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# 2016 BOOKING FORM



**ABTA**  
ABTA No. V9038

PERSONAL TOUCH HOLIDAYS LTD. HOLIDAYS WITH THE EMPHASIS ON PERSONAL SERVICE.

## TRAVEL DETAILS - All shaded areas must be completed and relevant boxes ticked

|                              |                     |             |                  |
|------------------------------|---------------------|-------------|------------------|
| GROUP LEADER/NAME OF HOLIDAY | DEPARTURE DATE      | RETURN DATE | NUMBER OF NIGHTS |
| DEPARTURE AIRPORT            | DESTINATION AIRPORT | HOTEL       |                  |

## PASSENGER DETAILS

(**VERY IMPORTANT** - Forename exactly as shown on passport, \*BB = Bed & Breakfast HB = Half Board)

| TITLE | FORENAME† | SURNAME | ADDRESS | TWIN | SINGLE | BB/HB* | DATE OF BIRTH |
|-------|-----------|---------|---------|------|--------|--------|---------------|
|       |           |         |         |      |        |        |               |
|       |           |         |         |      |        |        |               |
|       |           |         |         |      |        |        |               |
|       |           |         |         |      |        |        |               |

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| TELEPHONE NUMBER | N.B. For group bookings, please continue list of names on reverse |
| E-MAIL ADDRESS   |                                                                   |

## SPECIAL REQUESTS (These will be noted but cannot be guaranteed)

|  |
|--|
|  |
|--|

## TRAVEL INSURANCE (If you require our insurance, please supply all passengers' dates of birth)

IT IS A CONDITION OF TRAVELLING WITH PERSONAL TOUCH HOLIDAYS LTD THAT YOU ARE ADEQUATELY INSURED.

If you wish to take advantage of our insurance, please send the appropriate premium with your deposit, along with this booking form. Cover is not effective until the premium has been paid and the policy issued. As with any insurance company there are some medical exclusions that may apply.

IF YOU DO NOT WISH TO TAKE OUT OUR INSURANCE, PLEASE INDICATE BELOW THAT YOU HAVE SUITABLE ALTERNATIVE COVER.

Under the terms of our travel insurance the underwriters must be informed of any medical condition that may affect the issue of a travel insurance policy. Our insurance will not be valid for anyone travelling against medical advice. If travelling to an EU country we also recommend a European Health Insurance Card (EHIC) be obtained.

|                                         |                          |                                   |
|-----------------------------------------|--------------------------|-----------------------------------|
| WE DO REQUIRE YOUR TRAVEL INSURANCE     | <input type="checkbox"/> | Our Insurance Cover is with ..... |
| WE DO NOT REQUIRE YOUR TRAVEL INSURANCE | <input type="checkbox"/> | Policy Number .....               |
| (Please attach a copy of policy)        |                          | Expiry Date .....                 |

## PAYMENT

I have read and agree on behalf of all members of my party to accept Personal Touch Holidays Ltd booking conditions. I am over 18 years of age.

Signature ..... Date .....

Please note: The deposit required per person will be £150.00 for Europe and UK, and £250.00 for USA and Long Haul Destinations, plus the insurance premium if required. All cheques should be made payable to Personal Touch Holidays Ltd.

TOTAL £ .....

Or, alternatively, please debit my VISA/MASTERCARD (subject to a charge of 2%) or DELTA/MAESTRO account £ .....

Issue No. (MAESTRO only) ..... Security Code: Please contact our office and advise us of your security code (last 3 digits on signature strip)

Card Number ..... Expiry Date ..... Signature of Cardholder .....

Address of cardholder (if different from above) .....

## GROUP BOOKING

**PLEASE CONTINUE LIST OF GROUP NAMES FROM OVERLEAF**

**Maximum of 25 names per form please**

[illegible]

\*BB = Bed & Breakfast    HB = Half Board

I confirm that each member of my group has received, read and understood the said booking conditions.

Signed .....

# Booking Conditions

**YOUR CONTRACT IS WITH PERSONAL TOUCH HOLIDAYS LIMITED,**  
**a Member of ABTA.**

## 1. Your Holiday Contract

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. A contract will exist as soon as we issue our Confirmation Invoice.

This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.



## 2. Your Financial Protection

We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 5961. 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, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you).

You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, 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. 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.

## 3. ABTA

We are a Member of ABTA, membership number V9038. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs.

The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday.

For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 4. Your Holiday Price

We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

When you make your booking you must pay a deposit of £150 for European holidays and £250 for long haul holidays per person. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

The price of your travel arrangements was calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 13 May 2015 in relation to the following currencies:

|                    |      |         |
|--------------------|------|---------|
| Euro Area          | Euro | 1.3945  |
| USA Dollar         | US\$ | 1.5626  |
| Canadian Dollar    | CA\$ | 1.8836  |
| New Zealand Dollar | NZ\$ | 2.1224  |
| Singapore Dollar   | SG\$ | 2.0881  |
| Hong Kong Dollar   | HK\$ | 12.1131 |
| South African Rand | ZAR  | 18.8779 |
| Tunisian Dinar     | TND  | 2.9993  |
| Malaysian Ringgit  | MYR  | 5.6412  |

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.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must do so within 14 days from the date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 5. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £20, 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.

Please note that insurance premiums are not transferable or refundable. Should the number of persons travelling change, the price will be recharged on the basis of the new party size. Any increase in price per person payable as a result of part cancellation, e.g. an under occupancy charge or a sole occupancy charge or loss of free place, will be indicated on the revised Confirmation Invoice.

**Note: Certain travel arrangements (e.g. Apex Tickets) 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.**

## 6. If You Cancel Your Holiday

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 shown in clause 7.

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

## 7. If We Change or Cancel Your Holiday

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. **Changes:** If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change. **Cancellation:** We will not cancel your travel arrangements less than 10 weeks before departure date, except for reasons of *force majeure* or failure by you to pay the final balance.

We may cancel your holiday before this date if, for example, the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a full refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see below).

**Insurance:** If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.

**Compensation:** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of *force majeure*.

|                                                                                                                                     | IF WE CANCEL/<br>MAKE A MAJOR<br>CHANGE TO<br>YOUR HOLIDAY | IF YOU CANCEL<br>YOUR HOLIDAY    |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------|
| Period before<br>departure within<br>which notice of<br>cancellation or<br>major change is<br>received by us or<br>notified to you. | Amount you will<br>receive from us                         | Amount of<br>cancellation charge |
| More than 70 days                                                                                                                   | Deposit only                                               | Deposit only                     |
| 69-56 days                                                                                                                          | 100% of monies<br>received + £5.00                         | 30% of holiday cost              |
| 55-29 days                                                                                                                          | 100% of monies<br>received + £10.00                        | 60% of holiday cost              |
| 28-07 days                                                                                                                          | 100% of monies<br>received + £15.00                        | 90% of holiday cost              |
| Less than 7 days                                                                                                                    | 100% of monies<br>received + £20.00                        | 100% of holiday cost             |
| The compensation that we offer does not exclude you from claiming more if you are entitled to do so.                                |                                                            |                                  |

#### **Force Majeure:**

**We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics & pandemics and unavoidable technical problems with transport.**

#### **8. If You Have A Complaint**

If you have a problem during your holiday, please inform immediately the relevant supplier (e.g. your hotelier) and our resort representative who will endeavour to put things right.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at PERSONAL TOUCH HOLIDAYS LTD, ANVIL HOUSE, WEST STREET, BILLINGSHURST, WEST SUSSEX RH14 9HW giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

**It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.**

#### **9. Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected

with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 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 transportation for your travel arrangements. These terms are incorporated into this contract; 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 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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Anvil House, West Street, Billingshurst, West Sussex RH14 9HW. Tel: 01403 786200. 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 of these rights will be publicised at EU airports and will also be 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 clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted. This clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

#### **10. Prompt Assistance in Resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

#### **11. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

#### **12. Travel Insurance**

It is a condition of your contract with us that you have insurance to cover you in the event of illness, personal injury or death during the course of your holiday. If you do not wish to take advantage of the comprehensive travel insurance cover we offer then you must show to us that you have adequate cover by providing to us the name of your insurance company, your policy number and expiry date of the policy.

#### **13. 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.

#### **14. Reservation of Rights**

We reserve the right to refuse a booking, refuse to carry or continue to carry any person who in the opinion of an employee of the Company is a danger to health, safety or the well-being of the Company's clients or employees or who is likely to cause distress or annoyance to other clients or any third party. When any person is prevented from joining or continuing any holiday as a result of such termination our responsibility for the holiday will cease immediately and any losses or expenses incurred by the client shall be borne by the client in full.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.