

# Booking Conditions

## 1. PARTIES TO THE CONTRACT

Your contract is with Planos Holidays, a trading name of Paxos Island Holidays Ltd, and when you sign the booking form you do so on behalf of all others named on the form.

## 2. BOOKING

The booking is not valid until the signed booking form and appropriate deposits have been received by us, and we have sent confirmation of the booking to you.

## 3. METHOD OF PAYMENT

- On completion of the booking form a booking deposit of £150 per person.
- Eight weeks before departure (or if the booking is within eight weeks of departure, on completion of the booking form), the balance of the cost of the holiday. In the event of non-payment on the due date, we reserve the right to cancel the holiday and the booking deposit will be forfeited.

## 4. PRICES AND SURCHARGES

This brochure was published in November 2011 and the currency exchange rate used in calculating the prices is 1.15 euros = £1 as at 01/11/2011\*

The price of holidays may increase because of surcharges on the following items: governmental action, currency, fuel charges, airport charges, and airfares.

In the event of an increase we reserve the right to levy a surcharge. We will though, absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums). Only amounts in excess of this 2% will be surcharged to you. If this means paying more than 10% on the holiday price, you will be entitled to cancel the holiday with a full refund of all monies paid. Notification of any decision to cancel must be received in writing by us within 14 days of the date of the surcharge invoice. Surcharges will not be applied less than 30 days before departure. We reserve the right to reduce the prices in our brochure so as to make 'Special Offers'.

## 5. ALTERATIONS AND CANCELLATIONS BY US

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 a long time in advance of your holiday using independent suppliers over whom we have no direct control. It is the case that on occasions changes have to be made, and we reserve the right to make these. Most of the changes are minor. However if we consider them a SIGNIFICANT CHANGE we will endeavour to advise you as soon as possible, if there is time. We consider a SIGNIFICANT CHANGE to be one where there has been a 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). For these purposes we do not consider a change of airline to be a significant change. In the case of your being advised of a SIGNIFICANT CHANGE before your departure we will provide you with three alternatives

- Accept the alternative offered (at additional cost if applicable)
- Purchase another available holiday from us
- Cancel your holiday with a full refund of all monies paid

### Alterations due to circumstances beyond our control

We will not be liable to pay any compensation if we are forced to cancel or in any way change your holiday as a result of situations outside our control. For example technical 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, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity.

### Alterations to your holiday accommodation on arrival in resort

If on arrival in resort it should be necessary to alter your holiday accommodation, we reserve the right to do so. However we will undertake to provide alternative accommodation of the same standard as that originally booked. In addition we will offer a compensatory payment as detailed above. If only accommodation of a lower standard is available we will refund the difference in brochure price. Under no circumstances will we be liable for any claim made against us if you arrange alternative accommodation or air travel, without prior consultation and agreement in writing from us or our representatives.

### Cancellations of holidays

We reserve the right, in addition to our rights in paragraph 5, to cancel your booking at any time for any reason before the balance of the cost of the holiday has been paid (8 weeks before departure). After the balance of the cost of the holiday has been paid we reserve the right to cancel your holiday as a result of circumstances outside our control, as detailed above. In the event of cancellation under any of these circumstances we shall be under no liability to you, other than to refund all monies paid.

## 6. ALTERATIONS AND CANCELLATIONS BY YOU

Should you wish to make any amendments to the booking after it has been confirmed we will do everything possible to accommodate any requests, subject to payment of any extra charges which may be applicable. We must be advised in writing of any changes you want to make after your booking has been confirmed. A £35 administration charge will be levied for each change.

Any cancellations must be received in writing from the person who signed the booking form. Cancellations will apply from the date of receipt of the cancellation and will involve the following cancellation charges:

| Period before departure that written notification is received by us. | Cancellation charge per person cancelling |
|--|---|
| More than 56 days  | Loss of deposit                           |
| 56-43 days   | 40%                                       |
| 42-29 days   | 60%                                       |
| 28-15 days   | 80%                                       |
| 14-0 days  | 100%                                      |

## 7. DAMAGE

You are responsible for any damage to your holiday accommodation or its contents caused by you or any person you invite to the property, and for leaving the property in a clean and tidy condition. A charge will be made locally to cover the cost of replacement or repair.

## 8. PUBLIC SERVICES AND SAFETY STANDARDS

We cannot be held responsible for failure of public services eg water or electricity, which is beyond our control. We will though make every effort in so far as we are able to ensure the failure or disturbance is corrected as quickly as possible. It is the requirements and standards of the country you are staying in which apply to those services, and not those of the UK. These requirements and standards will not be the same as the UK, and may be lower.

## 9. DISTANCES AND LOCAL FACILITIES

At certain times particularly in early and late season, some restaurants and local facilities may be closed and, although these facilities may be mentioned in the brochure, they cannot be guaranteed. All distances mentioned are approximate.

## 10. SWIMMING POOLS

We cannot be held responsible if a pool is not in operation due to climatic conditions or other circumstances beyond our control. We will though make every effort in so far as we are able, to ensure that use can be resumed as quickly as possible. Please refer to your villa information book for advice and guidelines on pool safety.

## 11. EXTRA PERSONS IN VILLAS OR APARTMENTS

The number of people detailed on the booking form must not be exceeded unless approval is obtained from us, and the appropriate payment is made.

## 12. OUR LIABILITY TO YOU

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. Further 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 relevant international conventions. 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 or exclude liability.

## 13. TRAVEL DELAYS

The transport services with whom we work endeavour at all times to maintain their schedules, but there are occasions where there may be delays over which we have no control. We cannot be held liable for expenses that may occur as a result of such delays, or for offering any compensation. Most travel insurance offers some cover in the case of long delays.

## 14. COMPLAINTS

It is a legal requirement of your holiday contract that you give Planos Holidays, as your tour operator, the opportunity to deal promptly with any complaint you may have whilst in Paxos. If you have such a complaint you must in the first instance contact our local manager at our local office. If the matter is not resolved, whilst on holiday in Paxos, speedily and to your complete satisfaction YOU MUST ALSO NOTIFY OUR UK OFFICE (which means speaking personally to a Director in the UK). If you wish to pursue the complaint after you return to the UK, we ask you to put your complaint in writing within 28 days of your return from holiday. Failure to follow this procedure, which allows us our legal right to deal with complaints as they arise, will mean that we cannot accept liability for any such complaint. We will reimburse you for any reasonable costs involved in contacting us in the UK from Greece.

## 15. DISPUTES

Disputes which cannot be amicably settled may be referred to a court of law, or arbitration under a low-cost scheme operated by the Association of Independent Tour Operators (The AITO Independent Dispute Settlement Service) – details on request. Claims which exceed £2500 per person, or £10000 per booking form, or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

## 16. FINANCIAL SECURITY

The air holidays and flights in this brochure are ATOL protected, since we hold an Air Travel Organisers Licence granted by the Civil Aviation Authority. Our ATOL number is 10291. 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](http://www.atol.org.uk).

## 17. INFORMATION GIVEN IN GOOD FAITH

We always give our clients as much information as we can to help them to enjoy their Paxos experience to the full and to try to ensure that clients' expectations of their holiday are as accurate as possible. We will give the names of other organisations on Paxos providing services which may be used by visitors to the island – local companies offering such things as car hire, boat hire, scooter and quad bike hire, ferry trips, yoga classes, scuba diving for example. Information about their existence is given in good faith but does not imply any form of recommendation or endorsement. Any such organisation is entirely separate from the Planos Holidays operation and clients must satisfy themselves entirely as to the validity of any licensing, insurance or operational standards such companies may or may not have. Clients accept, by signing our booking form, that Planos Holidays has neither checked nor verified any aspect of the operation of such companies, and does not accept any responsibility whatsoever for their actions or standards.