



Your Holiday Terms and Booking Conditions

- Your Holiday** - The holiday, which is ATOL protected by the Civil Aviation Authority, is 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 accommodation only, not covered under our ATOL. Sovereign Travel & Leisure Ltd t/a CHIC Locations is registered in England & Wales under company number 2295540 and the registered address is 74 High Street, Wimbledon Village, London SW19 5EG.
- Your Holiday contract** – A booking/contract will exist as soon as we issue a 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. See below Package Travel Regulations. When you make a booking, you guarantee that you have the authority to accept on behalf of you and your party the following terms of these booking conditions.
- Package Holiday Travel Regulation bookings** - *This section only applies to Package Travel booked with CHIC Locations as Organiser. Definition of Package* - A "Package Holiday" exists if you book a combination of two of the following travel services: (a) transport; (b) accommodation; (c) car rental; (d) any other tourist service not intrinsically part of one of the above travel services; *provided that* those travel services are purchased from CHIC Locations and are selected before you pay for your chosen services. Where you have booked a Package Holiday with us where we are acting as the Package Organiser, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Except where otherwise stated, the booking conditions detailed apply to bookings made in the UK. References within these conditions as 'holiday, booking, contract, package, arrangements' mean holiday arrangements unless stated otherwise. You/Your means all persons named on the booking, including anyone who has been added or substituted at a later date. 'We, us, the company, our' means Chic Locations.
- 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 only 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.
- ABTA** - When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by 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 aim to settle any dispute with you amicably, however ABTA offer a relatively low cost binding arbitration scheme from www.abta.com which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, visit 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. 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
- 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. See point 7
- Additional Deposit** - Certain hotels may require additional deposit, depending on season. In addition, many airlines are now offering instant purchase, non-changeable and non-refundable promotional fares and full payment is required at time of booking.
- Chic Locations Disclaimer** - We try to ensure the information contained within our publicity and website is accurate and up to date. However resort and supplier information can change and at times human/technical errors can regretfully occur. We reserve the right to amend and/or give notice of any significant changes at the time of booking. Should your holiday decision be conditional on any particular hotel/resort feature please discuss this with us so information can be verified. Very few hotel restaurants/facilities will operate 365 days of the year, so seasonal adjustments do occur -for example, in cases of weather and occupancy. At times hotels do have to withdraw a facility at short notice – for example pool closure due to emergency work.
- 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 and location (unless supplement paid for general location) 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). Equally whilst specific airline seats might be confirmed, the airline reserves the right to change these due to operational reasons such as, by example, a change in aircraft.
- Final Payment** – Full payment is usually required 10 weeks before departure. From time to time we may need to change this due to airline ticketing or hotel requirements. **See point 7 above.** Our confirmation account will indicate the date your balance is due. If payment is not received at the stated time, the payment received will be forfeited. Travel documents are despatched approximately 14 days before departure. We accept full or balance payments by cheque, bank transfer and personal debit/credit card. However for

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Registration number and address: 2295540, 74 High Street Wimbledon Village London SW19 5EG United Kingdom

corporate, non UK or overseas cards will incur an additional charge ranging from 2.5% - 4%. We will send reminder for balance payment, but should this be ignored we reserve the right to cancel the arrangement without further notice.

11. **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.
12. **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, ideally at the same time as booking. Some countries now request sight of your policy, particularly medical, as a condition of entry. Most travel insurance policies exclude cover on adventure sport/activities such as scuba diving, rock climbing, zip wiring, and probably much more. Please ensure you are covered if this is your intention. If you decide to partake once in resort, kindly enquire with the local operator you have chosen for their insurance liability and conditions – this is your responsibility.
13. **If You Have A Disability Or Medical Condition Which May Affect Your Holiday** - If you have any medical condition or disability or mobility which may affect your holiday or any special requirements as a result of any medical condition or disability, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any significant change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. Failure to do so may limit your rights under the Package Travel and Linked Travel Arrangements Regulations 2018. We comply fully with Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air and are delighted to offer assistance to disabled persons or persons with reduced mobility provided that we are given full information about your specific requirements at the time of booking. Whilst we are happy to make a special request for you with the airline/s concerned, please be aware that we cannot guarantee the provision of wheelchairs for embarking/dis-embarking the aircraft. In many cases, probably up to 60% of the hotels we offer, clients with mobility issues may have problems – just by way of example hotels with numerous steps or steep incline, or arriving on floating pontoons, or visiting islands with sand and/or wooden plank pathways. It is essential we are advised prior to booking as we might need to ask hotels for suitability and acceptance and what qualification they may wish to stress.
14. **Travel Documents** – A number of destinations and airlines now require a copy of your passport which we in turn shall pass on to the relevant bodies. 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.
15. **Air Tickets** – Most holidays are based on contract rate inclusive tour fares and may carry booking restrictions. At times we may offer promotional fares that carry additional restrictions such as instant purchase with full payment – this will be explained at time of enquiry. In some destinations we book so called low cost airlines where instant purchase full payment tickets are the norm.
16. **Air Travel** - In accordance with EU Directive 2111/2005 we are required to bring to your attention the existence of a ‘community’ list which contains details of air carriers that are subject to an operating ban within the EU community. In reality very few have the fleet capability to fly long distance but they may appear in some regional points within Asia as the only link between two places. Refer to https://ec.europa.eu/transport/modes/air/safety/air-ban_en
17. **Air Tickets - Children/Infants.** Some airlines offer a discount for children under 12 years old at time of travel. In accordance with Air Navigation Orders, in order to qualify for infant status, a child must be less than 2 years of age on the date of its return flight. We shall therefore need the date of birth of both the child and infant.
18. **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. Equally we cannot take any responsibility if you are refused entry into any destination, for whatever reason.
19. **Children under 18 years travelling without parent(s)** - In most cases children under 18 at time of travel will require written authority from their parents, with copies notarised. Even in some cases a child under 18 travelling with one parent might require written authority from the other parent, again notarised. This is necessary for certain countries and we recommend you check the specific requirements prior to booking. Some hotels also reserve the right to decline bookings from children under 18 travelling without parents.
20. **Code Share flights** - On several routes, two or more airlines have joined together and operate one flight. Where possible this will be pointed out to you on your confirmation invoice /itinerary although from time to time this may only become clear as you are embarking. This is not classed as a major change. Most airlines do have a minimum consistency on in-flight standards. The airline crew, including pilots and cabin staff, are usually provided by the operating airline.
21. **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 and higher fares – are becoming more common, and these may be advanced for your consideration.
22. **Holiday Destinations** – Some of the resorts and destinations shown in our publicity material can be offered on a year round basis although seasonal variances do apply. These are summarised on the relevant pages on the website. 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. China now dominates arrivals in to most destinations in Asia, contributing more than most other countries put together – this will be noticeable. 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. Insects are a reality of life in most warm areas, and in particular tropical regions. In many cases they are not a symptom of dirt but are attracted by the lush vegetation. They are just as comfortable in a US\$1000 night villa as something more modest. In the more tropical jungle type areas you have to be sensibly comfortable with the realities of living side by side with nature.
23. **Hotel Grading** - Over 95% of the hotels selected by CHIC Locations can be described as superior first class or deluxe although several are deliberately individual and proudly quirky. We do not use ‘official’ country by country star grading as these vary from place to place and frequently are politically influenced. As such we think they confuse more than clarify. We tend to be less glowing in our assessment of hotels, so properties we describe as superior first class are sometimes shown by others to be deluxe.
24. **Featured Hotels** - We pride ourselves on our intimate knowledge of the hotels contained within our publicity and website. This has been built up by many years’ experience and maintained through regular visits and our strong relationships with key hotel contacts at management level and above. **Non-Featured Hotels** - We have the ability to book a variety of hotels. However these are sold on a purely transactional basis and are therefore not booked with the same level of knowledge or contacts as our featured hotels. With non-

featured hotels we are specifically not responsible for any facility you may have seen on third party website or brochure.

25. **Website/publicity material.** CHIC Locations is solely responsible for information provided by us on our website. 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 by way of example TripAdvisor. Also see point 8.
26. **Children's Arrangements** – As mentioned above, some children under 12 years at the time of travel may qualify for a discount. 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 connecting. However availability will be the sole responsibility of the hotel and at times 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. Also see note 18 for children under 18 travelling without parents. **Car Seats** - In many destinations the provision of car seats is not compulsory. They may be available, but possibly at extra cost. We can ascertain availability in advance. If they are not available we suggest you take your own, to be included within your luggage weight allowance. **Children's club** - In many of the more family focused resorts there are children's clubs. Age restrictions can vary; they are usually 4 to 12 years but can differ. Most clubs make a daily charge, to be paid locally and are not included within our pricing unless specifically shown. **Infant** (under 2 years at time of travel) pricing does not allow provision of air seat (infant is usually on parent lap, or in sky-cot subject to airline availability. Hotel meals are not included. Any cot provided by hotel should be checked by you for safety reassurance prior to use.
27. **Accommodation provided with private use pool** - The word private indicates it is for use of the accommodation occupants only; it should not be confused with privacy. Also rooms with private pool and/or located over water are not suggested for those with younger children learning or unable to swim. If you do decide to proceed with this, this is your responsibility and you need to exercise sensible care and precaution. Most hotels will accept bookings only if you sign insurance liability waiver in such cases.
28. **Same sex couples travelling together occupying same bedding** - Most countries have an enlightened view on this; others are more conservative, particularly when it comes to occupying one bed. This can be deemed illegal in some countries – Sri Lanka , Maldives, Malaysia, parts of Indonesia, UAE and Oman, several Caribbean Islands all come to mind. Please check at time of booking. Public displays of affection might also draw unwanted attention. There are many other destinations where you will be happily welcomed.
29. **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 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.
30. **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. Most hotels will operate on breakfast only basis or Half Board (this is usually breakfast and dinner only) or Full board which also includes lunch. If your arrangements include an All Inclusive plan these can vary from resort to resort and exact details will be advised at time of booking – increasingly many All Inclusive options can have a deluxe upgraded version with more choice. If you have a specific dietary requirement, this will be passed on to the hotel or airline, but cannot be guaranteed. **If you or another member of the booking have any food allergies , you need to advise us in writing prior at least 7 days prior to departure . This information will be shared with supplier services (ie hotels and airlines) . However it is your responsibility to reiterate this information at the time , prior to consumption . We would suggest meeting with senior hotel restaurant staff upon arrival or any.**
31. **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 Chinese New Year and Thai New Year and/or national New Year periods in neighbouring countries. Dates may vary year to year. During Ramadan, some hotel facilities will be curtailed and bar opening hours restricted (see additional information within our destination section). Equally during Chinese New Year period (TET in Vietnam), the entire SE Asia region is very busy with hotels running at 100%, traffic delays and crowds!
32. **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. If you are travelling to cities or resorts in Asia or Arabia, these are areas of continued expansion and the ever-changing skyline or coastline is apparent.
33. **Representative Service** – In some destination, CHIC Locations, by choice, does not have a representative. Transfer services are then provided by the hotels or by a third party. Any touring options offered or booked by the hotel(s) concierge are under local booking conditions – not CHIC Locations. All tours will be booked subject to the conditions of their chosen operator. If this has not been booked by Chic Locations, we are not responsible for their performance.
34. **Emergency contact whilst in destination** - These numbers will be provided in travel documents. This will include a Chic Locations out of office number.
35. **Holiday Price** -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. Any price guide shown on website/in publicity material is based on low season travel so variations will apply. We also reserve the right to alter the prices of any of the holidays shown in our publicity material and website. All prices are subject to confirmation at time of booking. In order to secure your booking, 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 reserve the right to cancel your travel arrangements, surcharge your holiday price and retain your deposit. Your holiday price will be based on the realistic 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 up 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. 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, 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. In some

areas the local Government have imposed a tourism levy including Barbados, UAE, Greece, Spain, Italy and Malaysia. These amounts vary from country to country, and also on the category of hotel booked. It is stipulated by the local Governments these amounts have to be collected directly and cannot be prepaid and as such are not included within our prices or any guarantee.

36. **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 as to offer a fixed price, we need to enter into a forward currency contract. The only exception to this guarantee would be Government enforced tax increases, either in UK or destination. See point 35
37. **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.
38. **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. See transfer of booking, point 40.
39. **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.
40. **If You Cancel Your Holiday** - Any cancellation by the client must be advised to the company in writing by the 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 independently purchased insurance policy, you may be able to reclaim these charges.

41. **Transfer of booking.** If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions: a. that person is introduced by you and satisfies all the conditions applicable to the holiday; b. we are notified not less than 7 days before departure; c. you pay any outstanding balance payment, an amendment fee of £100 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and d. the transferee agrees to these booking conditions and all other terms of the contract between us. You

and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. **Note: For your guidance, certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.** This can particularly apply on airline tickets when the ticket is fully purchased at time of booking, so any amendment with a revised name requires a separate booking and no refund on the original tickets. Equally on many airlines, reservations are made in specific booking classes or fares which have limited availability so any name changes will be dependent on those classes being available at the time of new enquiry and the airline being receptive to name change without extra charge. When arrangements have been made using instant purchase airfares and / or early booking hotel rates, transfer of booking is not usually permitted without higher charges

42. **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 on our website/publicity material 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.

<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.

43. **Cancellation by You due to Unavoidable and Extraordinary Circumstances**

In some circumstances you may have the right to postpone your confirmed holiday where the Foreign and Commonwealth Office issues travel advice usually shown as 'Only Travel If essential'. This can apply to a variety of reasons – destination political unrest, a change in entry requirements, or even health or safety concerns. The advice of the FCO is usually deemed relevant from three (3) weeks of the date of issue but sometimes it can be less.

Based on this situation, where we may need to cancel your holiday, we shall endeavour to transfer any funds received over to the same holiday but travelling at a later stage acceptable to you. Whilst change fees may be waived, there may be in some cases a difference in hotel or airline rate – either higher or lower. Lower amounts will be refunded but any supplements will be borne by you. Should you choose to cancel completely; we shall undertake to keep costs to a minimum. However many suppliers, especially airlines, reserve the right to hold the funds as a credit towards your future travel within a specified time frame rather than a cash refund. Should you cancel and a refund has been agreed by you and CHIC Locations, the funds will be returned once all the suppliers in the bookings have refunded the funds to CHIC Locations.

44. **If You Have A Complaint** - If you have an issue during your holiday, please inform the relevant supplier (usually your hotelier) who will endeavour to put things right. This should be with a senior named member of staff not a junior member of staff. 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 SW19 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 local 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. The 28 day suggestion is made to allow investigation while the issue is fresh in the minds of our suppliers. Please also see Clause 4 above on ABTA Code of Conduct.
45. **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.
46. **Air Passenger Duty (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. The amounts vary from region to region. There are two separate A & B bands. The various taxes now almost equal or exceed the actual fare with the APD the largest percentage. Adults pay the full duty. Children under 16 years may pay a slightly lesser amount - only applicable to economy class ex UK. The tax increases depending on class of travel.
47. **Data Protection and Privacy Policy** - We are committed to protecting your privacy. The below policy is designed to give you peace of mind and confidence. When you make a booking/enquiry with CHIC Locations, we shall ask for your name, telephone number, e-mail address and postal address. If you have booked through your preferred travel agent, the agent will be the contact for any communication. This information will be stored and used to communicate with you. We shall not sell your personal information nor pass on your details to other companies for marketing purposes. When you book a holiday with CHIC Locations, we shall use your address so that we can send you a confirmation invoice as well as your travel documents and in case we have to write to you about any part of your booking in advance of your holiday. In addition we may have to disclose information to the relevant suppliers such as airlines, hotels and local destination agencies who in turn may have to pass these on to the Government authorities. This includes any sensitive information such as dietary, religious, disability requirements. This information may also be provided to public authorities (such as customs/immigration) if required by them or as required by law. In making a booking you consent to this information being passed to the relevant bodies. The lead

passenger is responsible for ensuring that other members of your party are aware of CHIC Locations Booking Conditions and Privacy Policy and that they consent to you acting on their behalf in your all dealings with CHIC Locations. We shall also need information about the members of your party.

If your holiday is outside the European Economic Area, controls on data protection in your holiday destination may not be as robust/strict as the UK, although as a matter of contract with each supplier, we ask that they totally respect the confidential nature of any information provided in the servicing of your booking.

From time to time, we may use this information for marketing reasons to communicate via post or e-shot/email promotional offers/ideas that we think will be of interest to you. If you do not want your information or data to be used or disclosed in this way, you may elect to do so by indicating at the time of enquiry or contacting CHIC Locations. On all forms of marketing communication, you will be given the opportunity to opt-out of receiving occasional marketing information from CHIC Locations. If your contact details have changed or you wish to be removed from our database, please contact us or please click the unsubscribe link included in our e-shots.

48. **Airline and Sea Transportation Delays** - On all long haul intercontinental 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). Your documentation will show approximate times for your guidance on a nonstop routing. This can change due to adverse weather or political restrictions over flight space resulting in longer travelling times. In these cases, the airline nor CHIC Locations 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. As a result of the Iceland volcanic ash disruption, most airlines exclude compensation for situations 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 immediate same day connections as they take no responsibility for onward travel. This will be clearly explained to you at time of booking. We take this into account when arranging such travel, and we do not suggest lengthier connecting times simply to inconvenience you, it is usually for a good pragmatic reason. Should you continue with close same day connections, any additional costs will be at your own expense and this could include expensive one way air ticket. The airlines principal concern is your safety, not their on time performance. Equally sea captains of speedboats and ferries are more concerned with your safety than what connections you need to make. Where longer flight delays result in lost holiday time, no refunds are given by hotels for unused accommodation as the rooms are held for delayed arrival, not re-let or resold. Compensation may be claimed through your insurance company, depending on the conditions of your policy.
49. **Water Sports and Swimming & Game Parks** - 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. Water sports offered by the hotels usually include insurance cover. If you have purchased from independent vendors, this is probably not included and thus will be at your own risk. With activities such as water sports you might be asked to show your competence prior to usage of equipment. Permission is solely at the discretion of the local operator and Chic Locations is not responsible should this be declined. There are some areas where seasonally the red flag will appear most days. Simply by example the west coast of Phuket in

our summer months, the west coast of Sri Lanka for several months of the year summer and winter, the South and East coasts of Barbados, just to name a few areas where you need to be cautious and strictly adhere to local advice and ultimately your own good sense. In some areas we offer accommodation within or close to national parks. These are not zoos, and wildlife is generally free to roam. It is important you adhere strictly to the advice of your game warden/guide.

50. **Excursions and Local Purchases-** Excursions or tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by CHIC Locations. Any excursion/tour that you book, your contract will be with the company operating the activity and they will be able to provide their own conditions and insurance liability upon your request. CHIC Locations is not responsible for the provision of the excursion/ tour or for anything that happens during the course of its provision. The word “adventure“ indicates there might be some risk so when you book an excursion that has an adventure element, you need to satisfy yourself you are in a physical condition to sensibly enjoy this, e.g. dune bashing in Arabia is not suggested for those with bad backs. Likewise it will be assumed all those partaking in water sports/excursions are able to swim and if you zip wire you have a head for heights. Also see point 12 on insurance. Chic Locations is not responsible in any way for local purchases and their reliability or authenticity. Purchases such as jewellery require expert advice and valuation should not be taken at face value. Clothing can be a fun purchase, anything electrical much less so. In many Asian areas they store petrol in old vodka / whisky bottles, do not get confused. Sharp objects like swords might be confiscated by customs.

51. **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. **Also see note 30. Behaviour whilst in destination(s) is governed by the laws of the relevant country which may be different to UK.**

52. **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 publicity material 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.

53. **Additional information** – Please read the additional information contained within our Chic Locations “**Reality Check**” on our website www.chiclocations.com. This includes insight into your destinations or travel patterns. Please ask for a copy if you are unable to locate. Chic Locations is only responsible for information contained within our own publicity material and website. The Company is not specifically responsible for any information, pictorial or written, contained on any 3rd party sites/publicity, for example but not limited to, information obtained from tourist boards, hotels or alternative booking sites. Also see Clause 21.

54. **Photography of hotels and destinations.** All images featured on the Chic Locations website have been checked for accuracy. However you need to assume these have all been taken at the most favourable times, both in season and occupancy, so that deserted beach might not be so empty in peak season. Equally those calm blue seas might not be so inviting in red flag moments. In some areas development is moving rapidly so an image taken a year or two ago might no longer be recognisable from some angles.

55. **Risk of Terrorism** - It is now accepted that there is a risk of terrorism both domestically and internationally. Attacks can be premediated 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 below), but as recent events have shown ‘soft targets’ with no record of problems can be just as vulnerable. We cannot offer any guarantee of safety against terrorism, to say anything else would be naïve, both in the question and the answer. There is nothing anyone can do against a deranged ‘lone wolf’ whose attacks are driven by hatred and extremism, although put into perspective this is highly unlikely to happen.

56. **Natural Disasters** - Most of us now agree climate change is having a negative impact on our world. Extreme temperatures, heavier and long monsoon rains, more frequent earthquakes or volcano eruptions, higher sea swells, beach erosion or expansion and forest fires are just some examples. Whilst some areas seem to be affected year after year, others can go for decades without problems. A realist will appreciate such events are an unfortunate fact of life and in most cases cannot be anticipated.

57. **Foreign & Commonwealth Office (FCO) advice** - www.fco.gov.uk www.travelaware.campaign.gov.uk . The UK Foreign Office issues specific travel information of your chosen destination(s). This contains advice on health and safety, local laws & customs, 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. This will usually apply for travel up to the three weeks from the last FCO advice; it will not apply for example if you are considering many months in advance. Should you decide to travel against FCO advice this is strictly your own responsibility and may nullify your travel insurance and be outside of our standard booking conditions. Also see point 43. If you do not hold a UK passport, differing advice may apply so you should contact your relevant Embassy or Foreign Office advice website.

