

# Summer 2019 Terms and Conditions

Last updated 11<sup>th</sup> February 2019

Customers are advised and are responsible for reading the 'Booking Conditions', 'General Conditions' and 'Holiday information' sections as all holidays are sold subject to these conditions.

## Flight Information

If you are travelling on our charter flights to Bulgaria, you can add on any of the following services:

### **PRE-BOOK YOUR AIRCRAFT SEATING**

If you pre-book your seating at a cost of £10.00 per adult (£5.00 for children aged 2 - 11) you will be guaranteed that you can sit together. This service is available on our charter flights to Bulgaria only, and must be booked at least 8 days before departure. You will be informed of your seat number on arrival at check-in. Please note seats reserved may be across the aisle. Subject to availability specific seats may be reserved at £15 per adult, & £10 per child, and front row seats are £20 per adult only.

### **EXTRA LEGROOM & EMERGENCY EXIT SEATS**

You can reserve extra legroom seats from £30.00 return per person. Some extra front row legroom seats are adjacent to the emergency exits. It is a Civil Aviation Authority requirement that customers aged 18 years and over occupy these seats. For safety reasons, these are only available to passengers who are able bodied and of suitable size. Extension seatbelts cannot be provided on emergency exit rows. You must have no medical conditions and, in the opinion of the cabin crew or check-in staff, have the strength and full mobility to open the emergency exit door. Only a limited number of extra legroom seats are available, which can be booked at least 4 weeks prior to departure (valid on charter flights to Bulgaria only).

### **GOLF CLUBS & BIKE CARRIAGE**

If you are planning to take your golf clubs or bike with you on holiday, it is advisable to pre-book "Golf Club & Bike Carriage" in order to secure the best price and guarantee your carriage, as there is only a limited space on the aircraft. Golf Club Carriage = £25 per set of clubs (return); Bike Carriage = £40.00 per bike (return). These are available to book anytime but no less than 3 days before your departure.

### **FLIGHT ONLY BAGGAGE**

Passengers making a flight only booking will not have a luggage allowance added to the booking. This is an optional extra that can be added during the booking process at a cost of £20 per sector per bag.

### **EXCESS BAGGAGE**

The charges for extra kilos for your luggage allowance at the airport can be high. Therefore, if you are concerned about going over your standard checked in allowance of 20kg you can always pre-book an additional allowance of "Excess Baggage". 5 kg extra allowance is £20.00, 10 kg extra allowance is £40.00. It is available to book anytime but no less than 3 days before your departure.

## **CHECK-IN**

Avoid big queues at the airport and get to the check-in on time. You must get to the airport at least 2 hours before your flight is due to leave. If you don't, the airline could refuse to take you and you will be responsible for any alternative travel arrangements.

## **PREGNANCY**

Airline Regulations state that women 28 weeks or more into pregnancy at the time of return travel must have a medical certificate of fitness to travel. Normally after 32 weeks permission to travel is refused.

## **LUGGAGE**

On most flights advertised in this brochure the allowance per person is (excluding flight only bookings and infants) hold luggage up to 15-20 kg (certain carriers restricted to 1 piece), infants 10 kg on BH Air charter flights to Bulgaria only, hand luggage - 1 piece weighing up to 7 kg, confirm luggage allowances at time of booking. We cannot guarantee we will be able to transfer wind-surfs, bicycles, surfboards or other oversized and unconventional luggage to your accommodation. Please make your own arrangements for this or call our reservations department at least 2 weeks before departure to check if the airline will accept the equipment. You should also have insurance for these items and pay the excess luggage charged by the airline. Airlines have strict rules on carrying certain items on the aircraft.

All hand baggage will be x-rayed at the airports, so if you have any odd shaped items, scissors, penknives or toy guns for example, or any sharp objects such as dart or metal nail files, expect to have your bag examined and those items confiscated. Films and camera equipment are safe in hand luggage, but not in the bag you check into the hold.

## **LOST & DAMAGED LUGGAGE**

In the unlikely event that your luggage is lost, damaged or interfered with whilst in transit with the airline, it is important that you obtain and fill out a PIR (Property Irregularity Report) form BEFORE you leave the airport building. You should take a copy of this for your records. You will also need to keep your airline tickets and the luggage sticker received at the check-in desk. If you fail to obtain a PIR form, the airline will not accept responsibility for any loss or damage and insurers may not accept a subsequent claim. Please contact the airline within 7 days of your return to make a claim. Terms of the carrier will be applicable.

## **FLIGHT DELAYS**

Unfortunately, flight delays do sometimes occur, these are beyond our control and as a tour operator we cannot accept liability for any expenses incurred as a result. Under EU Law you are entitled to some compensation from the airline in certain cases, e.g. denied boarding or cancellation, full details will be available at EU airports. Please note however that you are not entitled to a full refund of your holiday cost from us in these circumstances. In the event of a flight

delay, it is the responsibility of your airline to keep you informed and to provide you with meals and refreshments in accordance with EU Regulations (copies are available at the airline counter), and subject to operational suitability. Further, in the case of an extended delay, it is the responsibility of the airline to make arrangements for overnight accommodation, subject to availability and operational feasibility. The above is without prejudice to your rights against the airline under the European Denied Boarding Regulations 261/2004 and to your rights against us under the Package Travel and Linked Travel Arrangement Regulations 2018.

### **AIRPORT SERVICES**

Servisair's Executive Lounge offers a welcome refuge from airport crowds. A complimentary bar and beverage service is provided with a full range of quality newspapers and magazines, all served by impeccably uniformed staff. This exclusive package is available at selected airports at the bargain price of £20.00 per person. This service is not available to children. Please contact our Reservations Department for more information.

### **HOLIDAY EXTRAS**

Holiday Extras offer overnight accommodation and airport parking for the duration of your holiday. Prices for hotels and parking are available on request (these services are subject to availability and confirmation at the time of booking and are subject to Holiday Extras booking conditions). Please contact Holiday Extras on 0870 844 4000, quoting ref. no. HX258.

### **DEEP VEIN THROMBOSIS**

It is well known that long periods of immobility can contribute to the condition of Deep Vein Thrombosis (DVT). There are a few simple steps you can take to reduce susceptibility; drink plenty of water, take on minimal alcohol and move around as much as possible during the flight by doing simple foot and leg exercises. For more information, please see your "Summer Holiday Guide" enclosed with your travel documents.

### **FLIGHT TIMINGS & ROUTES**

Flight timings, routings and airlines are only provisional and may be changed. Any changes will be notified to you prior to your departure. Actual flight details will be shown on your tickets. Your tickets will be sent via email or in the post, depending on your indicated preference at the time of booking. It is your responsibility to ensure that the email address on your booking is correct. If departure is less than 10 days tickets will be sent first class, for departures more than 10 days tickets will be sent second class.

## **Holiday Information**

### **WHAT OUR PACKAGE HOLIDAY PRICES INCLUDE**

- Air and coach travel to and from the resorts as detailed.

Coach transfers require a minimum number of passengers to operate, and if the minimum number is not reached, we may need to combine transfers for flights with similar schedule. Coach transfer times are the actual journey time.

- A luggage allowance per person (excluding infants) is: Hold luggage up to 15-20 kg (certain carriers restricted to 1 piece), infants 10 kg on BH Air charter flights to Bulgaria only, hand luggage - 1 piece weighing up to 7 kg, allowances confirmed at the time of booking.

- Accommodation and meals as described.
- All known current airport and security charges.
- Services of local representative or agent at holiday centres (clients booked for accommodation only or hotels presented on the website will not receive a visit).

#### **NOT INCLUDED IN OUR PACKAGE HOLIDAY PRICES**

- Transportation between your home and the UK airports, portage to and from check-in desks at the airports and the holiday hotels.
- The cost of personal items such as laundry, drinks, telephone calls and minibar unless stated.
- Costs of visas where required (for non-British citizens - see further details on this page).
- Holiday insurance.
- In-flight meals on most of our flights.
- Use of the air-conditioning in certain hotels.
- Use of sunbeds, parasols and other facilities in the hotel, around the swimming pools and on the beach unless otherwise specified.
- Use of safety deposit boxes in hotels unless otherwise specified.
- Use of local resort's transport unless otherwise specified.
- Charges made for collection of tickets at your departure airport.
- Supplements resulting from current unknown taxes and costs, if applicable at the time of your booking.
- Cost of damages to apartments and hotels.
- Car hire.
- Airport parking.
- VIP airport lounge.

#### **WHAT OUR FLIGHT ONLY PRICES INCLUDE**

- Economy Air travel one way or return as booked and confirmed
- Airport & Government Taxes
- Hand Luggage (the applicable weight allowance per passenger will be confirmed on your ticket)

#### **WHAT OUR FLIGHT ONLY PRICES DO NOT INCLUDE**

- Hold Luggage Allowance
- Any extra legroom or seat/cabin supplements
- In-flight catering

#### **WHAT OUR ACCOMMODATION ONLY PRICES INCLUDE**

- Accommodation on a self-catering, room only, bed & breakfast, half board, full board, all-inclusive, all-inclusive light, ultra-all-inclusive as booked by you and confirmed by us on your invoice

#### **WHAT OUR ACCOMMODATION ONLY PRICES DO NOT INCLUDE**

- Any applicable accommodation supplements
- Resort tax
- Any applicable local charges for the use of hotel/apartment facilities/services

#### **EXTRAS TO PAY**

The following facilities will usually incur a local charge unless otherwise stated in the hotel descriptions: Baby-sitting, use of swimming pools, water slides, sunbeds and parasols, table tennis, pool tables, health centres, safety deposit boxes, entry to discos/night clubs, use of a gym/sauna, etc. In addition, there is usually a small charge to pay for all public toilets, even those located in hotels. Some hotels offer beach / pool towels against a refundable deposit.

#### **HOLIDAY EXTRAS**

We offer our clients the possibility to pre-book holiday extras such as airport parking, VIP airport lounges, and car-hire. The holiday extras which we offer can only be booked separate to the holiday package, and are not included in the package holiday arrangement.

#### **ACCOMMODATION**

Balkan Holidays categories:

All hotels in the brochure have been given a Balkan Holidays rating. This is based on our company knowledge only, so please do not compare it with other countries such as Spain or Britain as our destinations are totally different. Our references allow you to pick the best hotel to suit your needs and budget.



Basic and no-frills, but good value for money. You will not have a TV or phone; rooms and bathrooms will be small. Perfect for the value-conscious holiday-maker who spends the day out and about. Only a few hotels have swimming pools.



Standard accommodation with in-house facilities. Rooms generally have both TV and phones. Please read through descriptions carefully, as some properties have better rooms with fewer facilities, and vice-versa. Most hotels will offer the use of a swimming pool.



Modern, large hotels with lots of facilities. Rooms and bathrooms are spacious and well equipped. If comfort and convenience are important, then go for this standard of accommodation!



As the category suggests, these hotels offer excellent service and luxurious accommodation with a superb range of facilities. Certain hotels fall between two categories; here, we have added a PLUS to aid your decision making.

## **APARTMENTS**

All apartments featured have a kitchenette with hot plates or microwave and fridge. The bedrooms usually have a double bed and the extra beds are usually of a sofa type in the living room. In some studio apartments, the bed may be of sofa type. Baby cots are not available in most of the apartments. Some apartments require a holding deposit upon arrival, which will be refunded in full at check-out, minus the cost of any breakages that may occur during your holiday.

Exclusive for Balkan Holiday customers from the UK

Package holidays from the UK in these hotels are available only with Balkan Holidays.

## **CHECK-IN / CHECK-OUT**

Checking in and checking out times vary slightly from resort to resort, but generally are as follows: check in from 14:00 (on occasions it may be later); check out on the last day of your holiday is 10:00 in apartments and midday in hotels. In some cases, you may have to wait to access your accommodation depending on your flight arrival time or have several hours before your homeward flight departs. Wherever possible a room will be made available for changing and storing luggage. Sometimes a hotel may let you keep your room (arrange in resort) at local charge. This is not normally possible with apartments.

## **BATHROOMS**

A typical bathroom in our destinations is small and consists of a toilet, a basin and a shower with no curtain or tray, and a central drain in the floor. This is normal! If you need a larger bathroom this may be available at 4 or 5 star properties and booking a room with a bath (there is always shower over the bath).

## **LIFTS**

If a hotel offers lift facilities, be aware that it may be withdrawn from time to time for essential maintenance work. Please note that the withdrawal of such facilities is outside of our direct control. Many lifts offered may commence on a floor other than ground level and may be reached by stairs.

## **DRESS CODE**

Please note that men are expected to wear long trousers in the hotel restaurants during the evening. This applies to all hotels in our brochure.

## **ALLOCATION ON ARRIVAL**

'Allocation on arrival' means the accommodation will be provided in a resort/property anywhere within the particular holiday region stated which may not necessarily be featured in our brochure. The prices for this type of holiday are valid at the time of booking only and are subject to availability. Changing your accommodation in resort is subject to the current brochure price, availability and the relevant administration / cancellation charge.

Balkan Holidays cannot guarantee a particular resort, property or extra facilities such as a swimming pool, prior to departure from the UK. Where provided, the Balkan Holidays invoice must always be taken on the holiday.

## **HOTEL MEALS**

The board arrangement for each hotel or holiday is clearly shown in the hotel description. Bed and breakfast denotes bed and continental breakfast usually from a buffet selection. Half board denotes breakfast and evening meal only; full board denotes breakfast, lunch and evening meal only. All Inclusive denotes breakfast, lunch, dinner including local alcoholic and non-alcoholic drinks. Meal times and bars opening times may change. All Inclusive Light may not include drinks outside main meals. All Inclusive Ultra may also include international drinks, more entertainment and free facilities. Diet drinks are not included in all-inclusive packages. See the All Inclusive and/or hotel entertainment package on the relevant hotel page for further details. In most hotels, all meals are served buffet style. Please note however that our suppliers reserve the right to change the meal basis from buffet style to table service or vice versa. Please note that meals served as part of the holiday package will be local cuisine. The choice of meals for vegetarians or those requiring other special diets is very limited, usually restricted to salads and omelettes. Special meals on the aircraft may not be provided by all carriers. If a special diet is essential for you, we may have to decline your booking. Please also remember that meals for infants are paid for locally.

## **HEALTH MATTERS**

Your Safety - we have taken reasonable care to make sure your package your holiday runs smoothly and your safety and welfare whilst you are on holiday is no exception. We endeavour to make sure your accommodation and other services are provided by reputable suppliers. These suppliers should follow local standards on safety where applicable. However, please be aware that overseas standards regarding safety and hygiene are generally lower than those you expect in the UK. The elderly, pregnant women and those travelling with infants should take extra care. It's worth remembering, that mild stomach upsets are often caused by a change of environment, and not necessarily by local hygiene or food preparation standards. With this said, we are working continually to maintain and improve these standards in all our destinations.

Hot climates can attract different types of insects to those in the UK do not be surprised to find some insects in and around your accommodation. This should not cause a problem but we would advise you to reduce the risk of insect bites by using repellents and covering up at night.

A "Summer Holiday Guide" is downloadable and available upon request; please take a few moments to read this essential information.

## **VACCINATIONS**

Vaccination requirements can change without notice, so, wherever you are travelling to, we recommend you check the most up to date information available to you. This information can be obtained through your local GP. Please be aware, some inoculations or precautions, although not always compulsory, may be advisable. Useful travel information can be found at [www.gov.uk](http://www.gov.uk) or telephone 0207 008 1500. Please seek advice from your local GP regarding the following recommendations.

- Bulgaria: Vaccinations for Typhoid and Hepatitis A are recommended.
- Croatia: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited.
- Montenegro: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited.
- Slovenia: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited. Tick-borne encephalitis is present in forest areas.

## **ACCOMMODATION SAFETY**

On arrival at your accommodation, please take time to familiarise yourself with the layout of the property. Take particular notice of the fire safety instructions and emergency procedures. These should be posted at reception or in your room. If these are not present, please ask at reception.

## **SWIMMING POOL & BEACH SAFETY**

In most destinations, it is not a requirement to have a dedicated lifeguard in your holiday accommodation. It is therefore important that you and your party take the time to familiarise yourselves with the pool and pool area. We ask that you are extra vigilant when travelling with children and that they are accompanied by an adult at all times whilst swimming.

Flag warning systems may be in operation on some beaches. Please take a moment to familiarise yourself with local regulations and swimming conditions.

## **CHILDREN'S SAFETY**

Balconies, lifts and swimming pools are just some of the areas accidents can occur when children are not properly supervised. We take every reasonable care to make sure standards are as high as possible; however, before using any facilities provided for children, i.e. cots, we ask that you satisfy yourself that they are in good condition and up to the safety standards you would expect.

## **PERSONAL SAFETY**

Although crime rates are low, as with any destination, tourists need to be extra vigilant when venturing into resort. This is most important in areas where large crowds of people may gather, such as, markets and bazaars. Remember to keep valuables out of sight, or better still, most hotels will offer a safety deposit box for your peace of mind.

## **EXCURSION SAFETY**

We take reasonable care in the selection of our excursion providers and work with reputable excursion providers to make sure the excursions they provide comply with any applicable standards. Should you choose to organise your own excursions you should check beforehand that your insurance, and/or the insurance of the supplier, provide comprehensive legal and financial cover. You should also check to ensure that the excursion provider's safety precautions are compliant with the local standards before taking part.

## **FCO ADVICE**

The Foreign and Commonwealth Office offer the most up to date travel information available. For the latest travel advice from the Foreign & Commonwealth Office please check [gov.uk/travelaware](http://gov.uk/travelaware) and follow @FCOtravel and Facebook.com/FCOtravel. Contact: 020 7008 1500 for general enquiries and for Consular Assistance, 020 7008 1500. Email Address:

[TravelAdvicePublicEnquiries@fco.gov.uk](mailto:TravelAdvicePublicEnquiries@fco.gov.uk) Learn about the laws, customs and entry requirements of the country you're visiting and understand how they differ from home, check [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice).

## **PASSPORTS, VISAS & TRAVEL ADVICE**

Every passenger will need a valid 10-year British passport. For travel to Bulgaria, Slovenia, Croatia, Montenegro and Romania your passport should be valid for a minimum of 6 months from your

arrival date; you do not need any additional period of validity on your passport beyond this. It is a customer's responsibility to be in possession of a full 10-year valid passport and necessary visas.

Balkan Holidays or your airline, may refuse you travel if you do not have the correct documents. Your passport and travel documents must be intact and you may not be able to travel if they are damaged.

Information in this section is valid for British citizens only. Non-British citizens should consult the Embassy of your destination country to check whether a visa is required. Some countries apply different rules: Clients holding British subject passports should also contact the Embassy of their destination country for visa information.

If you need to apply for a new or replacement passport, be sure to leave plenty of time for the passport office to process your application: there can be delays a busy travel times. The name on the passport must match the name on the ticket. If the passport and ticket does not match, you may not be able to travel and your insurance policy may be invalid. It is not necessary to obtain visas before departure on these pre-booked inclusive holidays, but you should take your holiday confirmation invoice with you in case the reason for your visit is requested at the airport on arrival. Visas may be required for persons booked through our independent Travel Department; please ask our agent at the time of booking.

Bulgaria - you will need to complete an immigration card upon arrival giving details of your stay and your place of residence whilst in Bulgaria. You will receive the card on arrival. If you book accommodation with us or have arranged your own accommodation at a hotel, your hotelier should stamp your immigration card and submit it to the local police station on your behalf. If you book a flight only to Bulgaria and you are staying in private accommodation, e.g. with friends and family you are required to submit the immigration card to the local police station yourself upon your arrival. Failure to do so may result in a fine.

### **PASSPORTS FOR CHILDREN**

All passengers, including new born babies need their own individual passports to travel to all our featured destinations. The Foreign and Commonwealth Office offer the most up to date travel information available. For the latest travel advice from the Foreign & Commonwealth Office please check [gov.uk/travelaware](http://gov.uk/travelaware) and follow @FCOtravel and Facebook.com/FCOtravel. Contact: 020 7008 1500 for general enquiries and for Consular Assistance, 020 7008 1500. Email Address: [TravelAdvicePublicEnquiries@fco.gov.uk](mailto:TravelAdvicePublicEnquiries@fco.gov.uk) Learn about the laws, customs and entry requirements of the country you're visiting and understand how they differ from home, check [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice). Alternatively, you can contact ABTA's Travel Information line on 0901 201 5050 (calls are charged at 50 pence per minute).

### **COMPREHENSIVE INSURANCE**

Travel insurance is essential when travelling with us. This can be booked through us or with another company. If you choose another insurance policy, please ensure that the cover is at least equivalent to that offered by us.

### **INSURANCE CLAIMS**

Please note that all claims should be directed to the holiday insurers and not to Balkan Holidays.

### **DISABLED HOLIDAYMAKERS**

We are not a specialist disabled company but we will do our utmost to honour any special requirements you may have. Before making a booking, we will need to know if you have any medical/physical mobility needs which might affect how and if we can deliver all your chosen holiday services. These needs may affect your flight, transfers or the suitability of your chosen accommodation or other aspects of your holiday. We would therefore ask that you submit any special needs/requirements to us in writing before making any reservation. A checklist for the disabled and less mobile passengers can be obtained by contacting us directly and will need to be completed and signed by you before your booking can proceed. Please note that completion of this form will not guarantee your needs will be met. It will however enable us to check the suitability of your chosen holiday with our resort staff based on the information supplied by you. We cannot be held liable if you fail to tell us about special requirements that may affect the quality of your holiday. Further, we would mention that some hotels allow access for partially disabled guests, although the bathroom doors are generally narrower than a standard wheelchair and there may be a number of steps between the hotels and the beach. In addition, motorised wheelchairs and scooters may be subject to a surcharge. This is at the discretion of the airline. Wheelchair assistance must be pre-booked at least 48 hours before departure (not counting the day of travel). If you fail to pre-book your wheelchair assistance, we reserve the right to refuse travel.

### **RESORT DEVELOPMENT**

Construction works and noise are possible in certain developing resorts. Unfortunately, such developments are not under our control, and may also not be under the control of the hotels we feature. It is possible that there may be building work in the vicinity of your holiday accommodation, or in the resort area. As is the custom, work may start early in the day. Unfortunately, it is not always possible to foresee the nature and extent of such work. If we are informed of any building works at or close to your accommodation that may affect the enjoyment of your holiday, we will do our best to forewarn you about it prior to your departure. Please note that such works may not be carried out by the providers of accommodation featured in our brochure, and may be outside of their control. We would urge you to read the resort and hotel descriptions carefully to identify sources of noise which exist or might expect to exist, i.e. roads, bars, discos etc. However, it is impossible to predict noise created by individuals, machinery or traffic, i.e. temporary noise disturbances. Live music/noise from bars which are adjacent or part of any properties we feature may extend their opening hours and opening times may differ from these published.

In some resorts, the provision of roads, power and water supplies etc. does not always keep pace with the demands of rapid tourist development, so you may experience power cuts or problems with, for example, plumbing or drainage. In addition, during prolonged periods of hot weather the resort authorities sometimes find it necessary to conserve water supplies by implementing a 'regime' with intermittent interruptions to supply. However, they always do their best to give advance notice of such interruptions and minimise inconvenience to holidaymakers.

### **EARLY AND LATE SEASON HOLIDAYS**

Our prices show especially good holiday value early and late in the season. However, as you'd expect, not all hotels, resort facilities (particularly beach facilities) swimming pools, restaurants, night clubs and children's activities may be available at these times. Local suppliers reserve the right, subject to weather and visitors in resort, to either withdraw or reduce the services provided. This could be due to cleaning, renovation or as a result of local conditions and Balkan Holidays cannot be held responsible.

# Booking Conditions

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Balkan Holidays Limited. The contract may be one in which we act as an organiser, or a principal. That will depend upon, and our obligations to you will vary depending upon, whether your booking is a package holiday organised by Balkan Holidays Limited (as defined below) or a single component holiday (as defined below); the differing obligations are set out below in three separate sections. When we refer to a 'Package Holiday' in these conditions, this is defined by the Package Travel and Linked Travel Arrangements Regulations 2018.

## SECTION A

Contains the website conditions which will apply only where Balkan Holidays Limited has arranged a Package Holiday. These bookings will be referred to on our website as Package Holidays.

## SECTION B

Contains the website booking conditions which apply principally to all non-Package bookings, i.e., bookings which are made up of single-component holidays.

## SECTION C

There are certain terms that apply to any type of booking and these are set out in Section C.

## SECTION A: ESSENTIAL TRAVEL INFORMATION

### (A) YOUR PACKAGE HOLIDAY

These Terms apply between you and us because the combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 (The Package Travel and Linked Travel Arrangements Regulations 2018). Therefore, you will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### (B) How to contact us

You can contact us on the details below:

- (i) Sales (if you want to make a new booking) 0845 130 114.
- (ii) Customer Service (if you want or need to speak to us about an issue before your date of departure or after your return from holiday) 0207 543 5596 & email: [cs@balkanholidays.co.uk](mailto:cs@balkanholidays.co.uk).
- (iii) Duty office (if you need to speak to us about an incident whilst you are on holiday, either at the airport or in resort) please refer to the emergency telephone number on your e-ticket.
- (iv) If you have a complaint, please follow the procedures set out in Clause C16 'Complaints' [below](#).

### (C) Your Key Rights

(i). "Travellers will receive all essential information about the package before concluding the package travel contract." You can find complete information of each of our products in each holiday brochure description contained in this brochure.

(ii). "There is always at least one trader who is liable for the proper performance of all the travel services included in the contract." For more information, please read [Clause A1](#) and [Clause B1](#) below entitled "Making a Booking and Payment".

(iii). "Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent." For more information, please read [Section B](#) above entitled "How to contact us".

(iv). "Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs." For more information, please read [Clause A4](#) below entitled "If you change your booking".

(v). "The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs." For more information, please read [Section A3](#) below entitled, "Price Changes".

(vi). "Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate." For more information, please read [Clause A6](#) below entitled "Changes made by Us", and [Section A10](#) below entitled, "Cancellation by Us".

(vii). "Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package." For more information, please read [Clause A5](#) below entitled "Cancellation by You".

(viii). "Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee." For more information, please read [Clause A5](#) below entitled "Cancellation by You".

(ix). "If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem." For more information, please read [Clause A12](#) below entitled "Our Liability to You".

(x). "Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed." For more information, please read [Clause A12](#) below entitled "Our liability".

(xi). “The organiser has to provide assistance if the traveller is in difficulty.” For more information, please read [Section B](#) above entitled “How to contact us”, [Clause A12](#) below, entitled “Our Liability to You”, and Clause 16 below entitled “[Additional Assistance](#)”.

(xii). “If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency”. For more information, please read [Clause A2](#) below entitled “Financial Protection”.

(xiii). Website address or hyperlink to website where the Package Travel and Linked Travel Arrangements Regulations 2018 can be found - <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

## **SECTION A. THE PACKAGE HOLIDAY**

The terms set out below, together with the terms set out in Section C, apply when we have arranged a Package Holiday for you.

### **A1. MAKING A BOOKING AND PAYMENT**

Your package holiday contract is with Balkan Holidays Ltd., trading as Balkan Holidays, a member of ABTA (Member No. V089X) and licensed by the Civil Aviation Authority (ATOL No. 0252). Our address is Sofia House, 19 Conduit Street, London, W1S 2BH, and telephone number, 020 7543 5555. A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. 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. When you make your booking, you must pay a deposit of £140 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. If the price shown on the invoice is incorrect, compared to the applicable price, this will be deemed a mistake, and the booking will be invalid. We will be entitled to cancel the booking and re-invoice at the correct brochure price, if your booking was made more than 56 days before departure. We will have the right to rectify any mistakes up to 50 days before departure. If your booking was made less than 56 days before departure, we will have the right to do so up to 14 days before departure.

### **A2. FINANCIAL PROTECTION**

We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 0252 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). 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 you have bought (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree

to accept that in those circumstances the alternative ATOL holder will perform those obligations (after prior agreement from the CAA) 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).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.

If we, or the suppliers identified on your ATOL certificate, 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.

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

### **A3. PRICE CHANGES**

The prices featured in our brochure apply. We reserve the right to alter the prices of any of the travel arrangements shown. You will be advised of the current price of the arrangements that you wish to book before your contract is confirmed. The price of your holiday arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' for April 2018 in relation to the following currencies: Euro. Prices in our brochure are offered per person, based on two adults sharing a room. Extras and supplements for regional UK departure airports, infants, single occupancy, extra week/night (subject to availability at our discretion), sea view, car hire, late booking fee (where applicable), pre-booked aircraft seating etc., should be added to the cost. Please note the extras referred to above, do not include extras which incur a local charge payable in resort (please refer to our brochure's Holiday Information 'Extras to Pay' section). We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 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 insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% 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 (we will refund any price difference if the alternative is of

a lower value), 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 the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred.

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.

#### **A4. CHANGES MADE BY YOU BEFORE YOUR DATE OF DEPARTURE**

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 as set out in the table below and any further cost we incur in making this alteration. 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. Note: Certain travel arrangements 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.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

Days of Departure*	57 or more	56 to 36	35 to 22	21 to 15	14 to 0
Amendments					
Name correction (title, spelling mistake)	No charge	£25 per person	£25 per person	£25 per person	£25 per person
Replacing existing name	£50 per person	£50 per person	£50 per person	£50 per person	Cancellation 100%
Pre-bookable extras	£15 per change	£20 per change	Cancellation 100%	Cancellation 100%	Cancellation 100%
Room type or board basis	No charge	No charge	No charge	£15 per change	£15 per change
To change accommodation, airport, holiday duration and/or to travel earlier than planned†	£15 per change	£30 per change	£50 per change	Cancellation 90%	Cancellation 100%
To travel later than planned†	Loss of deposit	Cancellation 30%	Cancellation 50%	Cancellation 90%	Cancellation 100%

\* Not counting the day of travel

† Not applicable for scheduled & low-cost airline tickets. Please call our reservations department for more details.

Note: If two or more components are changing the highest charge will apply. If all names change on a booking, then cancellation charges as shown in clause A5 will apply. When the amendment is made within 29 days of departure the appropriate cancellation charges will be levied in all cases.

Please note that the scheduled, certain charter and all of the no-frills airlines will not permit changes for any reason. Such changes will result in you being charged the full cost of the flight and may be subject to space being available for a new reservation. Additionally, you will also have to pay any extra costs that the airline passes onto us, as well as the appropriate name change fee as stated in the table above. Re-issued e-tickets are charged at £15 per person.

#### **A5. CANCELLATION BY YOU**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
Up to 57 days	Loss of Deposit (plus any administration charges) +
56-36 days	50%* (or deposit paid plus administration charges if greater) +
35-22 days	70%*+
21-15 days	90% +
14 days or less	100% +

\* Or deposit whichever is greater

\*\* Not counting the day of travel

† Not applicable for scheduled & low-cost airline tickets. Please call for more details.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

#### **A6. CHANGES MADE BY US BEFORE YOUR DATE OF DEPARTURE**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant 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.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund:

1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

2. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before scheduled departure within which a significant change is notified to you or your travel agent	Compensation per adult if you cancel*	Compensation per adult if you travel*
more than 56 days	Nil	Nil
56-29 days	£5	£10
28-15 days	£10	£20
14-8 days	£15	£30
7-0 days	£25	£40

There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants. Free places will not receive any compensation. Note: No claim for additional expenses or other compensation will be considered.

In no case however, will we pay compensation if any alternative accommodation accepted by you is of the same or higher standard or category than that originally booked. Furthermore, in all cases, our liability is limited to the payments set out above and we regret we cannot meet any losses or expenses you may incur as a result of any change. No compensation is payable for minor changes.

Compensation payments relating to a child for whom you have paid a child price are calculated on a pro-rata basis. There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

Free places will not receive any compensation.

Note: No claim for additional expenses or other compensation will be considered.

In no case however, will we pay compensation if any alternative accommodation accepted by you is of the same or higher standard or category than that originally booked. Furthermore, in all cases, our

liability is limited to the payments set out above and we regret we cannot meet any losses or expenses you may incur as a result of any change. No compensation is payable for minor changes.

#### **A7. MINOR CHANGES MADE BY US BEFORE TRAVEL**

Any change which is not deemed to be significant, as outlined in the Section entitled 'Changes made by us before travel', will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change.

#### **A8. FORCE MAJEURE**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to 'Force Majeure' (i.e., unavoidable and extraordinary circumstances beyond our control). Such circumstances include any events which we or the supplier of service in question could not, even with all due care, foresee or forestall, such as war or threat of war, civil strife, natural or nuclear disaster, industrial disputes, terrorist activity, adverse weather conditions, volcanic ash, fire and all similar events.

IMPORTANT NOTE: If circumstances beyond our control make it necessary we reserve the right sometimes without prior notification to provide accommodation on your arrival in the holiday centre in an alternative hotel/apartment and/or resort of the class confirmed to you, or higher. This is particularly likely for early or late departures when not all the resort's properties are open. If we are aware of such changes, before your departure we shall inform your travel agent, or yourself in the case of a direct booking.

#### **A9. CHANGES MADE AFTER YOUR DATE OF DEPARTURE**

If, after your departure, a significant proportion of your Package Holiday cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for valid reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. If appropriate, we will also pay you compensation, unless your return has been due to reasons of force majeure. The amount of compensation will be reasonable, taking into consideration all the circumstances.

#### **A10. CANCELLATION BY US**

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us per person*
More than 56 days	£NIL
56 to 29 days	£10
28 to 15 days	£20
14 to 8 days	£30
7 to 0 days	£40

This does not exclude you from claiming more if you are entitled to do so. \*

#### **A11. FLIGHT DELAYS**

In the event of a flight delay, it is the responsibility of your airline to keep you informed and to provide you with meals and refreshments in accordance with EU Regulations (copies are available at the airline counter), and subject to operational suitability. Further, in the case of an extended delay, it is the responsibility of the airline to make arrangements for overnight accommodation, subject to availability and operational feasibility. We recommend you check your travel insurance policy for any flight delay cover you may have under your policy. Please note that any flight-delay related claim you may wish to make under EU Regulations 261/2004, must be addressed to the airline concerned, and not Balkan Holidays, as these Regulations apply strictly to the airline, and not your tour operator.

The above is without prejudice to your rights against the airline under the Denied Boarding Regulations 261/2004 and to rights against us under the Package Travel and Linked Travel Arrangements Regulations 2018 (for further details see clause A12 below).

#### **A12. OUR LIABILITY TO YOU**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of

travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

### **GASTRIC ILLNESS**

Holiday illness is surprisingly common and may be caused by a variety of factors such as a change in diet, climate and environment. Should you become ill whilst on holiday, you must tell our representative and your hotel. Our representative will assist you to see a local doctor for the right diagnosis and appropriate treatment. On your return to the UK, you must also make a follow up visit as early as possible with your local GP. You must also grant us authority to have access to your medical records in relation to any gastric illness you suffered whilst on holiday. Any failure on your part to follow the above-mentioned procedure may reduce or extinguish any rights you have to claim compensation from us where you feel that your illness was the result of any food or drink you consumed at your hotel as you will have denied us the opportunity to carry out a full and proper investigation.

### **A13. BAGGAGE**

The sum of compensation we will pay for any loss or damage to luggage is limited in accordance with the Montreal Convention cited in the above Clause A12. For claims for missing or damaged baggage you have to follow the rules on the reverse of your ticket or contained within the airline's conditions of carriage. Please note time limits apply within which to notify us or the carrier and register a claim. We will not accept legal responsibility for high-value items which you should insure for the suitable amount.

### **A14. WHAT IS INCLUDED / NOT INCLUDED IN YOUR PACKAGE HOLIDAY PRICE**

Please see the list of items included and not included in your Package Holiday Price in the Holiday Information section above.

## **SECTION B: ESSENTIAL TRAVEL INFORMATION**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to our company's booking website, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection can be found at [B7](#) and [C22](#).

## **SECTION B. SINGLE HOLIDAY COMPONENT**

The terms set out below, together with the terms set out in Section C, apply to non-Package bookings, such as, accommodation only or flight only arrangements. Please read these conditions carefully as they, together with the specific information about your confirmed accommodation only and / or flight only, form the basis of your single component contract with Balkan Holidays Limited.

### **B1. MAKING A BOOKING AND PAYMENT**

Your single component holiday contract is with Balkan Holidays Ltd., trading as Balkan Holidays, a member of ABTA (Member No. V089X) and licensed by the Civil Aviation Authority (ATOL No. 0252). Our address is Sofia House, 19 Conduit Street, London, W1S 2BH, and telephone number, 020 7543 5555. The monies you pay to us for your accommodation only are also protected by means of a bond held by ABTA. When you have chosen your single component, e.g. accommodation only, or flight only, you must pay the designated deposit per person, or the full cost of the booking if you are booking within 8 weeks of your arrival. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. If you have paid a deposit, the balance of the cost of your single component is due 8 weeks before departure. In some cases, the full cost of your single component may be due at the time of booking. If it is not received in time we will cancel your booking and retain your deposit. The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the hotel.

### **B2. YOUR BOOKING RESPONSIBILITY**

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. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

### **B3. PRICE CHANGES**

We reserve the right to alter any of our advertised accommodation for flight prices. You will be advised of the current price of the accommodation or flight that you wish to book on our website and before your contract is confirmed.

#### **B4. TRANSFER OF BOOKINGS**

In the case of a scheduled flight only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges and then making a new booking, which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges.

#### **B5. CANCELLATION / AMENDMENT OF BOOKINGS BY YOU**

Bookings may be amended or cancelled in accordance with the relevant supplier's terms and conditions and subject to the supplier's amendment and cancellation charges. In many cases our flight suppliers may impose charges of up to 100% of the cost of the travel arrangements and these will be passed onto you. Please refer to Section C9 & 10 for more details on changing your booking. In the case of accommodation only bookings, should you wish to alter any part of your accommodation arrangements please notify us at once. We will always try to assist in such cases. Where an amendment to the accommodation is made more than 22 days\* before departure an administration charge will be made. If the number of persons booked changes, the holiday price will be recalculated on the basis of the amended party size. Any increase in price per person as a result of part cancellation (e.g. studio/ apartments/villas under occupancy charge, or sole occupancy charge in a twin), is not a cancellation charge and is not covered by our insurance. When the amendment is made within three weeks of departure the appropriate cancellation charges will be levied in all cases (except name changes - see below), but we will try wherever possible to provide you with the change requested, and if as a result of that Balkan Holidays incurs further costs, these will be passed on to you.

Days of departure*	Up to 57 days	56 to 36 days	35 to 22 days	21 to 15 days	14 to 0 days
Amendments					
Holiday Accommodation	£50 per person	£50 per person	£50 per person	90% Cancellation	Cancellation (100%)

\* Not counting the date of travel

#### **IF YOU WANT TO CANCEL YOUR ACCOMMODATION ONLY BOOKING**

The person that made the booking must put this in writing to us, by email, fax or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date. You will be charged a cancellation fee based on the date which we receive your written notice of cancellation. Our cancellation fees are as follows:

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
More than 70 days**	Loss of Deposit (plus any administration charges) +

69-57 days	30%* (or deposit paid plus administration charges if greater) +
56-36 days	50%*+
35-22 days	70% +
21-15 days	90% +
14 days or less	100% +

\* Or deposit whichever is greater

\*\* Not counting the day of travel

† Not applicable for scheduled airline tickets. Please call for more details.

## **B6. CHANGES MADE TO YOUR BOOKING**

Where a supplier makes a change to a non-Package booking you do not have the same legal rights as with a Package booking. If we are aware of any change which we believe will materially affect your booking we will tell you as soon as reasonably practicable but you must appreciate that we will only have an obligation to tell you if we have been told in the first place by the supplier. It is the responsibility of the supplier to make alternative arrangements; it is not our responsibility. Where, however, we believe a change has a significant effect on your booking; we will endeavour to arrange with the supplier(s) to provide you with suitable alternative arrangements. If suppliers impose additional costs for any alternative arrangements you will be obliged to pay those.

## **B7. OUR LIABILITY TO YOU**

We have a duty to select the single component holiday providers with reasonable skill and care. We have no liability to you for the actual provision of the single component(s), except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others.

Our responsibility therefore is to make an arrangement for the provision by the relevant supplier (e.g., carrier of air transport, or accommodation owner/supplier) of the component you book, but we do not have any responsibility for the operation of the component itself.

We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us.

We also have no liability in the following situations:

- i. where the accommodation cannot be provided as booked due to unavoidable and extraordinary circumstances beyond our control (see the Note on Force Majeure in clause C29)
- ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- iii. where you incur any loss or damage that relates to any business activity.

iv. where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.

Please note, with the exception of flight only bookings which are ATOL protected under our ATOL License 0252, in the unlikely event of our collapse/insolvency, any money you have paid us for any other components is not protected by a scheme of financial protection. If this is important to you, we recommend you book a Package or obtain suitable travel insurance.

## **B8. INTERNATIONAL CONVENTIONS**

If any International Convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to. The Denied Boarding Regulation (Regulation 261/2004 EC), which applies to the airline. Any applicable Protocols or amendments shall apply to all such International Conventions. You can get copies of the relevant Conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your travel arrangements.

## **SECTION C. ALL BOOKINGS**

For all bookings as described in Sections A or B above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail.

The lead name on the booking must be a minimum age of 18. The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information on our websites (as applicable).

## **C1. PAYMENT TERMS**

For all bookings, you must pay either:

(i) the full fare (depending on the suppliers' conditions for the travel arrangements in question), or

(ii) a deposit as required by us and/or the supplier of the services for the arrangements in question, the amount of which will be advised at the time of booking. Followed by the final balance of the cost by a specified date.

For all bookings, if full payment was not made at the time of booking, any outstanding balance must be reached no later than 8 weeks before your date of departure. Bookings made within 8 weeks of departure will always be subject to full payment at the time of booking.

Please note failure to pay on time will result in cancellation.

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

## **C2. METHODS OF PAYMENT**

Credit Cards: We accept Barclaycard/Visa, Access/MasterCard. Debit Cards: we accept payment by most forms of debit card. We do not charge a handling fee for payment by card.

## **C3. ACCOMMODATION**

All our prices are based on sharing twin or double-bedded rooms or villas, studios or apartments accommodating two to eight people. Single and under occupancy supplements are shown under the price panel. Twin/three: Some accommodations can take an extra occasional bed to accommodate a third person. This will be of the camp bed or sofa type, and will be more suited to a child than an adult. The extra bed can be replaced by a cot for an infant, but rooms cannot take both, in which case clients must provide their own travel cot. Cot charges must be paid locally. We do, however, have some larger twins which can accommodate a third adult. Whenever family rooms / suites are available, the appropriate supplement is shown. This type of accommodation is usually open plan, sometimes with adjoining sitting room. The extra occasional beds will be either of the sofa or camp bed type. Some furniture may be substituted for the extra beds. Some hotels offer the use of two standard twin rooms connected by a door, each with its separate bathroom. These interconnected rooms are ideal for families with grown up children.

Seaside and sea view whether from public or guest room may be partly blocked by trees. Sea view: full front view of the sea, however, view may still be obstructed. Seaside view: Partial view of the sea from the room; view may be obstructed. Side sea view: Partial view of the sea from the balcony (as the room will be on the side of the hotel) and therefore the view may be obstructed.

Although some hotels/apartments are described as located directly on the beachfront reaching the beach can sometimes involve the crossing of a small road. Upgrades: Please note that upgrades to different hotels/apartments will be subject to the applicable administrative and cancellation fees plus the difference in brochure price. Extra allocation Rooms: At each of the featured properties in this brochure we have an allocation of rooms / apartments at contract conditions. When this allocation is full it may be possible for us to apply for additional rooms but these may not always be offered to us at the contract rates and therefore a supplement may apply. This may also occur if we are asked to obtain rooms of a type/standard not included in our normal allocation.

## **C4. INSURANCE**

It is a condition of our contract with you that you have suitable insurance cover for the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please visit our website. You can cancel your insurance within 14 days of purchase with a full refund, however, please note, if you have a single trip policy that ends within one month

of the date you purchased your policy, the cooling off period does not apply and we will not be able to offer you a refund.

## **C5. CHILDREN'S RULEBOOK**

1. Free places are granted for children 2 - 12 years on 7 and 14 night holidays only. Discounts are granted on 7 - 14 night holidays.
2. All free places are for single centre beach holidays (Bulgaria only - subject to availability). Deposit is payable for free places, but deducted from the total invoice.
3. All child prices in the brochure are for children aged 2-11 on the date of return from holiday (for holidays in Romania, Croatia, Montenegro and Slovenia and some hotels in Bulgaria), 2-12 (for Bulgarian Beach and Lakes & Mountains holidays, and Hotel Epidaurus in Croatia). Up to and including age 13: Croatia - Hotel Epidaurus in Cavtat and Hotel Palm Beach in Golden Sands.
4. All supplements (flight, room facilities, etc.) are payable in full by all passengers. In accommodation only or self-catering apartments or studios, the adult price is based on the number of full fare paying adults sharing the accommodation. Children taking free or reduced-price child places do not count towards room occupancy.
5. If one child qualifies for a free child place, the second child pays the 2nd child price. Any further children pay the full adult price. Free child places are limited to only one per booking.
6. When children share a room with two adults, they use extra 'occasional' beds. These are not full sized and are of the sofa or camp bed variety.
7. All child prices are subject to conditions at the time of booking and are based on children sharing a room with two full fare paying adults and getting half adult meal portions.
8. Should you change your holiday; free child places for your new holiday will be subject to availability.
9. Free child places cannot be used in conjunction with any other offer.
10. We do not accept bookings on any of our charter flights for children unaccompanied by adults if the children are under 18 years on the date of outward travel.
11. Infants:
  - a) Infants under 2 years of age pay only £30.00 on charter flights to Bulgaria (please check the prices on scheduled flight at the time of booking) but they do not receive a separate seat on the aircraft or meals in the resort. Necessary expenses, such as cot charges, are to be paid directly to the hotel, but requirements must be specified at the time of booking.
  - b) Children are classified as infants if they are under 2 on the date of return from the holiday, not on the date of departure from the UK.
  - c) Twin rooms are not large enough to take an extra bed and full-sized cot as well. Hotel cots cannot be requested above the maximum room occupancy. You can take a folding carrycot however, as long as you accept the room will be very cramped with the extra bed in too. Baby cots are not available in most self-catering apartments and the apartments are not big enough to take a travel cot on top of the maximum occupancy as per hotel description.
  - d) There is no holiday deposit payable for infants.

e) Luggage allowance for infants - 10kg on BH Air charter flights to Bulgaria only.

12. Single Parents - the first child sharing with 1 adult saves up to £78 per week off the adult price. The second child sharing receives a free child place provided one is available at the time of booking, otherwise pays the first child price shown in the price panel. This offer is applicable to 7 - 14 day holidays in a number of hotels on the Bulgarian Black Sea coast only, as indicated by the Single Parent logo.

Room type	Extra beds or cots*
Twin (Korona, Marvel, St. George, Marina Grand Beach, Chaika Resort, Kristal, Alba, Jeravi, Sunny Day, Atlas - 2 extra beds or one double bed for up to two children)	1
Twin + Bunks (Hotels Kamelia & Amelia - Albena, Perunika - Golden Sands) twin bunks = standard rooms with a set of small bunk beds. Suitable for children aged between 2-7 years (rooms are small)	2
3 bed family room	1
4 bed family room	1
2 bed Elenite Villas	2
Apartments (please check when booking)	Variable

Important Note: These are the beds available for children (or cots for infants) when sharing with two adults. Please note that extra beds may be of a camp or sofa style and are not suitable for adults. \*

#### **C6. BRING YOUR FRIENDS WITH YOU**

Travelling together is always more fun, and with Balkan Holidays it is also cheaper! Organising a group, yourself can mean a free holiday!

Group Departure Between	Free Places
01.05 - 14.05	1 in 8
15.05 - 04.06	1 in 13
05.06 - 23.07*	1 in 18
14.07 - 20.08*	1 in 25
21.08 - 10.09	1 in 18
11.09 - 17.09	1 in 13
18.09 - 28.09	1 in 8

\*Scottish departures as above excluding for the following dates:

Group Departure Between	Free Places
19.06 - 23.07*	1 in 15
27.07 - 14.08*	1 in 13

All group discounts may be subject to approval.

## **CONDITIONS FOR GROUP BOOKINGS:**

- a) The numbers shown are the minimum number required for a free place. Free places given will depend on the number of passengers paying full fare. Children granted discount do not count. Free child places are not available in conjunction with group discounts.
- b) All group members must be named and on the same booking reference.
- c) All group members must be on the same flight and in the same accommodation.
- d) A full and final name list must be received in our office 10 weeks before departure.
- e) A full deposit is required for each person travelling, including free place travellers, with the deposit for free places deducted from total invoice. Insurance, if required, must be paid for by each person travelling, including free place travellers.
- f) If cancellation of a group member results in the group size falling below the required number, reductions will be altered accordingly, and any price increase necessitated by accommodation under-occupancy will be levied.
- g) Discounts are off the basic holiday price.
- h) Group discounts apply to beach holidays in Bulgaria only and do not apply for 5 star hotels, accommodation only and late deals.
- i) Accommodation and all other supplements must be paid in full by all travellers. For groups larger than 30 persons, please contact the Reservations Department.
- j) The number of free group places is limited and may not be available in conjunction with any other offers featured in this brochure or otherwise advertised.
- k) Available on charter flights to Bulgaria only.
- l) Group booking offer is subject to availability and may be amended or withdrawn at any time.

## **C7. FLIGHT RECONFIRMATION**

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

## **C8. TICKETING**

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavour to dispatch your tickets to you at least 2 weeks prior to departure.

It is important that you check all details of your travel documents before leaving the UK. If there are any inaccuracies or you have any other query please contact us immediately.

## **C9. CHANGES YOU MAKE BEFORE TRAVEL**

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to

availability at the time and to our terms and conditions and those of the transport or accommodation providers'.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

The lead name on the booking must give us notice to change. We will apply charges from the date we receive the instruction from you.

You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

#### **CHANGES TO A PACKAGE HOLIDAY OR SINGLE COMPONENTS.**

If you need to change any accommodation you have booked, we will do our best to help. Where permitted by our suppliers, changes to accommodation can usually be made for an amendment fee, although changes close to your arrival date may not be possible. Please note, in some cases we negotiate special offer rates with our accommodation providers, such rates may not allow changes to accommodation once booked - any such changes will incur up to 100% charges. Where this applies, you will be advised at the time of booking.

The majority of our flight and car hire providers do not typically allow changes to be made to tickets after bookings have been made. The tickets we sell are generally restrictive and our charges reflect the charges imposed by our suppliers.

Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price, in addition to any difference in price for the changed arrangements and, you must also pay an amount to cover our administration costs as detailed below in the Section 'Our Charges'.

Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

#### **OUR CHARGES**

In addition to any charges applied by the transport providers, we will also apply a maximum charge of £25 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made.

#### **C10. CANCELLATION BY YOU**

The lead name on the booking must give us notice to cancel. We will apply charges from the date we receive the instruction from you.

#### **CANCELLATION OF A PACKAGE HOLIDAY OR SINGLE COMPONENTS**

In order to cover our expected losses from the cancellation of any other booking there is a set scale of charges which must be paid by you if you or anyone travelling with you cancels. Note: These

cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown above. In these circumstances, any additional cancellation charges will be advised at the time of booking. Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements.

Please note that the price of your flight includes the amount (currently £2.50 per person) which we are required to pay to the CAA as part of the ATOL Protection Contribution ('the APC Sum'). In the event that you choose to cancel your flight the APC Sum is not refundable in any circumstances.

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
Up to 57 days	Loss of Deposit (plus any administration charges) +
56-36 days	50%* (or deposit paid plus administration charges if greater) +
35-22 days	70%*+
21-15 days	90% +
14 days or less	100% +

\* Or deposit whichever is greater

\*\* Not counting the day of travel

† Not applicable for scheduled & low-cost airline tickets. Please call for more details.

### **C11. SUPPLIER CONDITIONS**

Our third-party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our Supplier Conditions will also apply to your contract with us, and in the event of any conflict between the Supplier Conditions and our conditions, the Supplier Conditions will prevail, save to the extent that any term in the Supplier Conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Supplier Conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and are often subject to International Conventions. Where relevant, copies of such conditions may be available for inspection at the office or on the website of the relevant supplier.

### **C12. AIRLINE COLLAPSE**

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. If you have provided us with your contact details for when you are abroad, this may further assist us in contacting you. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

In making alternative return flight arrangements for you we will take the approach of 'like for like'. What this means is that if your flight is an economy seat we will arrange an economy return alternative and if this is not available immediately, you will be responsible for the cost of remaining abroad until it is or if you wish to upgrade to an immediately available business or first-class seat,

you will have to pay the difference between the economy seat and the upgraded seat. If your flight seat is business or first class, we will endeavour to find an immediately available business or first-class alternative. Our priority, however, will be to book your return flight as soon as possible and, therefore, if the earliest return flight is in a lower class than that which you booked, that return flight is what we will arrange for you and that will be the extent of our obligation to you.

### **C13. FLIGHT AND OTHER TRAVEL TIMINGS**

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

#### **AT THE AIRPORT - CHECK-IN**

If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all for your flight from the UK, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return flight to the UK. No refund can be made for any unused arrangements.

Important Notice: you must check-in at least 1 hour prior to departure, failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

### **C14. DENIED BOARDING**

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

### **C15. ACCOMMODATION CHECK-IN AND CHECK-OUT**

Check-in is normally after 14:00. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10:00.

### **C16. COMPLAINTS**

If you have a complaint about any of the services included in your holiday, you must inform our resort representative [or insert name, address, phone number and email of a contact point that the client can contact you on quickly] without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Balkan Holidays Limited, Sofia House, 19 Conduit Street, London, W1S 2BH giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause below on ABTA. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a Guest Comments 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.

### **FRAUDULENT CLAIMS**

It is our policy to deal with any valid complaints appropriately and to compensate where appropriate. We are aware that holidaymakers are being encouraged to make false or exaggerated complaints particularly in connection with holiday illness. We are committed to the detection and prevention of fraudulent claims in the interests of our customers and to keep the cost of our holidays as low as possible. We work closely with fraud detection investigators and should we find any dishonest or exaggerated claims, we will not hesitate to take legal action to recover any compensation paid. It is a criminal offence to make a dishonest claim and we may refer such claims to the police for their investigation.

### **ADDITIONAL ASSISTANCE**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

### **ABTA**

We are a Member of ABTA, membership number V089X. 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 can't resolve your complaint, go to [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 notifying us of your complaint; it will not determine how your complaint should be resolved.

### **C17. CARRIERS' LIABILITY**

The website content is issued on the sole responsibility of Balkan Holidays; it is not issued on behalf of, and does not commit the airlines mentioned herein, or any other airlines whose services are used in the course of the tours. In addition, carriers limit or exclude their liability to you, in accordance with International conventions which include The Warsaw Convention, The Athens Conventions, The Montreal Convention and The Berne/Cotif Convention. The Denied Boarding Regulation (Regulation 261/2004 EC). Copies of the relevant carriers' conditions are available on request.

### **C18. FLIGHT DETAILS**

If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

The EU maintains a list of airlines that are banned from operating in the EU due to safety concerns. It is available online at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)

#### **C19. TRAVEL ADVICE**

For up to date UK Government health & travel advice (including passport and visa requirements) please contact the Foreign & Commonwealth Office Travel Advice Unit. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website: visit [www.fco.gov.uk](http://www.fco.gov.uk). Alternatively call 0845 8502829. See our website for further information.

#### **C20. ADVANCED PASSENGER INFORMATION**

To comply with UK and International regulation on Border Control and Aviation Security you must provide information from your passport and travel documents before you travel onto the airline. Failure to provide advanced passenger information by the deadlines stated on our travel documents, may result in boarding being denied or, where permitted, a charge being applied to submit the information at the airport. Please check our website information on Advanced Passenger Information and on your travel documents carefully for details.

#### **C21. PASSPORTS & VISAS (BRITISH CITIZENS) AND HEALTH REQUIREMENTS**

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. It can often take some time to obtain a passport or visa therefore you should apply well in advance. In peak periods, it is advisable to allow at least 4 weeks. General information on passport and visa requirements for British Citizens is available through our website or within the details sent to you. However, passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Foreign Office ([www.fco.gov.uk](http://www.fco.gov.uk)) regarding health requirements or visit websites such as [www.nathnac.org](http://www.nathnac.org) and [www.hpa.org.uk](http://www.hpa.org.uk) for information. We will have no liability to you if you or any member of your party travel without the correct passport and visa or without the necessary vaccinations, and you will have to pay to us any costs which we incur through helping you because of any such failure on your part.

#### **C22. YOUR FINANCIAL PROTECTION**

We provide full financial protection for our package holidays and flights, by way of our Air Travel Organiser's Licence number 0252. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative

ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.

If we, or the suppliers identified on your ATOL certificate, 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.

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, if in the unlikely event of our insolvency your accommodation can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.

Where you have booked accommodation only from us, we have taken out insolvency protection with ABTA – The Travel Association). You can contact ABTA – The Travel Association at 30 Park Street, London, SE1 9EQ; [consumerprotection@abta.co.uk](mailto:consumerprotection@abta.co.uk); Tel: 0203 758 8779 [www.abta.co.uk](http://www.abta.co.uk)) if the services are denied because of our insolvency. Note: This insolvency protection does not cover contracts with parties other than with us, which can be performed despite our insolvency.

### **C23. SPECIAL REQUESTS**

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights, or hotel room number requests. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

### **C24. DISABLED TRAVELLERS AND PASSENGERS WITH REDUCED MOBILITY**

We cannot be held responsible if you fail to tell us about special needs/requirements that will affect your holiday experience and this means we will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different

travel arrangements and for further assistance please contact us if you have a medical / mobility problem / condition or disability which may affect your holiday, please tell us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as we or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

Please note the following positions with regard to accommodation and flights:

(i) Overseas accommodation and services:

The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, transport, services and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

(ii) Flights:

If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise that you contact your Travel Advisor before making your reservation. This will enable your Travel Advisor to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

## **C25. OPTIONAL 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.

## **C26. HOLIDAY EXTRAS**

Any holiday extras which you pre-book (such as airport parking, VIP airport lounges, and car-hire in Bulgaria) are sold separate to the holiday packages offered for sale in this brochure and do not form part of the package holiday arrangements. Upon booking any holiday extras, you enter into a contract with the supplier of the service, as Balkan Holidays is only an agent in the sale, and the conditions of the supplier apply. The conditions of the suppliers are available on request.

## **C27. FLIGHT DETAIL**

If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

## **C28. BROCHURE ACCURACY**

All information in this website brochure is given in good faith and to the best of our knowledge is correct. We work hard to ensure that our brochures are accurate, but please appreciate that they are put together many months in advance, so the information may be amended because of changes made by our suppliers, or simple human error. Please bear in mind that hoteliers, restaurateurs, night club owners etc. may wish to maintain or improve their facilities, or even take a break. There

may be changes to flight times, excursions or tour itineraries which may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the facilities and services we have described to be unavailable or different from those advertised in the brochure. Leisure facilities and swimming pools may be closed or under renovation, again some of these may not be free of charge and may be subject to availability. When we are told of any significant or long-term changes we will always endeavour to advise you prior to your departure.

We reserve the right to change any website or other information before your booking is confirmed and the amended information will then form part of your contract with us. We reserve the right to correct errors prior to confirming your booking. You must ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

The pictures used on this website are copyright protected, cannot be used without our prior consent and are for illustration purposes only. Maps used on this website are provided by Google Maps.

### **C29. DATA PROTECTION**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any specific needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area, controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for part of your travel arrangements, except where expressly permitted by the General Data Protection Regulation 2018 and the Data Protection Act 2018, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.

### **C30. CUSTOMER SATISFACTION QUESTIONNAIRES**

Your opinions about our service are very important to us and therefore we encourage you to complete one of our Holiday Survey Forms at the end of your holiday. This will help us make any improvements to the holidays that we offer.

### **C31. YOUR RESPONSIBILITY**

Balkan Holidays reserves the right at its own discretion to terminate the holiday arrangements of anyone whose behaviour is such that it is likely, in the opinion of ourselves, the airline pilot, the accommodation owner / manager or any other person in authority, to cause distress, damage, danger or annoyance to other passengers, staff, any third party or property. Any enforced cancellation of this nature will be subject to full cancellation charges as detailed in clause A5, with Balkan Holidays having no obligation to refund or compensate, or to organise or pay for the return travel arrangements. No refund can be considered on any tickets or coupons unless they are returned to our Head Office duly cancelled and amendments suitably endorsed. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what

purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances, we are entitled to refuse your request.

### **C32. FORCE MAJEURE**

If a change or cancellation occurs because of unavoidable and extraordinary circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations we will have no liability to you. No compensation, costs, expenses or any other sums will be paid by us.

### **C33. TRAVEL AGENTS**

All monies you pay to the travel agent are held by him 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.

### **C34. LAW AND JURISDICTION**

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.