

Terms and Conditions

Your contract is with Orbital Travel Limited, holder of Travel Trust Association Number UO578. These booking conditions have been formulated as a result of our responsibilities under law. They do not affect your statutory rights.

1. Acceptance of Bookings

All bookings are made and accepted subject to the terms set out in these conditions which form the entire agreement with Orbital Travel Ltd.

2. Making a Booking

When you or your travel agent makes a booking with Orbital Travel Ltd, we will confirm it as soon as we receive your instructions, electronically or upon receipt of your completed booking form. You must then pay a deposit of £150 per person together with any applicable insurance premium. A confirmation invoice will be sent to you or your travel agent for the balance of monies due, which is payable no less than 10 weeks prior to departure. If you are departing within 10 weeks, the total holiday cost, including any insurance premium, is payable in full at the time of booking. All Payments via Credit Card are subject to 2% fee. Payments by Debit Card or cheque at no extra cost.

3. Cost of your holiday with us

Once your booking is confirmed we will not normally increase the cost to you. Unless there are changes in transportation costs, which could include the cost of fuel and changes in dues: taxes and fees (such as changes in Air Passenger Duty). You will be obliged to pay any increases in such costs advised to you before departure.

4. Payment

All monies paid by you to a travel agent for a booking with Orbital Travel Ltd are held by them as our agent.

5. Changes by You

If you wish to change your plans in any way, and we can accept the change, the following charges will apply: more than 42 days before departure - £60 per change; 42 days or less – cancellation charges will apply. Timescales refer to the date of receipt of your instructions in writing. Cancellation charges are specified in item 6. below.

6. If You Cancel Your Booking

You or any member of your party may cancel your holiday at any time, providing that the cancellation is made in writing by the person who made the original booking and is communicated to us in writing either directly or via your travel agent. You will receive a refund of the amount paid (excluding any insurance premiums and amendment charges) less the cancellation fees specified below. Refunds are made only through the original booking office.

Period before departure
Cancellation Charge

More than 56 days
Deposit only

56 to 29 days
50%

28 to 15 days

75%

14 days or less/no show

100%

Note: if some, but not all party members cancel, additional charges may be payable by the remaining members, e.g., under-occupancy charges.

7. If We Amend Your Booking

It is unlikely that we will have to amend your booking. Occasionally, changes may be made, which we reserve the right to do at any time. Most of these changes are minor and we will advise you or your travel agent at the earliest possible date. Flight timings and carriers set out in our publicity material are subject to change and all details given to you are for guidance only.

Confirmed details will be shown on your ticket. Should a material change become necessary, we will inform you or your travel agent as soon as is reasonably possible. You must let us know whether you decide to accept the change by return. A material change is one we make to your travel arrangements before departure. This may involve a change of departure or arrival airport (except between Gatwick, Heathrow, Luton and Stansted), outward or return flights being re-scheduled by more than 12 hrs, or by substitution of accommodation originally booked with one of a lower grade. If we alter the

airline or aircraft type operating your flight, this is not a material change and we will be under no obligation to notify you of any such change in advance. If you do not wish to accept a material change, we will give you a full refund (less any amendment charges) which is the only recompense, which will be paid to you. If you accept a material change prior to departure, we will also give you compensation for the inconvenience as follows:

Period before departure

Compensation

Date within which a major change is

notified to you or your travel agent

PP

More than 56 days

NIL

56 to 29 days

£10

28 to 15 days

£20

14 days or less/no show

£30

As we do not control the day to day management of your accommodation, it is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival in resort. If this happens, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available, we will refund the difference of the brochure price between the accommodation booked and that available.

8. Force Majeure

Orbital Travel Ltd accepts no responsibility for and shall not be liable in respect of any loss, damage or alterations, delays or changes arising from circumstances outside its control. This includes technical or maintenance problems with transportation, cancellations or changes of schedules by an airline or main charterer, closure or congestion of airports, war or threat of war, civil unrest, industrial disputes, fire or adverse weather conditions, natural disaster or terrorist activity.

9. If We Cancel Your Holiday

We reserve the right in any circumstances to cancel your holiday. However, in no case will we cancel your holiday less than 9 weeks before the scheduled departure date unless it is for reasons outside our control (see item 7.). In such an event, we will offer an alternative holiday or refund all monies paid less any amendment charges, or less our reasonable expenses if cancellation is due to force majeure, which is the only recompense that will be paid to you. If we have to cancel your holiday, we will offer you either (i) an alternative holiday of comparable type, though if the alternative is at additional cost, the difference will be payable by you, and any 'no surcharge guarantee' on the original booking will not apply, or (ii) a full refund of all monies paid. The above offer will not apply if the reasons for the cancellation are outside our control, i.e., in circumstances such as those listed in Item 7. or where the cancellation by us arises out of non or late payment of any part of the cost of your holiday, or for alterations requested by you within 42 days of departure when cancellation charges will apply.

10. Our Liability

We accept responsibility for the acts and/or omissions of our employees whilst acting within the scope of or in the course of their employment with us, and for any deficiencies in the services we are contractually obliged to provide, or in the failure of such services to reach a reasonable standard. In any such case, our liability shall be limited to a maximum of 2 times the value of the original holiday cost. We do not accept responsibility in respect of death, bodily injury or illness of any person taking one of our holidays except when caused by the negligent acts and/or omissions of our employees. However, where the services in question consist of carriage by air, sea or rail or the provision of the accommodation, the limit of our liability shall be provided under the relevant international convention or Domestic Law as applicable. We are not liable for other arrangements beyond those made specifically by us.

11. Documentation

Where travel and health documents are necessary to comply with the requirements of any country you may wish to visit, it is your responsibility to procure them. If failure to obtain any such document results in fines, surcharges or any other financial penalty, you shall be solely liable. You must ensure, by consulting your own doctor if necessary, that you are aware of specific health precautions deemed prudent for the country/ resort you intend to visit, and that the appropriate medication/inoculations are complied with.

12. Conditions of Carriage/Accommodation

We are neither a carrier nor a provider of accommodation. Each journey (whether undertaken or not) you book by air, land or sea is governed by the conditions of the carrier who undertakes to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available from the offices of the carrier concerned. It is your own responsibility to re-confirm the onward or return sectors of any air journey with the carrier concerned or such carrier's duly authorised agents and according to such carrier's regulations. When you book accommodation (whether provided or not) its availability or provision is subject to the conditions of the hotel, company or proprietor providing such accommodation.

13. Insurance

It is a requirement that you either accept our holiday insurance scheme or arrange a suitable policy yourself providing comparable or greater cover.

14. Complaints

If a problem arises during your holiday, it is important that you advise the supplier and/or representative at the earliest opportunity so that they may endeavour to put things right. If your complaint cannot be resolved locally, ask our agent/representative to provide you with a report to complete. This should be followed up within 28 days of your return in writing giving your booking reference and all other relevant information. We cannot accept any liability in relation to a complaint or problem if you fail to notify us strictly in accordance with this paragraph.

15. Applicable Law

This contract is made on the terms of these booking conditions, which are governed by English Law. Both parties shall submit to the jurisdiction of the English Courts.