

2011 Holidays-Terms and Conditions

Our Fair Trading Agreement sets out clearly and simply the responsibilities which we at Kardan Travel have to you and which you in turn have to us when a contract is made to us. The contract is made when you make a booking in person or by telephone. We will subsequently confirm that booking by giving written confirmation to you on the terms set out below. When signing the booking form, making a booking in person, or making a booking by telephone for your holiday, you will make that booking on behalf of yourself and the others named in your party on the basis that you have read, understood and accepted this Fair Trading Agreement and any holiday information provided. Your obligation is to pay the price of the holiday you have booked. Our specification of that holiday and our terms are clearly stated below. Your contract is entered into with Kardan Travel Limited. Our current brochure or extracts from it are available from our Office. While this does not form part of the contract, it does contain useful information with which you should make yourself familiar.

Booking Conditions

Your contract with Kardan Travel

1. You Pay a Deposit

When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of this Fair Trading Agreement and you pay a deposit of £50.00 per person on all our holidays.

2. You Pay the Balance

The balance payment must be paid by telephone to our coaching office or in person at the Southern Vectis Travel Shop, Newport Bus Station between Monday and Friday during the then current hours of opening, at least 6 weeks before the holiday departure date. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges set out in paragraph 3. If you book within 6 weeks of departure date you must pay the full amount at time of booking.

3. If You Cancel Your Holiday.

You, or any members of your party, may cancel your holiday at any time provided that the person who made the booking makes the cancellation to us in writing or to one of Southern Vectis Travel Shops. In such event we will apply cancellation charges as set out below. The time periods as set out are effective from the first working day on, or following the date on which we receive your written cancellation.

More than 6 weeks before the departure date - full deposit retained. Between 6 and 4 weeks before the departure date - 75% of full price retained. Between 4 weeks and the departure date - full price retained.

4. If you have a Complaint.

If you have a complaint during your holiday please inform, in the first instance, the supplier of the service and then inform our driver/courier, or representative who will then do their utmost to resolve the problem immediately. If the matter cannot be put right on the Spot you must notify us in writing within 28 days of the completion of your holiday and this must be sent to: Kardan Travel Ltd, 1st Floor, 35A St. James Street, Newport, Isle of Wight, PO30 1LG, and you must quote your booking reference number, holiday title and departure date. Failure to establish your complaint immediately in accordance with the above procedure may affect the outcome of it.

5. Statutory Right.

This brochure is issued subject to applicable Acts of Parliament and Government Regulations and the Company reserves the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other Sovereign state through which the tours run.

6. Conditions of Carriage,

When you travel on an aircraft, train or ship the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this Fair Trading Agreement is subject to English (Scottish) law and jurisdiction. Vehicles owned by Kardan Travel operate most coach journeys. While we endeavour to provide a coach to the specification as set out in our brochure, we do reserve the right to provide a vehicle of a different specification if we deem necessary. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers). Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

7. Other Terms

On a holiday you may not:

Bring a pet or any other animal (other than guide dogs in the UK and EIRE only and by arrangements). Play a personal radio or other electronic device likely to disturb other passengers on the coach.

Kardan Travel reserves the unconditional right to refuse a booking or terminate a clients holiday in the event of unreasonable conduct which in Kardan Travel opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or any third party. If you are prevented from travelling or continuing your holiday by such a termination Kardan Travel's responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Kardan Travel will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. Excursions and Admission Fees as set out in the relevant brochure are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on these excursions.

8. Holiday Insurance

In response to your requests we no longer include holiday insurance, leaving you free to make your own arrangements if you wish. We can arrange your holiday insurance if you wish, just call us on 826 826 and we will be happy to give you further details. If you have your own simply let us have the details for our records. We would respectfully remind you that it is a condition of your contract with Kardan Travel that you should take out insurance to cover you in the event of illness, personal injury or death during the course of your holiday and in such circumstances, the name and address of the insurer must be supplied to the company.

9. Passport

For all continental holidays you will require a full 10 year British Passport. If you have doubts about your Status as a resident British subject or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

10. Health

Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. You are advised to check with your own doctor before travelling.

11. Your Holiday Price.

Holiday prices include all coach travel, hotel accommodation, meals, other services and items, as set out in the relevant brochure, including VAT at the current rate where applicable. It may be necessary to add a small fuel surcharge to the cost of your tour. Should this happen you will be advised at least 6 weeks prior to departure. Our door-to-door pick up service is only available on the Isle of Wight.

12. Changes to Your Holiday

The arrangements for holidays are made many months in advance and changes are sometimes unavoidable. Most of these changes are likely to be minor and our representatives, or we, will endeavour to keep you informed. However, where before departure we have to alter significantly an essential term of this contract, such as, location of resort, quality of main hotel (not including single overnight hotels on touring holidays) or tour itinerary changes involving a destination being eliminated, we will endeavour to notify you of the change as soon as possible.

13. If We Cancel Your Holiday

It is necessary for there to be a minimum number of passengers in order to operate a holiday.

If this minimum number is not achieved before the departure date the tour could be cancelled. In certain circumstances, therefore, we may have to cancel you holiday and, if this should occur, we will return to you all the money you have paid to us, or offer you a suitable alternative.

If we have to cancel your holiday at any time, Kardan Travel is liable only for any monies you may have paid to Kardan Travel at the time of cancellation.

14. What Happens to Complaints?

All complaints that are received are thoroughly investigated and customers are kept informed accordingly. Sometimes the investigations can take time when awaiting a response from hoteliers. Where we feel it appropriate, we can normally agree an amicable settlement if the complaint proves to be genuine.

15. Variation Due to Other Circumstances

Please remember that some amenities (e.g. hotel lifts, swimming pools etc) require servicing and cleaning and may not be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand or insufficient numbers staying in the hotel.

Some excursion itineraries include the use of ferries and other forms of transport, which can be affected by inclement weather and may have to be cancelled or arrangements changed. Wherever possible a suitable alternative excursion will be offered. The published running times of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings.

We may have to vary any aspect of your holiday while it is underway for operational reasons, and we reserve the right to do so without necessarily offering any compensation.

16. Personal Injury

(Whilst participating in arrangements made by us)

Kardan Travel has taken all reasonable and proper steps to ensure that the proper arrangements have been made for all Kardan Travel holidays which are advertised by us, including Optional Excursions offered by our employees or agents and that the suppliers of all the services are efficient, safe and reputable and that they comply with the local and national laws and regulations of the Country in which they provide those services. Whilst we have no direct control over the provision of such services to you by the suppliers, we will pay to our clients the equivalent of such damages as they would be entitled to under English law in an English Court for any personal injury to the client, including illness or death, caused by the failure to perform or the improper performance of such services by the servants that are agents of ourselves, or any of our suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday as described in this brochure, where such failure or improper performance was due to the fault of such person and not an event which such person could not foresee or forestall, even if all due care had been taken.

NOTE: We will make payments as stated above provided,

That the claims for personal injury are notified to us within three months of the holiday.

The injured client(s) assign to Kardan Travel any rights the supplier or other person or party they may have relating to the claim.

Such payments are limited in the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International Conventions.

This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients and associated costs arising from personal injury to clients caused by the faults of those suppliers. If we recover more than such compensation and costs any excess will be paid to the injured clients.

17. Personal Injury

(Unconnected with arrangements made by us)

Where appropriate and subject to our reasonable discretion we will afford, general assistance to clients who through misadventure suffer illness, personal injury or death whilst traveling on a Kardan Holiday arising out of an activity which does not form part of the advertised itinerary nor part of excursion offered through Kardan Travel and which is the responsibility of a third party.

18. Luggage Allowance

You are allowed one medium sized case up to 20kg in weight per person.

Please remember to bring an overnight bag where requested - this is stated just under the holiday's title in orange.