

# Booking Conditions

## Please read carefully

Our supreme interest is to ensure that you have an enjoyable holiday. DER Travel Service Ltd. (hereinafter referred to as DERTOUR) is the fully owned UK subsidiary of DERTOUR GmbH and KG, Frankfurt am Main, Germany. DERTOUR has operated holidays to Germany and Austria since 1961 and is committed to a policy of fair trading as well as to the Code of Conduct of the Association of British Travel Agents for Tour Operators. Set out below are the Terms and Conditions which apply to all holidays sold from this brochure, and details of your and our obligations under this contract.

The air holidays in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 1839. 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). The DERTOUR ABTA number is V4570 and applies to all rail and motoring holidays

These Booking Conditions define the contract between DERTOUR ('DERTOUR' or 'we') and everyone named in your booking and/or added subsequently ('you').

## 1. Our Contract with You

This holiday brochure contains holidays made up of transport, accommodation and local transfers (where applicable) and constitute a 'package'. If you book through a travel agent and they combine accommodation booked through DERTOUR with other components booked through someone else, i.e. flights or sea-crossing, DERTOUR will only bear legal responsibility towards you, the customer, for elements booked through us. Additionally, if you book with a travel agent, any advice or information given to you by the agent which is not based on advice or information given by us to them is their responsibility and we do not accept liability if incorrect advice or information is given to you in these circumstances.

## 2. Confirmation Of Your Booking/Contract

When you make your booking, you must complete a booking form. In signing the booking form, you warrant that you have the authority to accept and are accepting on behalf of all your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made under the terms of these booking conditions which are governed under English law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. We request that you send in the signed booking form together with the applicable deposit/ payment. N.B. Failure to send in a signed Booking Form will not negate the contract. When you make your booking you must pay a deposit of £150 per person. For River Cruises, British Airways, KLM and Low Cost Airline bookings you will be advised of the deposit at the time of booking. The balance of payment must be paid to DERTOUR by you or your travel agent no later than eight weeks before departure (reminders will not be sent), failing which your booking may be treated as cancelled and we shall retain your deposit. Any monies paid to a travel agent will be held by the agent on your behalf until DERTOUR's confirmation invoice is issued and thereafter on DERTOUR's behalf unless your booking includes air tickets in which case all monies are held by the agent on DERTOUR's behalf pending payment to DERTOUR. All payments made by credit card are subject to a 1.5% handling fee.

## 3. Holiday Prices - Our Guarantee

Our holiday prices are based on currency exchange rates quoted in the Financial Times at time of brochure production. DERTOUR reserves the right to change any advertised price before you book. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel

arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more, but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

## 4. Cancellations By You

Cancellations may be made in writing, or by telephone and subsequently confirmed in writing and are effective from the date received. The following cancellation charges will apply, calculated as a percentage of the total holiday price and based on the date the cancellation is received.

More than 56 days*	deposit only
55* - 43 days	40%
42 - 29 days	60%
28 - 08 days	80%
07 - 00 days	100%
*60 days for river cruises	

## 5. Travel Insurance

We strongly recommend that you take out full insurance as shown on page 5 or provide proof of alternative cover taken out by yourself or with your travel agent.

## 6. Alterations and Cancellations

Occasionally a change may be necessary to your holiday. If there is a major change you will be offered the choice of accepting it, transferring to another holiday (if it is more expensive you must pay the difference, but if it is cheaper you will receive a pro-rata refund) or cancelling and receiving a refund of the holiday price. If you cancel because of a major change notified less than eight weeks before departure and caused by anything other than force majeure, you will also receive reasonable compensation if appropriate; having regard to the length of notice you receive. We have no liability for minor changes - such as change of London Airport (e.g. Heathrow to Gatwick), although we will try to notify you. A 'major change' is one that occurs before your departure and which involves changing your departure airport; time of departure or return by more than 12 hours; a change of airport, except between airports serving the same city/ resort; a change to a lower standard of accommodation; a change of destination or a radical change of itinerary. 'Force majeure' means war, threat of war, civil strife, industrial dispute, natural or nuclear disaster, bad weather, fire, and levels of water, terrorist activity, unavoidable technical problems with transport, change of schedule or operational decisions of transport providers, closure of ports or airports or similar circumstances beyond our control. If we make a major change to your holiday we offer the following compensation.

43 - 56 days	£20
29 - 42 days	£30
15 - 28 days	£40
00 - 14 days	£50

If we cancel your holidays within this time period shown above you will be reimbursed all monies paid plus the above amount of compensation.

## 7. Alteration By You

Alterations to confirmed bookings will be made subject to availability and to a charge of £20 per change, per person (plus any additional fees payable to suppliers - please note airlines in particular may treat an amendment as a cancellation and new booking, or may refuse a request for a name change). Name changes cannot be accepted after ticket issue.

## 8. DERTOUR'S Liability

DERTOUR accepts liability for any loss or injury you may suffer as a direct result of the holiday arrangements you book with us not being described and not of a reasonable standard. However, this acceptance of liability does not apply if there has been no fault on our part nor on the part of our suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions, to the acts or omissions of a third party not involved in providing the services which make up your holiday, or to unusual or unforeseeable circumstances whose consequences could not have been avoided or anticipated even exercising all due care. Our liability to compensate you and the amount of such compensation is subject to the following limitations. First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected. Second, in all cases, liability and compensation are limited in accordance with the provisions of all inter-national conventions which concern transportation and accommodation, namely the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim 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 compensation contained in these or any conventions. Copies of these Conventions are available on request please allow 28 days. If you suffer death, injury or illness during your holiday for which DERTOUR is not liable (see above) we will, in our discretion and provided you request it within 90 days, give you general assistance in pursuing any claim you may have against a third party. This assistance will be limited to advice, guidance and/or assistance with legal fees up to a value of £5000 per booking form, such contribution to be repaid to us out of any judgment or insurance payment you subsequently obtain.

## 9. Airlines And Other Suppliers

As between you and any supplier of services (e.g. airline, hotel etc) the supplier's standard terms and conditions will apply and DERTOUR's liability is strictly limited to the terms and conditions of its suppliers. Copies of these, some of which exclude or limit liability, are available on request - please allow 28 days. Under EU law 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 of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and 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 clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

## 10. Brochure Accuracy

All information in this brochure is correct at time of going to press, but services and facilities may change and wherever possible we will advise you of such changes prior to departure.

## 11. Restrictions Of Local And Seasonal Facilities

We cannot accept liability for possible inconvenience nor for restrictions or closure of hotel facilities (e.g. Servicing of swimming pool, Repair of lift) or resort amenities - such as might occur on notional holidays. In early and late season, in some resorts, certain sporting facilities and excursions may be unavailable or restricted.

## 12. Special Requests

Special requests made in writing will be passed on to suppliers but cannot be guaranteed.

## 13. Passport, Visa, Baggage

British citizens do not usually require a visa for entry into the countries featured, but must hold a FULL British passport (except for Russia where a visa is required). If in doubt, we advise you to contact the relevant embassies for guidance. No responsibility is accepted by us for the client's failure to carry passport, visas, or other documents required for the purpose of the client's journey. Temporary or permanent loss of baggage is the responsibility of the passenger or the carrier unless the loss occurs through negligence of DERTOUR.

## 14. Complaints/Arbitration Scheme

If you have a complaint you must report it to the relevant supplier immediately. They will do their best to help you on the spot. If the problem cannot be resolved please contact our local representative/ agent or DERTOUR office and explain the problem. If this procedure is not successful you can telephone DERTOUR during office hours and explain the problem. However, if your complaint cannot be resolved to your satisfaction you must write to DERTOUR giving full details within 28 days of your return. If you fail to take these simple steps DERTOUR will be denied an opportunity to rectify the problem immediately and/or to investigate it properly, with the result that any right you may have to compensation will be extinguished or, at the very least, substantially reduced. Any dispute which cannot be settled amicably may, if you wish, be referred to arbitration under a special scheme which, though devised by arrangement with ABTA, is administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive arbitration on documents alone with restricted liability on you for costs. Details of the scheme are obtainable from ABTA, 68-71 Newman Street, London W1P 4AH. The scheme does not apply to claims for amounts greater than £5,000 per person (£25,000 per booking form) nor to claims for personal injury or illness.

## 15. Travel Times

All departure and arrival by air, rail, or ship shown in this brochure are based on summer 2006 timetables and advance information available to us in October 2006. Times are therefore subject to change.

## 16. Disclaimer

This brochure is published on the sole responsibility of the Tour Operator. The airlines, railways and sea carriers utilised therein take no responsibility for the contents.

## Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available upon request.

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