

# BOOKING FORM

John Whibley  
"Holidays with Music"

Operated by:

Specialised Travel Limited  
ATOL 2178 ABTA V7795

Title of holiday .....Date .....to .....2017  
Cost per person (based on 2 people sharing a room) £..... Single room supplement £.....

## Your name (and names of members of your party)

Title	Surname	First name	Room
			Double / Twin / Single
			Double / Twin / Single
			Double / Twin / Single

## Correspondence address

Name..... Home Tel.....  
Address..... Mobile.....  
..... E-mail.....  
.....

## Passport details (not necessary for U.K. holidays)

Surname	First names	D.O.B.	Nationality	Passport no.	Expiry date

## Travel insurance

It is a condition of booking for "Holidays with Music" that you have comprehensive travel insurance for all the activities you will be undertaking whilst on holiday – please provide the details below. We can introduce you to an insurance company if you do not have any cover. Full details are shown in our Booking Terms and Conditions.

Name and Telephone number of Insurance company	Policy number

**Deposit for holidays in:-** Europe £400 - USA £750 - U.K. £250

I enclose the sum of £ .....per person for ..... person(s) £ .....

Balance will be due 8 weeks before departure

Please make cheques payable to **Specialised Travel Limited** and send with the booking form to:

**John Whibley, "Holidays with Music", 'Ash Lea' Longlands Road, New Mills, Derbyshire SK22 3BY**

If you wish to pay by Debit Card there is no charge, but there is a charge of 2% on Credit Card payments.

**Personal details:-** Special needs/fitness and mobility - in order to assist us in ensuring you and fellow travellers maximum comfort, we must know about any special requirements, conditions or disabilities.

Name	Age	Wheelchair assistance	Special diet	Other

**Emergency/Next of kin:-** Name ..... Relationship.....  
Address..... Telephone .....

I confirm that I am over 18 years of age and have read and understood the booking conditions and general information and accept them on behalf of myself and the members of my party.

Signed..... Date.....

I wish to fly from Manchester / London (delete as appropriate)

For office use only:

Balance of £..... per person for ..... person(s)	£ .....
Single room supplement of £..... per person for ..... person(s)	£ .....
Extras .....	£ .....
Total balance due on ..... is:	£ .....

Flight details .....

.....

# BOOKING TERMS AND CONDITIONS

## 1. ABOUT John Whibley "Holidays with Music"

**1.1** Your contract will be with Specialised Travel Ltd, trading as John Whibley "Holidays with Music", which is a fully bonded member of the Association of British Travel Agents (ABTA) (ABTA number V7795) and appointed by the International Air Transport Association (IATA).

**1.2** The air holidays and flights in our promotional material are ATOL protected (as detailed in clause 1.3 below), since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2178. 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).

### Your Financial Protection:

**1.3** We provide financial protection for our package holidays.

a) When you buy a **flight-based holiday** from us, you will receive financial protection for your flight-based holiday under our ATOL licence (detailed above), and 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.

b) 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).

c) 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.

**1.4 Financial protection for non-flight packages.** As bonded members of ABTA, when you buy a package holiday from us that does not include a flight, then financial protection is provided by way of our ABTA bond, as per the Package Travel, Package Holidays and Package Tour Regulations 1992.

## 2. TO MAKE A BOOKING

**2.1** When you make a booking you must complete the Booking Form accepting on your own behalf and on behalf of all your party (for whom you have authority to accept) the terms of these Booking Conditions and pay a deposit of the amount per person specified, plus insurance premium and any additional performance tickets ordered. A contract will exist when we issue our confirmation invoice. Your contract will consist of these Booking Conditions, the completed Booking Form and the contents of the relevant promotional literature.

**2.2** The contract is governed by English law and the non-exclusive jurisdiction of the English courts.

**2.3** The balance of the price of your holiday must be paid at least 8 weeks before the departure date. If the balance is not paid in time, we reserve the right to cancel your holiday and retain your deposit.

**2.4** We make no charge if you pay by cheque, Barclays Connect, Debit card or by electronic transfer. However, should you choose to make payment by Visa, Mastercard or American Express, we will make a charge of 2% of the total price of the holiday.

## 3. WHAT IS INCLUDED IN THE PRICE

**3.1** We reserve the right to alter the prices of any of the holidays shown in the promotional literature. The current price of the holiday will be notified to you before your contract is confirmed.

**3.2** All elements of John Whibley "Holidays with Music" tours are set out in the brochure and may include:

- Round trip Economy Class air travel on scheduled or charter airline(s) specified (aircraft type not known when going to press) including local airport taxes and security charges; or Eurostar Passenger Service.
- Round trip private transfers from airports or local railway stations to hotels.

- Hotel accommodation at the hotels shown in the relevant promotional literature (or similar grade) in double bedded rooms with private bathroom or shower and w.c. Twin rooms and single rooms are available on request. NB: We are well aware of the considerable distress which can sometimes be experienced by those travelling alone when "single rooms" do not appear to come up to the standards expected. At all times we strive to overcome this on our clients' behalf (but can offer no guarantees), sometimes it pays to take double or twin for sole occupancy.
- Hotel service charges and local taxes.
- Sightseeing tour programme as detailed in each itinerary including admission charges and guide services.
- The services of a "Holidays with Music" Tour Manager or local representative

NB: If you have any special requests relating to diet, accommodation and so forth, these must be made known at the time of booking. We will do our best to comply with them but cannot guarantee to do so (also see clause 13 below).

**3.3** The price of your travel arrangements can vary due to changes in: transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator; Government action such as increases in VAT or any other government imposed increases; currency in relation to adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, excluding insurance premiums and any amendment charges, will be absorbed by us. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may accept a change to another holiday (as detailed below), or cancel and receive a full refund of all moneys paid, except for any amendment charges. Whether you cancel or not you will also be entitled, under the terms set out in respect of major changes (Alterations and Cancellations by us) to accept from us an offer of alternative travel arrangements if we are able to do so and compensation as set out below.

**3.4** 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. 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.

**3.5** The price of your holiday was calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" on the 15<sup>th</sup> August 2016.

**3.6** 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.

## 4. ALTERATIONS AND CANCELLATIONS BY YOU

**4.1** If, after our confirmation has been issued, you wish to change to another of our holidays or modify, at any time, the travel arrangements and/or tour itineraries shown, we will do our utmost to make the changes provided that notification is received in writing at our offices from the person who signed the Booking Form. We reserve the right to charge a non-refundable amendment fee of £35.00 per person in addition to any increase in the cost of the revised arrangements. 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 certain travel arrangements (eg, concert 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.

**4.2** You, or any member of your party, may cancel your holiday at any time provided that the cancellation is made by the person signing the Booking Form and is in writing. As certain travel arrangements and bookings cannot be changed after confirmation, cancellation incurs administration costs, we will retain your deposit and the cost of any performance tickets, and in addition may apply cancellation charges up to the maximum shown in Clause 4.3 below.

**4.3** Period before departure within which written confirmation of cancellation is received and amount of cancellation charge shown as a percentage of the holiday price:

More than 63 days	Holiday deposit
63 - 42 days	40% of tour price
41-31 days	65% of tour price
30 - day of travel	100% of tour price

**4.4** No refund will be given after the commencement of travel except at our discretion.

Please note that if the reason for your cancellation is covered under the terms of your insurance policy then you may be able to reclaim these charges.

## 5. ALTERATIONS AND CANCELLATION BY US

**5.1** It is possible that we may have to make changes to your holiday as the arrangements are planned many months in advance. Occasionally changes may be made, and we reserve the right to do so at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers in the promotional literature are subject to change as a result of airline procedures which are beyond our control. Flight timings in the promotional literature are for guidance only. Actual times will be given on your ticket. In accordance with EU Regulations we are required to advise you of the actual carrier operating the flight, connecting flight (if any) and transfer. The potential carriers likely to be used are as set out in the promotional literature. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change will be deemed as a minor change. Other 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 standard.

**5.2** If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure. When a major change occurs you will have the choice of either accepting the change of arrangements, accepting an offer of available alternative travel arrangements of comparable standard from us or cancelling your holiday and receiving a full refund of all monies paid.

**5.3** We reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of people required for a particular travel arrangement is not reached, we reserve the right to cancel the tour up to 70 days in advance. In this case we offer the choice of an alternative tour of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or a full refund of all monies paid. In other circumstances we will not cancel your holiday less than 56 days before the scheduled departure date except for reasons of Force Majeure or your failure to pay the final balance. If it is necessary to cancel your travel arrangements then we will pay to you compensation in accordance with Clause 5.4 below.

**5.4** If it is necessary to cancel your holiday (except for reasons of Force Majeure) or make a significant change after the date when payment of the balance becomes due, we will in addition pay you compensation as follows:

Period before departure within which notification of change or cancellation is given	Compensation per person
More than 56 days	Nil
56 - 42 days	£10.00
41 - 25 days	£20.00
24 - 16 days	£30.00
15 - 1 days	£40.00

Please note compensation is not payable in the case of minor changes. The compensation offered does not exclude you from claiming more if you are entitled to do so.

'Force Majeure' means any unusual or unforeseeable circumstances beyond our control, including but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

## 6. TRAVEL DELAY

We are unable to accept responsibility for expenses incurred as a result of travel delay. For scheduled flights, the individual airline policy will apply.

## 7. NON-APPEARANCE AND ALTERATIONS TO REPERTOIRE/ITINERARY

**7.1** Music lovers will appreciate that performances and artists can be changed without notice. Fortunately, this is a rare occurrence but nevertheless disappointing. Every effort is made to obtain and pass on to you up to date information regarding performances and artists. This information is based upon details supplied to us by other parties and we cannot guarantee its accuracy or that there will not be further changes to the programme. The non-appearance of an artist, cancellation of event or other changes, are entirely outside our control or even the control of those organising the event. We will always do our utmost to find a suitable alternative in such a case and wherever refunds from an event organiser are received we will pass this on to you.

**7.2** Specific outside events - in the event of adverse weather conditions a full refund of the face value of the performance ticket will be made only if the performance fails to start. If abandonment occurs after the start, conditions of the ticket purchased prevent any refund.

**7.3** Please note that the order of events on itineraries is subject to alteration due to local circumstances, unscheduled closures etc. However, every effort will be made to include all elements of the programme during the tour dates or a suitable alternative which will be notified to you.

# BOOKING TERMS AND CONDITIONS

## 8. OUR LIABILITIES TO YOU

**8.1** We accept responsibility for ensuring that the holiday you book with us is supplied as substantially described by us and the services offered reach a reasonable standard. If any part of your holiday is not provided or improperly performed, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. 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 whether 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 due care, could not foresee or forestall.

**8.2** If an event within the itinerary is cancelled due to Force Majeure within one month prior to the event, we reserve the right to refund the cost of the admission ticket to the event only.

**8.3** We accept responsibility for the negligent acts and/or omissions of our employees, agents or suppliers. Save for liabilities under clause 8.4 below, our liability to you in all cases (except where they lead to death, injury or illness) shall be limited to a maximum of two times the cost of the original travel arrangements.

**8.4** Our liability to you in respect of carriage by air, sea or rail and any provision of accommodation will also be limited in a manner provided by the relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for 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. Travel by air or sea shall be subject to the general conditions of contract of the carrier (the contractual terms of the companies that provide the transportation for your travel arrangements are incorporated into this contract), subject to which the tickets are issued.

**8.5** If you, or any member of your party, suffers death, illness or injury whilst overseas arising out of activity which does not form part of the inclusive holiday arrangements or excursion arrangements through us (as per clause 18 below), we shall at our discretion, offer advice, guidance and assistance to help in resolving any claim you may have against a third party. We limit the cost of our assistance to you or a member of your party to £5,000.00 in total. Where legal action is contemplated and you want our assistance you must obtain our authority prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves.

**8.6** If you are prevented from travelling on an aircraft because in the opinion of any person in authority at the airport you appear, by reason of intoxicating liquor or use of drugs, either to be unfit for travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your journey, including any return flight thereupon ceases. You must accept responsibility for your proper conduct and we therefore have the right to terminate our contract in circumstances of serious misconduct by you or any member of your party.

**8.7** 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 available at EU airports and will also be available from airlines. **However, please note that reimbursement in such cases does not automatically entitle you to a refund of the cost of your holiday from us.** Your right to a refund and/or compensation from us is set out in Clause 5. If any payments to you are due from us, then if the airline makes payment of these to you then such sum will be deducted from this amount. If your airline does not comply with such rules then you can complain to the Aviation Consumer Advocate Panel on 020 7453 6888 or [www.caa.co.uk](http://www.caa.co.uk).

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

## 9. DATA PROTECTION POLICY

**9.1** In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide to us, such as name, address, contact details and any special needs/dietary requirements. We take reasonable steps to ensure that proper security measures are in place to protect your information.

**9.2** We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels and transportation companies. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. Additionally, where a holiday is outside the European Economic Area (EEA), controls on Data Protection in your destination may not be as strong as the legal requirements in this country.

**9.3** We will only pass information on to persons responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, dietary or religious requirements. If we cannot pass this information to the relevant suppliers whether in the EEA or not, we cannot provide your booking. In making your booking you consent to this information about you and the members of your party being passed on to the relevant persons. You are entitled to a copy of the personal information held by us. If you would like to see this, please contact us. We may make a small charge of £10.00 for providing this information to you.

## 10. PASSPORTS, VISAS AND HEALTH

**10.1** You and your party's specific passport, visa and other immigration requirements are your responsibility and we do not accept responsibility for the validity of your passports or visas or for the refusal of visas by the Issuing Authorities. You should therefore confirm these with the relevant authorities, Embassies and/or Consulates. We shall not be liable for any loss, expense, cost, damage, injury or loss of enjoyment suffered as a result of such invalidity or loss, including any responsibility if you cannot travel because you have not complied with such requirements.

**10.2** British subjects require a passport. We will provide information about visas and health requirements and can also apply for visas on your behalf for a small fee and handling charge. If you do not hold a valid EEC passport, please inform us at point of booking. Although we can apply for any visa on a client's behalf, we cannot be held responsible for declined visas and normal cancellation charges will be levied should this occur.

Higher charges may also be applied to non-British citizens and late applications which will be charged accordingly. For further advice visit the FCO website, [www.fco.gov.uk](http://www.fco.gov.uk), visit the ABTA website [www.abta.com/gotravel](http://www.abta.com/gotravel) or telephone ABTA on 020 3117 0599.

## 11. PHYSICAL HANDICAPS AND MOBILITY

Should you suffer from any serious physical handicaps or experience difficulty in walking long distances and tire easily, please do bring this to our attention at the time of booking in order that we can provide the necessary assistance at airports and hotels.

## 12. COMPLAINTS

**12.1** If you have a problem with your holiday please inform the relevant supplier and our representative who will endeavour to put things right quickly. If your complaint cannot be resolved locally, your representative will ask you to make a report, the original of which is for you and a copy will be forwarded to our Head Office, as detailed on our invoice to you. Please follow this up within 28 days of your return home by writing to us giving your original tour reference number and all other relevant information.

**12.2** It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of or in connection with this contract which cannot be amicably settled, may (if you so wish) be referred to Arbitration under a special scheme, which, though devised by arrangement with ABTA, is administered by the Chartered Institute of Arbitrators. The scheme, details of which can be provided upon request, provides for a relatively simple and inexpensive method of Arbitration on documents alone with restricted liability on the client in respect of costs. The Arbitration Scheme does not apply to claims for an amount greater than £5,000.00 per person. There is also a limit of £25,000.00 per booking form. Neither does it apply to claims which are solely in respect of personal injury or illness, or the consequences of such injury or illness. However, an amount up to £1,500.00 per person may be awarded within the total claim where such claim includes an element of minor illness or personal injury. If requesting Arbitration, complaints must be made within 18 months after the schedules date of return from holiday. Full details are available from ABTA at 30 Park Street, London SE1 9EQ, or at [www.abta.com](http://www.abta.com).

## 13. SPECIAL REQUESTS

Any special requests made on your Booking Form are noted and we do our very best to comply with these wherever possible. However, although we do make every effort to meet your requirements, we cannot unfortunately give a guarantee.

## 14. TOUR MANAGERS AND LOCAL REPRESENTATIVES

Wherever possible and practical, our tours are escorted throughout by a representative from the UK. On occasions when circumstances dictate, we retain the services of a local representative to meet our clients and to escort them to cities and on excursions accompanied by our local guide.

## 15. TRAVEL INSURANCE

It is a condition of these Booking Conditions and your contract with us that you have comprehensive travel insurance cover.

As a member of ABTA, we are able to introduce you to ABTASure, the only travel insurance recommended by ABTA. ABTASure is arranged by Citybond Suretravel and underwritten by Cigna Europe Insurance Company S.A.-N.V.. Specialised Travel is an Introducing Appointed Representative of Citybond Suretravel for the sale of travel insurance and we have negotiated discounts on the ABTASure schemes for our clients.

- **Trip Travel (Single Trip Policies)**  
Covering single trips of up to 100 days for those up to 75 or up to 31 days from 76 to 85 years of age, this policy is ideal for family holidays, weekend breaks, cruises, coach tours, camping or business travel.
- **Year Round (Annual Multi-Trip Policies)**  
With a limit of 50 days for any one trip and with 17 days Winter Sports cover available up to age 65 years, this policy is ideal if you travel frequently for business or leisure.

Referral Code 56275

**Please use the above code** to receive the premium discounts: Online at [www.abtasure.co.uk](http://www.abtasure.co.uk) for up to 10%

By phone on *Freephone* 0845 618 0380 for 5%

## 16. SEVERABILITY

If any part of these Booking Conditions is held to be invalid, unreasonable or unenforceable, such portion(s) shall be deemed as severable from these Booking Conditions and the remainder of these Booking Conditions shall remain in full force and effect and enforceable.

## 17. PROMOTIONAL MATERIALS

Our promotional material is our responsibility, as your tour operator. It is not issued on behalf of, and does not contain the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

## 18. 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.