

By booking a holiday through us, we assume that you have read and agreed to our booking conditions and that the party you are travelling with, gives you authority to book on their behalf, therefore accepting the booking conditions. It is your responsibility to read these terms and conditions carefully before you book. Whenever we use the terms "You" or "your", they refer to you as being the leading name and all the persons travelling on the booking.

1. BOOKINGS

I.Travel makes all bookings for you for carriage, accommodation, and all other services as agents only, for the persons (wherever situate) actually providing such carriage, accommodation or other services and has no liability in respect thereof as principals. You will travel and accept all such services subject to the terms and conditions offered or imposed by the suppliers providing such carriage, accommodation or other services and separate contract are made or shall be deemed to have been made between the customer and such persons for the provision of such services. The contracts with the suppliers will only become effective once your booking is confirmed as definite by you and in writing by us. In being fully understood that we accept no responsibility for the quality of the services supplied by such parties. Once you have chosen the destination, accommodation and dates you wish to travel, please contact us. We will check availability and confirm the price. If you wish to add on any extra services, please let us know at the time of booking. If you require these services at a later date, it may not be possible to supply them.

2. PAYMENT

The lead booking person guarantees payment to us of the total cost of the holiday booked, and also does so on behalf and with the consent of all others for whom the booking is completed. Once the price and availability have been confirmed to you, in order to make the booking, we will require a deposit of 30% of the total holiday cost (or the full payment if you reserve within 8 weeks of your departure or 10 weeks for a break to Disneyland). Once I.Travel has confirmed the booking to you, the deposit and additional charges are forfeited should you cancel it. Your reservation will only be effective, subject to availability and upon receipt of your payment. Please note your booking deposit may be increased or it may be necessary to pay in full at the time of booking for some accommodation, transport or activities in order to make a firm booking and secure the service.

The balance of the holiday must be received by us no later than 8 weeks prior to departure (or 10 weeks for a break to Disneyland). We will confirm all payment instructions and dates on your confirmation letter, which you should receive within 2 weeks of your effective booking date, ie when we will have received your deposit payment. Please be aware that we will not send any reminders. Failure to pay any amounts stated above on time shall entitle us to treat your booking as cancelled and charge you a cancellation charge up to 100% of the total cost of the holiday. Payments can be made by cheques made payable to Independent Travel Ltd or by card: Visa, MasterCard (please note there is a charge of 3% when you pay by credit card) or Maestro. No charge is made for payments by debit card. If you wish to pay by card, please provide us with your card number, expiry date, security number, issue number, card holder's name and card billing/ statement address.

A charge of £10 will be payable by you if the bank returns us your bounced payment cheque. Should you instruct your bank to cancel your cheque or your credit/debit card company to "charge back" any payment properly due to us in respect of your booking, we will charge you £10 per incident plus associated costs. We further reserve the right to cancel your booking and/or take legal action against you for all outstanding payment.

3. PRICE

All prices we advertise are accurate at the date published, but we reserve the right to change any of them at any time before your holiday is confirmed. I.Travel reserves the right to alter the price of your holiday at any time in case of drastic fluctuations of Pound Sterling on the foreign exchange market and pass on to you the full increase in cost, which is incurred to us as a result of the same. Sea or air carriers may levy a fuel surcharge. Any such charges will be added to our prices.

4. LEAD BOOKING PERSON

Whether you make an individual or a group booking, we will only deal with the lead booking name in all subsequent correspondence. You must be over 18 years of age to book as the lead name. You are responsible for providing us with accurate information and personal details in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or changes made in relation thereto, to all travelling persons on such booking.

The person making the booking for you warrants that he/she has the authority to make it on behalf of all persons included in the booking so as to bind them to these terms and conditions.

5. CONFIRMATION AND TICKETS

Once we have received your booking and all appropriate payments and subject to availability, we will send you a confirmation letter within 2 weeks of your effective booking date. Upon receipt of your confirmation, please make sure all the information stated are correct. If there is incorrect information, contact us within 10 days for your confirmation and within 5 days for your tickets. Passed this delay, we shall not be liable for any problem it may occur.

Tickets and itineraries will be sent out approximately 2 weeks prior to the departure date, once all appropriate payments have been made. For certain holidays, such as ski, they will be ready a few days before departure. In the event of a last minute booking, you may have to collect the tickets and travel documents from our office.

Tickets for groups will be issued and available to collect at our office 3 days prior to departure.

6. UNSECURED RESERVATION

In the event we are unable to secure the carriage, accommodation or other services at the price and/or at the time quoted or the product chosen is no longer available, we shall notify you promptly. We reserve the right to recover any increase in cost for a replacement service/holiday. Alternatively, we will allow you to cancel the whole holiday within 48 hours of receiving notice of such alteration and this without further obligation.

7. ADJUSTMENTS / CANCELLATIONS BY US

In case of cancellation or significant adjustments, we will notify you as promptly as possible. But we cannot accept responsibility for the changes, extra cost incurred or any compensation where we cancel, curtail, postpone or any way alter a holiday or part thereof as a result of circumstances beyond our control, of which we could not have avoided even with all due care. Such circumstances include, but are not limited to, war, threat of war, riot, civil disturbances, terrorist activity, adverse weather conditions, natural or nuclear disaster, fire, traffic conditions, industrial disputes, strike, port regulations or congestions, epidemics, health risks, technical problems with transport including changes due to rescheduling or cancellation of sailings by a ferry company or a train by the railways for reasons beyond our control, and any other similar events.

We do not offer compensation for inconvenience or loss of holiday time due to delays by the carriers. Similarly, it is not possible to obtain refunds for any unused accommodation or facilities in the event of an extended delay. For the avoidance of any doubt, we do not accept responsibility for any extra expenses incurred as a result of delays or alterations to the carrier's schedules howsoever caused.

Although we aim to provide your holiday as booked, if there are not enough people, we may have to cancel it. Please note that travel insurance is essential and that no liability will be accepted for any client travelling without adequate insurance.

We reserve the right to cancel any holiday and/or part of holiday and make adjustments in any itinerary. In the event of any cancellation, we will offer a replacement holiday of equivalent or closely similar standard and price if one is available or refund you subject to the above conditions: - In the event of the cancellation of the whole holiday, the full purchase price thereof.

- In the event of the cancellation of part of a holiday, then the portion thereof relative to the total purchase price of the holiday. You shall accept such payment as full discharge of our obligations in respect of any cancellation.

8. ADMINISTRATION CHARGES

We reserve the right to levy an administration charge in certain circumstances to cover any additional cost incurred, such as multiple quotes, contacting suppliers to check availability, special requests, returning lost property, special ticket despatch, extra administration relating to late bookings. (please also refer to clause 9) Please note that when we are able to offer a refund, we will keep an amendment fee of £20 to cover our administration costs.

Should you lose your travel documents, a minimum charge of £20 will be due to re-issue new travel documents together with any new cost incurred if you have to buy any tickets/arrangements again.

9. ALTERATIONS MADE BY YOU

We will do our best to help changing any details of your booking, such as changing a name, a hotel, the date of departure, etc, but we cannot guarantee we will be able to meet any such changes. Once we have confirmed your holiday either verbally or in writing, each detail of your holiday, which you change, will be charged £20.00.

The lead booking person must notify us in writing of such change. The notification must be accompanied by a payment of £20 for each change together with any extra cost required. Please note that once booked, any change to any arrangements (e.g. ferries, trains, flights etc.) could make you liable to buy those arrangements again and at full cost.

Some types of accommodation are priced according to the number of people sharing it. If you make a change by cancelling someone of your party, we will recalculate the cost of your booking on the new basis of people travelling. If there are less people sharing the accommodation, the cost may go up. This extra cost is not a cancellation charge. We will not refund post departure changes.

10. TRANSFER OF BOOKINGS

If you or any member of your party is prevented from travelling, please tell us as soon as possible and in any case not less than 3 days before departure. You may not, under any circumstances, transfer your booking to anyone without our consent. Before the transfer can be made, we will require an amendment fee of £20 together with any costs incurred or imposed by any supplier as a result of the change. Please note that no transfer will be guaranteed unless and until confirmed by us.

11. SPECIAL REQUESTS

We will pass on any special request to the suppliers and will try to meet them but cannot guarantee to do so. Special requests do not form part of the contractual agreement and we accept no liability if they are not met. We cannot guarantee specific room types.

12. INSURANCE

It is essential that you take out travel insurance to protect you and your holiday. It is your responsibility to ensure that the insurance cover you purchase with your local insurance company or bank is adequate to your particular needs. We may ask you for your policy number at the time of making your reservation.

We accept no responsibility for the physical injury of customers, for any loss or damage to customer's personal belongings or vehicles.

13. PASSPORTS AND CUSTOMS

For holders of non-British passports or if a member of your party is not a British citizen, you must check with Customs & Immigration or the Embassy/Consulate of the country you intend to visit whether any special permits or visas are required.

It is your responsibility to be in possession of a valid passport and visa (if required). We cannot accept any liability or consider refunds for customers who are unable to travel or refused entry because of insufficient or incorrect documentation or any breach of customs.

14. CANCELLATION BY YOU

In the event of the customer finding it necessary to cancel at any time, then such cancellation can only be accepted if placed in writing by the lead booking passenger. Your notice of cancellation will be effective when we receive it in writing at our offices. If you cancel your booking before the balance payment as set out had been made but after the same shall have become due, then you shall be liable to pay us the amount by which the cancellation charge exceeds the deposit.

The below charges are a percentage of the total cost of your booking, not including amendment charges.

Period before departure within which cancellation notification is received by us	Cancellation charge of the total price of holiday
More than 35 days	30% (loss of deposit)
35 to 15 days	50%
14 to 4 days	75%
3 to 1 day and no show	100%

Where the standard deposit has been increased to secure your booking and services and these are non-refundable in whole or in part, then the scale of charges is applicable on the cost of all other arrangements. The non-refundable charges will be added to the total cancellation charge. If a low deposit offer was proposed and used at the time of booking, then the deposit will have to be paid in full upon cancellation.

Please note that for certain arrangements and services, the provider's cancellation charges may be higher than those shown. You may find that a 100% cancellation charge apply as soon as the booking is made. Please ask for full details of their cancellation policy and charges at the time of booking.

Depending on the reason for your cancellation, you may be able to claim for the cancellation charge through your holiday insurance. Please check your policy.

15. TRAIN BOOKINGS

There is a minimum booking charge of £15 per SNCF ticket. Please ask us for the cancellation/amendment charges of the SNCF.

16. ACCOMMODATION

Accommodation described in brochures, leaflet, website is classified by stars or category in accordance with local tourism standards, which may differ from UK standards.

Triple rooms are usually made out of a double bed and a pull out bed.

Single rooms are usually smaller than double rooms, even if they work out to be more expensive.

Only the people named at the time of booking must use the accommodation we arrange for you.

17. CONCERTS AND SPORTING EVENTS

Tickets for concerts and/or sporting events are non-changeable and non-refundable (even if lost or stolen), unless the event is cancelled and the organisation committee has made the decision to refund them.

18. ANTI SOCIAL BEHAVIOUR – DISTURBANCE – DAMAGE

We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents, on the telephone, in person or in writing.

If in the opinion of any person in authority such as cabin crew or accommodation manager, you or a member of your party appear unfit to travel or because of anti-social behaviour is likely to cause a disturbance to other passengers or damage property, they can refuse to let you proceed with your travel arrangements and we may terminate them. In any of these circumstances, we will treat your booking as cancelled by you and will not make alternative arrangements for accommodation and your return home. We will not make any refund, pay compensation or cover any cost, which you may incur. We may make a claim against you for any costs and expenses incurred as a result such as damage to accommodation and its furnishings. You will be responsible to pay compensation for any loss or damage suffered.

19. COMPLAINT

It is important that you immediately register any complaint regarding services supplied by third parties such as carriage, accommodation, vehicle hire, etc, with the relevant supplier at the time of the complaint so as to enable them to solve the problem to your satisfaction. If they are unable to resolve the problem, you should contact us and we will endeavour to assist. Should you remain unsatisfied on your return home, you must write to us within 7 days of your return providing us with the name of the supplier and of the person with whom the complaint was formally registered.

No complaint relating to third party suppliers can be dealt with unless this procedure is adhered to. If you do not give the supplier the opportunity to resolve any problem at the time, then we may not be able to deal positively with your complaint. All communications must be in writing.

20. BROCHURE, WEBSITE AND OTHER DESCRIPTION

We are doing our best to make sure that the information and descriptions are correct and accurate with the latest information available at the time of publishing. However changes and errors may occur and we reserve the right to change the information. The plans and descriptions are provided as indication only and we should not be held responsible should the accommodation allocated have different characteristics. The photographs are not contractual.

Except in the case of its act or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable to pay any compensation for errors or omissions in timetables, itineraries, other published schedules or for representation made by its servants agents or representatives as to the dates, times of departures/arrivals or as to the content of the holiday.

21. CONDITIONS

You will accept these conditions are reasonable and that in the event that any of the above conditions are found to be unlawful or unenforceable but would be valid if some part(s) were deleted or amended, then such part(s) shall be modified in such a way as to make it enforceable having due to the generality of the foregoing.

In any event, the maximum liability owed by us to any customer in respect of any breach committed by us or any of our servant agents or representatives shall be limited to 20% of the paid price in respect of the holiday, which you will accept in full and final settlement of any claim for compensation.

These conditions may differ from that of the carrier. All carriers conditions are available on application to our offices or the carrier.

