimum deposit of £250 per person. The deposit payable may vary according to destination and product. Please note that if your booking includes a scheduled flight, the price of the flight may be payable in full at the time booking depending on class of fare booked.
- 2.3 The balance of the price of your travel arrangements must be paid at least twelve weeks before your departure date. If the deposit and/or balance are not paid on time, we shall cancel your travel arrangements and retain your deposit if applicable. You may also be charged any appropriate cancellation charges if applicable under Section 4.
- 2.4 No person will be allowed to travel unless we have received cleared funds, or evidence of cleared funds, prior to your date of departure.
- 2.5 All monies paid to the travel agent are held on our behalf at all times. Where the booking was made via an agent you will have to provide us with documentary proof that you have paid the travel agent e.g. credit card statement, in order for us to claim any payment from the agent in the unlikely event that payment issues arise.
- 2.6 If you are paying by credit card, you will incur a credit card fee which will be notified to you prior to confirming your booking. We aim to keep these charges to a minimum and in accordance with the amounts charged by the credit card companies. No charges will be incurred for payments made by debit card.
- 2.7 **Please note:** In the event of any conflict between any special offers on our website and the price quoted by our reservations department, the price quoted by our reservations department will prevail.

SURCHARGES

- 2.8 Please note that the price of your travel arrangements can

be varied due to changes in: transportation costs e.g. fuel, taxes or fees chargeable for services e.g. landing taxes, and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations.

- 2.9 There will be no change within 30 days of your departure and we will absorb any variation up to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1.00 per person together with an amount to cover agents' commission.
- 2.10 If this variation means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept alternative travel arrangements if we are able to offer them (if this is not of equivalent or higher quality you will not have to pay more but if it is of lower quality you will receive a refund of the difference in price), or cancel your travel arrangements and receive a full refund of all monies paid, except for 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 surcharge notification. Please note that in the event of cancellation you may be charged a cancellation fee as set out in section 4.
- 2.11 **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.

3. IF YOU CHANGE YOUR HOLIDAY

- 3.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible.
- 3.2 Please note that it is not possible to change your holiday from one season to another. Such alterations will be considered and treated as cancellations and you may incur a cancellation fee as set out in section 4.
- 3.3 Any request for changes to be made must be in writing from the person who made the booking or your travel agent.
- 3.4 When requesting a change to your arrangements you will be asked to pay an administration charge, (detailed below), and any further cost we incur in making this alteration (for example, if there is a difference in price). 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.
- 3.5 **Please Note:** Certain travel arrangements (e.g. scheduled flights) cannot be changed after a reservation has been made and any alteration request may incur a 100% cancellation charge. You will be advised of any such changes prior to confirming your booking. Any amendments to scheduled flights will be subject to the individual airline policy in place which is beyond our control. In some cases, amendments to scheduled flights may mean cancellation and re-booking. In these circumstances you will be liable to pay the airline charges and cancellation fees, in addition to any amendment fees we charge.
- 3.6 Charges for alterations will apply as follows:
 - a) If you make any alteration to your holiday after we have confirmed your booking, other than increasing the numbers in your party or adding a service to your booking, an amendment fee of £35 will be charged, in addition to any applicable accommodation or airline fees.
 - b) For changes within 12 weeks of the departure date, other than a name change, you will be liable to pay cancellation charges (please refer to section 4).
 - c) Name changes will be accepted up to 3 weeks before your departure date and a charge of £35 will be levied per change, in addition to any applicable accommodation or airline fees.
 - d) Cancellation charges may be applicable where name changes are made within 3 weeks of the departure date, plus any applicable airline charges. This includes changing a name from your maiden name to your married name.
 - e) If the holiday price depends on the number of persons booked into an accommodation and you wish to change that number of persons, the price will be calculated on the basis of the new party size. Any increase in price per person as a result of part cancellation is not a cancellation charge. It is a price adjustment resulting from the amendment to the number of persons travelling.
- 3.7 **Important note:** all amendments must be confirmed in writing by fax, email or post by the lead name on the booking or by your travel agent. If a fax/email is used as the appropriate method of cancellation, you/ the travel agent are advised to keep a copy of the fax/ email confirmation as this may be required for proof in the unlikely event of any discrepancies.

4. IF YOU CANCEL YOUR HOLIDAY

- 4.1 You may cancel your travel arrangements at any time. Your travel arrangements may not be cancelled by anyone else in your party unless we have express written permission from you to do so.

Booking Conditions

- 4.2 All cancellations must be notified to our office in writing (by email to info@enableholidays.com or by post to Enable Holidays Ltd, 201-202F The Big Peg, 120 Vyse Street, Birmingham B18 6NF, United Kingdom) by the lead name on the booking or your travel agent and should be marked 'URGENT - CANCELLATION NOTIFICATION'. Cancellations can also be made by fax or email by you or your travel agent and must be marked the same way. You/your Travel Agent must keep a copy of your written cancellation request in case of any discrepancies and we would advise you to check that your cancellation request has been received and acted upon by us. The effective date of cancellation will be when the notification is received by us.
- 4.3 Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below:

Notification Period	Cancellation Charge
71 days or more	Loss of deposit
70 – 53 days or more	30% of holiday cost* or deposit if more
52 – 36 days or more	50% of holiday cost* or deposit if more
35 – 22 days or more	70% of holiday cost* or deposit if more
21 – 15 days or more	90% of holiday cost* or deposit if more
14 days or less	100% of holiday cost*

* If you change your booking, 'Holiday cost' does not include any handling/amendment fee or other costs paid which are not refundable in the event of your cancellation (for example including but not limited to scheduled flights).

- 4.4 **Please Note:** Cancellation terms and charges will apply where you wish to cancel due to inclement weather conditions at your chosen destination. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

5. IF WE CHANGE OR CANCEL YOUR HOLIDAY

- 5.1 It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time.
- 5.2 Most changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Please note that no compensation is payable in respect of minor changes. Please note that Airlines referred to in our 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 or higher within the same resort area, or a change of departure airport to one within the same region.
- 5.3 If we make a major change, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, subject to availability.
- 5.4 We also reserve the right to cancel your travel arrangements. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this section. 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 endeavour not to cancel your travel arrangements, except for reasons of force majeure or failure by you to pay the final balance. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure.

Major changes may include the following:

- We need to change your flight departure time by over 12 hours;
 - We have to change your accommodation to that of a lower rating/classification;
 - We have to change your holiday to a different country or different area of the same country;
 - Change of UK departure airport except changes between London airports i.e. Gatwick, Heathrow, Luton or Stansted.
- 5.5 You will have the choice of accepting the change of arrangements; or accepting an offer of alternative travel arrangements from us, if available; or cancelling your booked holiday and receiving a full refund of all monies paid. If the alternative arrangements selected are of a lower price than those originally confirmed, the difference will (if already paid) be refunded to you. If the alternative is more expensive you must pay the difference in price.
- 5.6 If you accept the alternative arrangements, the contract between us will be varied to incorporate the new arrangements.
- 5.7 In the event that you choose not to accept alternative arrangements and opt for a cancellation with a full refund, the refund will not include any handling/ amendment fees or any other costs if you have previously changed your booking.

- 5.8 In the case of a major change as defined by this section, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below. Please note: we will only make one payment for each full-fare paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts.

Notification Period	Cancellation Charge
84 day and over	Nil
Between 83 to 29 days	£10.00
Between 28 to 14 days	£20.00
13 and 1 day or notice in resort	£30.00

- 5.9 **Please note:** A change of arrival airport or flight operating with a stopover at another airport does not constitute a major change.
- 5.10 No claim for additional expenses or other compensation will be considered. For example, if you decide to cancel your travel arrangements instead of accepting the alternative we have offered and you then book a more expensive holiday, we will not consider any claim for the difference in price you have paid.
- 5.11 **IMPORTANT NOTE:** Compensation payments do not apply to circumstances beyond our control (force majeure). 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, technical problems with transport, go slow, airport closures, bad weather conditions, airline failure and similar events beyond our control.

6. YOUR RESPONSIBILITIES

You accept responsibility for both you and your party in respect of the following:

- You must ensure that you and your party have valid passports and appropriate visas. Please refer to section 15.
- You should check if vaccinations are required for your chosen destination with your doctor.
- Airline regulations state that women who are 28 weeks or more into pregnancy at the time of return travel must have a doctor's certification stating that they are fit to travel. Normally, permission to travel is refused after 32 weeks. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger for this reason.
- You must be responsible for the behaviour of yourself and your party. (Please refer to section 9).

7. CHANGES AFTER THE START OF YOUR HOLIDAY

- 7.1 Very occasionally we may have to change your holiday arrangements after you arrive in the resort. If we do this, we will try to place you in accommodation of the same or higher standard in the same or similar resort.
- 7.2 We will pay you compensation according to the scale shown in section 5 only if the change constitutes a major change as specified.
- 7.3 You have no right to cancel your booking after you have left for your holiday if we offer you a suitable alternative, prior to departure.

8. OUR LIABILITY TO YOU

- 8.1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements.
- 8.2 However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or in the event of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
- 8.3 Our liability, except in cases involving death injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements.
- 8.4 Our liability will also be limited in accordance with and/or an identical manner to:
- The contracted terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
 - Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.
- 8.5 You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (Enable Holidays, 201-202F The Big Peg, 120 Vyse Street, Birmingham, B18 6NF, United Kingdom 0871 222 4939).
- 8.6 **Please note** that this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

EXCURSIONS

- 8.7 Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.
- 8.8 For any excursions or other tours that you book, your contract will be with the operator of the excursion or tour and not with us.
- 8.9 We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

PROMPT ASSISTANCE IN RESORT

- 8.10 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

9. BEHAVIOUR

- 9.1 If you are prevented from utilising your aircraft seat and/or booked accommodation as a result of your behaviour, or you appear to be unfit for travel or likely to cause disturbances or discomfort to other persons whether due to alcohol consumption, misuse of drugs or general misbehaviour our responsibility for your journey/ accommodation ceases and you will be deemed to have cancelled your arrangements. Full cancellation charges will apply (if applicable) and any extra costs incurred in making alternative arrangements will be payable by you.
- 9.2 For the avoidance of doubt, we will have no further obligation to assist you with alternative arrangements.

- 9.3 Furthermore, our liability towards you will cease in the event that you or your party causes any damage, disturbance, discomfort for any reason, whilst staying in your resort. This may also lead to your eviction from the accommodation.

10. FLIGHT DELAYS

- 10.1 Unfortunately there are occasions when, for reasons beyond our control, your flight may be delayed. Although we cannot accept liability for any flight delays, we will do our best to liaise with the airline providing your flight in the event of a delay.
- 10.2 Please remember that it may be possible to make an insurance claim for any flight delays.
- 10.3 If you have not purchased our recommended insurance, it is your responsibility to ensure that you are fully protected against flight delays.
- 10.4 We cannot accept any liability for any payment you have to make, or for any time lost on your holiday, as a result of any delay unless we have given our permission beforehand.
- 10.5 Under EU law you have rights in some circumstances to a refund and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If your airline does not comply with these rules you should complain to the CAA's Passenger Advice and Complaints Team (PACT) on 020 7453 6888 or visit www.caa.co.uk

11. IF YOU HAVE A COMPLAINT

- 11.1 If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately, who will endeavour to put things right. Your complaint will be recorded by our representative in resort.
- 11.2 Before complaining please consider whether you have taken into account our 'USEFUL INFORMATION' section.
- 11.3 It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and ensure it is recorded whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please note that under article 15(9) - The Package Travel Regulations 1992, you have an obligation to make your complaint known in resort to our local representative.
- 11.4 If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Enable Holidays Limited, Enable Holidays, 201-202F The Big Peg, 120 Vyse Street, Birmingham, B18 6NF giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.
- 11.5 It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract which cannot be settled amicably may (if you wish) be referred to Arbitration under a special scheme which, is arranged by the Association of British Travel Agents (ABTA), but is administered independently. It provides for a simple and inexpensive method of

Updates to these terms and conditions will be featured on www.enableholidays.com. Please check our website for our latest terms and conditions.

arbitration with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

12. TICKET CONDITIONS

- 12.1 Your tickets will be issued and sent to you within 14 days of your departure. We are unable to issue tickets any sooner.
- 12.2 When you travel by air, sea or land, the conditions of carriage of that airline/boat/coach company apply, some of which limit or exclude liability for certain events. These conditions are the subject of international agreements between countries and will be made available for inspection at our offices; copies will be available on request.
- 12.3 We will not be responsible if you arrive late for the specified check in time or for the flight nor can we accept any responsibility for any loss by you for your holiday travel tickets, vouchers or coupons. If you lose your tickets, the airline may levy a charge to reissue them which is beyond our control.
- 12.4 If your ticket needs to be amended for any name changes you will be charged in accordance with section 3.
- 12.5 It is imperative and a strict condition of booking that you confirm your inbound flight details not more than 48 hours and not less than 12 hours prior to your previously notified flight time (*72 hours if the reconfirmation period falls over a public holiday). Your travel documentation will confirm where and how this can be done. We do not accept liability in the event that you fail to comply with this condition and, due to flight change, miss your return flight.

- 12.6 The times quoted on your documentation are local times.
- 12.7 It is important that passengers check-in at least 2-3 hours before the flight departure time.
- 12.8 If your outbound journey is not utilised the inbound reservation is automatically cancelled.

13. YOUR ACCOMMODATION

- 13.1 The self-catering or hotel provided is only for the use of passengers shown on the confirmation invoice as confirmed by us.
- 13.2 Sub-letting, sharing or assigning the accommodation is prohibited, as are overnight guests.
- 13.3 You are responsible for damage caused to accommodation by you or a member of your party. Please refer to section 9 for further details.
- 13.4 The Company has no control over the behaviour of persons visiting or residing at your hotel/self-catering complex and it cannot accept responsibility for any acts and/or inconvenience caused to you as a result of their behaviour.

14. INSURANCE

- 14.1 It is a condition of booking that you take steps to adequately insure yourselves before travelling.
- 14.2 You must therefore either purchase our recommended travel insurance or alternatively arrange a policy yourself which is at least as good as that recommended.
- 14.3 Failure to purchase adequate travel insurance may result in our cancelling your holiday and levying appropriate cancellation charges.
- 14.4 If you plan to travel to another country outside your holiday destination you must ensure that you are adequately insured for travel to that country. Please check with your travel insurer for details.
- 14.5 We do not accept any liability in the event that you fail to purchase travel insurance and subsequently incur loss as a result of the failure to purchase insurance.

15. PASSPORT, VISA AND IMMIGRATION

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

16. BROCHURE AND WEBSITE ACCURACY

- 16.1 We will provide the facilities and services advertised in this brochure and on our website.
- 16.2 If our suppliers or ourselves withdraw those facilities or services or limit them for any reason, we will try to tell you and where appropriate pay you compensation, if applicable.

- 16.3 We cannot pay any compensation for events which are outside our, or our suppliers', control.
- 16.4 Outside of peak season it is common for facilities and services to be less widely available, both in your accommodation and in your holiday resort generally. We cannot accept liability in those circumstances. There will be occasions, particularly at the beginning and end of the season, when accommodation management may decide to close a property down due to the low number of guests or bookings. In such circumstances we have no obligation other than to find you suitable alternative accommodation of the same standard in the same resort and section 5 will apply in relation to your entitlements.

16.5 Public Holidays and religious festivals also affect the availability of resort and hotel facilities. The relevant National Tourist Office can provide details of such events and further information regarding your chosen holiday resort.

- 16.6 If we know about building work or other noise likely to affect your holiday arrangements we aim to tell you before you leave.
- 16.7 The information in this brochure is checked and is known to be correct on the date the brochure went to print February 2012. However, as this is many months before you take your holiday and despite careful checks, errors or changes may occur after the date of publication. If we are made aware of such errors, we will of course endeavour to inform you of them at the time of booking.
- 16.8 To ensure you have up to date information please check with your travel agent, our in-house reservations team or our website at www.enableholidays.com.

INFANTS

- 16.9 In accordance with Air Navigation Regulations an infant must be under 2 years of age on the date of their return flight.
- 16.10 The cost of a cot (where applicable) must be paid direct to the accommodation.
- 16.11 Airlines charge a fee for the carriage of infants. This varies from airline to airline and will be advised to you prior to booking.

17. LOST PROPERTY

If you leave any personal property in the resort and would like us to assist you in retrieving it, a handling fee of £40 will be levied. This is not refundable if the item(s) is/are not found. For further assistance, please call Customer Services on 0871 222 4939.

18. ALL INCLUSIVE HOLIDAYS

All-inclusive normally includes all meals and some local drinks during designated times of the day. The choice of drinks available varies from property to property. Please refer to the individual property descriptions in our brochure or website for further details.

19. MOBILITY IMPAIRMENT

- 19.1 We have selected the holidays in this brochure as being likely to be suitable for people with mobility impairments, their families and friends. We have reviewed access to public areas as well as bedrooms and bathrooms.
- 19.2 We have our 150 point check list information available to you by phoning us on 0871 222 4939. Only you can decide which holiday accommodation in which resort will suit you and this may depend upon with whom you are travelling. We will discuss with you your needs at check-in, on boarding the aircraft and on the journey to your accommodation so that we can make the best arrangements possible, but it is your responsibility to determine from the information we provide that the chosen holiday is suitable for your party. Although we have inspected every property featured and have completed a detailed 150 point audit, it is impossible to check every guest room in the accommodation and therefore, we cannot guarantee that every room will be identical in all respects.

20. SPECIAL REQUESTS

If you have any special requests that do not form part of the holidays described in this brochure (for example dietary or room requirements) please let us know at the time of booking. These will be passed on to the relevant supplier but we cannot guarantee that these will be met.

21. SYSTEM ERRORS

In rare cases errors may occur when inputting prices into our reservations system or website. We regret that any contract entered into on the basis of an erroneous price will be void. In the unlikely event that such a situation arises, you will be given the option to either pay the correct price or cancel with a full refund.

22. IDENTITY OF OPERATING CARRIER

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/ connecting flight/transfer. We do this by advising you of the carriers to be used or likely to be used at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

23. IMAGES AND CREATIVE LICENCE

23.1 During your holiday we may photograph, film or video (which includes all methods of capturing, storing and processing the resulting images whether in material or

immaterial form) scenes which may include you and/or your party. This is particularly relevant if you have booked a wedding with us which includes photographs/video(s) of the occasion.

- 23.2 When making your booking you agree on behalf of all members of your party that any photograph(s) or video(s) taken or arranged to be taken by us may be utilised by Enable Holidays for our reproduction in any publication, presentation or sales communication (including email or any other electronic communication) or campaign without limitation and to the extent necessary you license us to utilise any such images in whole or in part for any and all such or related purposes.
- 23.3 We cannot be held responsible for any photographic inaccuracies, and advise that a wide number of photographs are of generic images from stock library sources. These have been included for design purposes only.

24. WHAT IS INCLUDED IN YOUR HOLIDAY PRICE

- All travel from UK departure airport to destination airport and return.
- Airport charges including UK passenger charges, foreign airport taxes and UK airport/airline security charges (any additional increase in these charges will be notified at the time of booking).
- Baggage allowance is 15 or 20kg and will be notified to you at the time of booking.
- Transfer from your arrival airport to your holiday accommodation and return by private taxi.*
- Accommodation as specified on your final documents, including service charges.
- The services of a representative or local agent, at all of our featured destinations.
- Car hire where requested and prepaid prior to travel date.

* Transfers using adapted vehicles are available in many destinations - please ask for details and prices.

25. WHAT IS NOT INCLUDED IN YOUR HOLIDAY PRICE

- Transport between home and airport and return.
- In-Flight meals may be subject to an optional charge specified at the time of booking unless otherwise advised. Some airlines may not permit pre-bookable in-flight meals which alternatively may be purchased on board the aircraft.
- Holiday Insurance: You must ensure that you are adequately insured.
- Breakage and/or damages caused by you or your party whilst in your accommodation.
- Accommodation management may require a breakage/damage deposit upon arrival. These are refundable at the end of your stay provided the accommodation is left in good condition.
- Extra Services, drinks, laundry, visas, beach umbrellas/chairs, personal items, room service, air-con, fridges. Please note some of these facilities may be payable locally and deposits may be required by the accommodation management for the use of the facilities. Please refer to individual property descriptions for full details.
- Sports/beach facilities and equipment.
- Cot and food for infant.
- Excursions.

26. USEFUL INFORMATION

The information in the "USEFUL INFORMATION" section, and other relevant details in our brochure and website which affect your chosen holiday, are incorporated into these conditions and must be read carefully and accepted by you before you enter into contract with us. Failure to take these matters into consideration before you book may lead to subsequent disappointment, for which we cannot accept responsibility.

27. THE 1998 DATA PROTECTION ACT AND YOU

Information that you provide to us will be held on our computers (and in other ways) for use by us for the following purposes:

BOOKING INFORMATION

Information about you (and your travelling party) may be passed to holiday providers and others and may include things such as religious beliefs, dietary requirements, your (or your travelling party's) physical or mental health. This information may also be transferred abroad.

STATISTICAL ANALYSIS/MARKET RESEARCH, FRAUD PREVENTION/DEBT COLLECTION CONTACTING YOU

To contact you via e-mail, letter or phone with details of Enable Holidays', or selected suppliers', products and services which may be of interest to you. We may also monitor and/or record your telephone conversations with us for security purposes and to ensure consistent customer service levels (including staff training). By entering into a contract with us you agree to the use and disclosure of information by us as described. You are entitled to a copy of your information held by us and we may apply a fee for the permission of this information.

If you would like to see this please contact our customer services who will be able to assist you.