



## Your Holiday Terms and Booking Conditions

1. **Your Holiday** - The holidays, which are ATOL protected by the Civil Aviation Authority, are operated by Sovereign Travel & Leisure t/a CHIC Locations ATOL 6389, herein known as the company. CHIC Locations is also a member of ABTA (number W773X) and this offers protection for arrangements, essentially accommodation, not covered under our ATOL. We are obliged to offer a high standard of service to you under ABTA's Code of Conduct. We aim to settle any dispute with you amicably, however ABTA offer a relatively low cost binding arbitration scheme from [www.abta.com](http://www.abta.com).
2. **Your Holiday contract** - 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. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.
3. **Your Financial Protection** - For flight-based holidays this is through our Air Travel Organiser's Licence number 6389. 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. In some cases, where we are not 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.
4. **ABTA** -When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA.
5. **ABTA** - CHIC Locations is a Member of ABTA, membership number W773X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, visit [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.
6. **Booking your holiday** - A binding contract is entered when we issue a confirmation invoice. In order to secure your holiday, a deposit of £250 per person or 10% of your holiday (whichever is greater) is required.
7. **Additional Deposit** - Certain hotels may require additional deposit, depending on season. In addition, many airlines are now offering instant purchase, non-changeable promotional fares and full payment is required at time of booking.
8. **Confirmation Invoice** - On receipt of your Confirmation Invoice, it is essential you check and ensure that your names and holiday requirements shown are correct. If you have any special requests, these should be detailed in writing to CHIC Locations. We shall try our utmost to ensure these are met but at times we may not be able to guarantee these. Items should not be seen to be confirmed unless received in writing. Requests such as specific room numbers will occasionally be confirmed by hotels but are strictly subject to operational control on the day of arrival ( e.g. unexpected power/water malfunction, delayed outgoing flights due to unforeseen change, as examples )
9. **Final Payment** – Full payment is required 10 weeks before departure. However from time to time we may need to change this due to airline ticketing or hotel requirements. Our confirmation account will indicate the date your balance is due. Travel documents are despatched approximately 14 days before departure. We accept full or balance payments by cheque, bank transfer and credit or debit card. For credit card payments we charge an additional amount of 2.5% and .1% for debit cards. No charge for bank transfer. These percentage/charges are subject to change.
10. **Communication** – If your holiday has been booked direct with CHIC Locations, all correspondence will be sent to the lead name. It will be assumed that the signatory is authorised to act on behalf of all passengers named. **Travel Agent** - If the booking has been made through a travel agent, all communication should be made through the agent. All monies paid to the agency are held by the travel agent as the agent of the company.
11. **Travel Insurance** –It is a condition of booking that all clients take out adequate travel insurance at the time of booking. It is understood, by requesting us to proceed with your travel arrangements that you have arranged the necessary insurance.
12. **Travel Documents** – A number of destinations now require immigration details, usually a few days prior to your arrival. We shall send to you a form to be completed with this data. In the unlikely event of refusal of entry, or non-acceptance of airline boarding, through noncompliance of immigration approval, no refund on travel arrangements will be permitted and any additional costs will be borne by you.
13. **Public Holidays** - All of our featured destinations have public and religious holidays. As a result, this can cause beaches and roads to be congested for a brief period, or shops to be closed. Please check Ramadan/Eid in Islamic countries, and New Year celebration periods in South East Asia, particularly.
14. **Building Work** - Unlike Europe, many of the tropical areas do not have stringent laws on building works. Whilst many hoteliers will act responsibly on this, the same would probably not apply to a

- private residence set aside a hotel. Unfortunately we have no control over such erections or the notice given – if any.
15. **Holiday Destinations** – Some of the resorts and destinations shown in this brochure can be offered on a year round basis although seasonal variances do apply. These are summarised on the relevant pages. You will note that some of the lower prices and extra value offers apply in the quieter months. Please note all hotels accept guests on a worldwide basis, so you may be sharing public facilities with clients with differing cultural habits and customs. This is a reality of travel and Chic Locations has no control over this. Most destinations regard tourism as vital to their economy and will be extremely welcoming. However you are expected to adhere to and respect local rules and traditions. Failure to do so can result in unwanted attention or even custody in some cases. This particularly applies but not exclusively in UAE/Oman or in Thailand with anything regarding the Royal Family.
  16. **Hotel Grading** - Over 95% of the hotels selected can be described as either superior first class or deluxe.
  17. **Children's Arrangements** - As a general policy a child under 12 years at the time of travel will qualify for an airfare discount. This can be increased if the child is sharing a room with two adults. However the exact amount will vary depending on airline/hotel/season. In some cases the discount may appear less than generous (usually the peak demands periods) whilst at other times more pleasant. At some hotels special meal rates apply, although this could mean them eating at earlier times. Some hotels do not accept children at certain times, or restrict public areas to adults only (for example children may not be allowed into a spa, nightclub, bar or certain restaurants). Please be aware that when two rooms are required we can request that these rooms be adjoining or interconnecting. However availability will be the sole responsibility of the hotel and cannot usually be confirmed in advance. Kindly bear this in mind if you have chosen to travel to a popular family destination at a peak demand period and to a hotel with a limited number of such rooms. Please note that when accommodation provided is with private use pool, you need to exercise sensible care and precaution, and this is clearly your responsibility. Some resorts may ask you to sign an insurance waiver at time of booking or arrival.
  18. **Rooms For Early Check-In Or Late Departure** - In the peak demand months, hotels will be unlikely to allow you immediate occupancy of your room until well after 1400hrs/2pm. However you will be expected to vacate by 12 noon, sometimes even earlier. This will allow a few hours for the room to be cleaned etc. If you do require a room for early arrival or late departure this can be arranged although hotels will usually charge between 50% and one full night of the room cost.
  19. **Hotel Meals** - All pre-booked meals will be on a table d'hôte basis. Supplements can apply for a la carte items or restaurants. Most hotels will allow a credit towards this, although some are not exactly on the generous side. If you have a specific dietary requirement, this will be passed on to the hotel or airline, but cannot be guaranteed.
  20. **Air Tickets** - All holidays are based on contract rate inclusive tour fares and may carry booking restrictions. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.
  21. **Data Protection Policy** - Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request a quote, brochure, information or make a booking. You are responsible for ensuring that other members of your party are aware of our booking conditions and this private policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information for the purpose of providing you with your travel arrangements and insurance. We may disclose this information to our service providers (who may be located outside the UK/EU) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorist purposes and any other purpose imposed on us by the governments or airlines. We may use your information for the purpose set out in our data protection registration with the Office of the Information Commissioner.
  22. We are responsible for information provided by us on our website or in our brochure. We are specifically not responsible for any information, at whatever stage of your booking and holiday, shown on third party websites such as for example hotel, tourist board or information you may have seen elsewhere or information you have taken from advisory sites such as TripAdvisor.
  23. **Code Share flights** - On several routes two airlines have joined together and jointly operate one flight although this might only be clear as you are embarking. Most airlines do have a minimum consistency on in flight standards.
  24. **Airline Delays** - On all long haul routes we only work with scheduled airlines, and in the case of delays that are within their control, they act responsibly and ensure clients are looked after, either with meals if a delay exceeds 4 hours, or accommodation if the delay exceeds 12 hours (in some cases this might be subject to immigration regulations in destination). However neither they or we have financial responsibility for any extra costs incurred by you should the delay be caused either by force majeure (act of god ) or political/ industrial action, although we do have a responsibility to ensure you are looked after, albeit not financially. Differing regulations apply if you are travelling to/ from a destination within the EU and on an EU carrier, with greater airline responsibilities. However as a result of the Iceland volcanic ash disruption, most airlines now exclude compensation for matters clearly beyond their control, nor would compensation usually be considered by your insurance company. No refunds on accommodation, under any circumstances, are permitted should your flight be delayed. In some cases we now work with low cost regional carriers with SE Asia as they provide good regional air links. However we do not suggest their usage for same day connections as they take no responsibility for onward travel. This will be clearly explained to you at time of booking. Should you continue with same day connections any additional costs will be at your own expense and this could include expensive one way air tickets.
  25. **General Information on Availability, Pricing and Seasonal Supplements** - All price guides are based on contract hotel and airline rates. Some may have limited availability (for example an airline might offer us a promotional fare, but will limit the number of seats available). Up sell fares – same seat, more availability, higher fare – are becoming more common, and these may be advanced for your consideration.
  26. **Water Sports and Swimming** - Whilst some of the beaches closer to hotels may have lifeguards, many, and particularly those more isolated, will not, so you are personally responsible for your own safety. Please take local guidance as applicable on seasonal currents or restricted areas. Virtually all beaches are public, so are open to use by hotel guests, visitors and locals.
  27. **Holiday Price** - We reserve the right to alter the prices of any of the holidays shown in our brochure and website. We tailor design your holiday and as such the price will vary. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay a deposit of £250 per person or 10% of your holiday (whichever is greater) is required. Certain hotels may require additional deposit, depending on season. In addition, many airlines are now offering instant purchase, non-changeable promotional fares and full payment is required at time of booking. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance are not paid on time, we shall cancel your travel arrangements or reserve the right to surcharge your holiday price. If the balance is not paid in time we shall retain your deposit. The brochure and website price guidance of your travel arrangements was calculated using exchange rates US\$1.56 and Euro 1.34. However this will fluctuate and change. Your holiday will price will be based on the rate of exchange on the date of the proposal. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price

of your travel arrangements may change after you have booked. However there will be no supplement within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within 14 days from the date on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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.

28. **Price Guarantee** - Should you wish a price guarantee, this option is available to you subject to full payment at time of booking. This is non-refundable/non changeable. The only exception to this guarantee would be Government enforced tax increases, either in UK or destination.

29. **Monies paid to CHIC Locations** - All monies you pay to the travel agent are held by him/her on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

30. **If You Change Your Booking** - 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. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50 per person, and any further cost we incur in making this alteration such as, for example, currency variation or higher airline/hotel 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. Alteration of a booking within 10 weeks of departure date may incur additional cancellation fees. PLEASE NOTE: Most flight tickets cannot be changed without payment of cancellation charges and/or the cost of a replacement ticket. Therefore this may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

31. **Alteration To A Confirmed Booking Whilst Abroad** - We regret that no refund or credit is possible on unused services once you have commenced your holiday. If you decide to alter your arrangements once you have departed, all additional costs will be incurred directly by you.

32. **Insurance** - It is a condition of booking that you take out full insurance which will in most cases cover against loss of deposit or cancellation charges and medical expenses whilst overseas. Increasingly many destinations are asking to see proof of your medical insurance as a condition of entry.

33. **If You Cancel Your Holiday** - Any cancellation by the client must be advised to the company in writing by lead person on the Confirmation Invoice. The cancellation will only take effect from the day the written cancellation is received from the person who made the booking or your travel agent. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Below is a sliding scale showing the Cancellation Charge prior to the date of travel:

Up to 70 days prior	Deposit Forfeit
69 – 43 days prior	50%
42 – 31 days prior	75%

30 days prior or less 100%

**Note: At time of booking, if you have had to pay any additional costs (e.g. flights or accommodation) in addition to your deposit, the percentage charges shown in the table above will be calculated based on the difference between the monies received and the cost of the holiday.** Note: If the reason for your cancellation is covered under the terms of your purchased independently insurance policy, you may be able to reclaim these charges.

34. **If We Change or Cancel Your Holiday** - As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. **Changes** If we make a major change to your holiday, we shall inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of arrangements or accepting an offer of alternative travel arrangements of comparable standard from us if available, or cancelling your holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don't apply for minor changes. 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 or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change. Should a duplicated reservation be made on the same airline that is not booked by CHIC Locations, but is made by you or your agent, then the booking may be subject to cancellation or additional charges if we cannot secure your ticket at the same fare. **Cancellation** We will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see below). **Compensation** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of *force majeure*. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us</i>
More than 70 days	£0.00
More than 30- 69 days	£10.00
More than 30 - 1 days	£15.00
Less than one day	£20.00

**Force Majeure** We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

35. **If You Have A Complaint** - If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Chic Locations 74 High St. Wimbledon Village, London SW10 5EG giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative (if applicable) without delay and complete a report form 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. It is strongly suggested that you contact us, or service

provider, at the time so issues can be resolved as soon as possible. Please also see clause 3 above on ABTA.

36. **Prompt assistance in resort** - 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.
37. **Passport, Visa and Immigration Requirements** - 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.
38. **APD** - Every passenger, adult or child, leaving the UK has to pay APD. This was first promoted as a 'green tax', but now accepted simply as a revenue earner for HM Government Inc. The amounts vary from region to region, in four separate bands. However, the UK levy is the highest in the world. The various taxes now almost equal or exceed the actual fare with the APD the largest percentage.
39. **Excursions** - 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. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. 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. When an excursion has an adventure element, you need to satisfy yourself you are in a physical condition to sensibly enjoy this. For example dune driving in Arabia may not be suggested for those who are pregnant or with bad backs. It will be assumed all those partaking in water sports/excursions are able to swim. The word "adventure" indicates there might be some risk, take out the risk and you have no adventure.
40. **Our Responsibilities to You** - The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions in the CHIC Locations brochure and website in respect of airlines, hotels and other suppliers whose services are used, are given in good faith, based on the latest information at the time of printing. The company accepts responsibility for acts/and or omissions of all those in our employment and all those acting as agents as long as they were within the course of their employment remit and/or carrying out the work we had asked them to do. If our employees or agents fail to make holiday arrangements, using reasonable skill and care, it is your responsibility to show reasonable skill and care has not been used in the event of making a claim against us. If CHIC Locations, or our employees or agents fail to make holiday arrangements using reasonable skill and care, taking into account all relevant factors following the complaints procedure as described in these conditions, we shall pay you reasonable compensation. Our liability, excepting cases involving death, injury or illness shall be limited to a maximum of twice the value of travel arrangements. In addition the company accepts responsibility as a direct result of the holiday arrangements failing to be described and of a reasonable standard. However the company will not accept responsibility if there has been no fault on the part of the company or its suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions, to the acts or omissions of a third party not involved with providing the services which make up your holiday, or to the unusual or unforeseeable circumstances whose consequences could not have been avoided or anticipated. If any client suffers death, illness or injury whilst overseas arising out of activity which does not form part of the inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion, offer legal assistance, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. CHIC Locations costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total. All responsibilities and obligations in respect of carriage by air and international conventions, copies of the relevant International Conventions and the Conditions of Carriage of the Carrier are available on request from this office. Compensation and/or incidental expenses due to airline delays, are the responsibilities of the airline, and are at their discretion.
41. **Responsibility Of The Client** - Any passports, visas, health certificates, International Driving Licenses and other travel documents required for the holiday must be obtained by the client, whose responsibility it remains to ensure that these are all in order, and to meet any additional costs incurred (whether by the client or by the company on the clients behalf) as a result of failure to comply with such requirements. You are responsible to arrive at stated departure times and places and any loss or damage which you suffer through failure to do so lies with you. The company has no liability to you through your failure to do so. All passports must have a validity of at least six months from your scheduled return date to the UK. You will generally need two clear/clean pages for visas, as required, to be inserted.
42. **Additional information** - Please read the additional information contained within our Chic Locations brochure "Reality Check" or on our website [www.chiclocations.com](http://www.chiclocations.com). This includes insight into your destinations or travel patterns. Please ask for copy if you are unable to locate.
43. **Foreign Office (FO) advice** -. The UK Foreign Office may have issued specific travel information of your chosen destination(s). Refer to [www.fco.gov.uk](http://www.fco.gov.uk). This contains advice on health and safety, in addition to standard or country specific advice on the threat of worldwide terrorism. It is suggested this information is visited prior to booking, and then regularly until your departure date. Chic Locations is influenced by this information, and if the UK Government consider it specifically unsafe for you to travel - usually flagged as "Only travel if Essential", you will be contacted with alternative options or full refund if applicable. Should you decide to travel against FO advice this is strictly your own responsibility and may nullify your travel insurance and be outside of our standard booking conditions. Please note any FO Travel advice must be relevant to your intended travel period, and not for some time in the future. If you do not hold an UK passport, differing advice may apply so you should contact your relevant Embassy.
44. **Risk of Terrorism** - It is now accepted that there is a risk of terrorism both domestically and internationally. Attacks can be premeditated or spontaneous. Unfortunately this is now a fact of life that we have to accept as reality. We carry reference to the UK Foreign Office Travel Advice (see clause - above), but as recent events have shown "soft targets" with no record of problems can be just as vulnerable.