

**IMPORTANT INFORMATION AND BOOKING CONDITIONS**

IMPORTANT INFORMATION

**INSURANCE**

***ALL PARTICIPANTS MUST HAVE APPROPRIATE TRAVEL AND HEALTH INSURANCE FOR THEIR NEEDS***

**HEALTH**

In November 2011 we were aware of no mandatory vaccination requirements for France or Morocco. However, Health Authorities advise travellers to countries such as Morocco to obtain vaccinations against typhoid, tetanus, polio and hepatitis A, and to check on the current advisability of Malaria tablets. We advise you to check with your doctor and/or local clinic for up to date advice. The following are also useful sources of advice: Foreign Commonwealth Office [www.fco.gov.uk](http://www.fco.gov.uk); Department of Health [www.dh.gov.uk/en/Policyandguidance/Healthadvicefortravellers/index.htm](http://www.dh.gov.uk/en/Policyandguidance/Healthadvicefortravellers/index.htm) the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org); and [www.traveldoctor.co.uk](http://www.traveldoctor.co.uk) for the latest requirements and recommendations.

It is recommended that travellers to EU countries carry their European Health insurance card (EHIC) – application forms available from the Post Office or complete the form on line at [www.ehic.org.uk](http://www.ehic.org.uk)

BOOKING CONDITIONS

***This information is important. It explains the responsibilities and obligations undertaken by all parties when booking a tour with Discover.***

**1. THE CONTRACT BETWEEN YOURSELF AND DISCOVER LTD**

You must sign our Booking Form accepting the conditions of the Contract as detailed on these pages, on behalf of yourself and your group. Booking will come into effect when we send you written confirmation accepting your booking, there is then a binding agreement between us. It is important that you read the written confirmation carefully and raise any queries immediately. The Contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the English courts.

**2. YOUR FINANCIAL PROTECTION**

**Atol Consumer protection**

The Package Travel; Package Holidays and Package tours Regulations (1992) require us to provide securities for the monies that you pay for package holidays booked through Discover Ltd. and for your repatriation in the event of our insolvency. Tours run by Discover Limited that include an airflight are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our Atol number is ATOL 3274. 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)

Tours run by Discover Ltd that *do not include an airflight* are protected by way of a bond held by ABTA.

**ABTA Consumer protection**

Discover Ltd. is a member of ABTA, membership number V4335. 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, or in connection with this contract. For Further information on the Code and arbitration, visit the ABTA website at [www.abta.co.uk](http://www.abta.co.uk)

**3. THE TERMS OF PAYMENT**

Along with our signed Booking Form you must send us the required deposit per paying member unless other written arrangements have been made.

The balance of the fare is due no later than 10 weeks before departure. If the Company does not receive the full amount outstanding by the balance due date, we reserve the right at our discretion, to cancel the booking and levy cancellation charges on the scale as detailed in section 5. Please be aware that our suppliers eg (hotels, ferry, coach and airlines

companies) will cancel the arrangements we have made on your behalf if we are unable to confirm your booking due to non payment.

For bookings made within 10 weeks of the date of departure, we require full payment of the total Tour price.

Any monies paid to a Party Organiser in respect of a Discover Tour are held by the Party Organiser on behalf of party members until such time as Discover has confirmed your booking in writing. Thereafter any money held by the Party Organiser is held on Discover's behalf. Money paid by customers which is held by a travel agent is at all times held on behalf of the ATOL holder.

#### **4. RIGHT TO SURCHARGE**

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 posts and airports mean that the price of your travel arrangements may change after you have booked. However, there will be no charge within 30 days of your departure.

In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be 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 may cancel your travel arrangements and receive 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 are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 7 below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below. 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.

The prices for our 2012 tours are based on the following currency exchange rates as published by [xe.com](http://xe.com) currency converter on 25 November 2011.

COUNTRY	CURRENCY	RATE TO THE £
Euro Zone: France, Spain etc	Euro	1.16
Morocco	Dirham	13.03

In exchange for the Company's promise not to surcharge as a result of a worsening of currency exchange rates, the Company will not make any refunds should such matters improve.

#### **5. INSURANCE**

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#### **6. CHANGING OR CANCELLING THE BOOKING**

##### **If you change your booking:**

You may add extra members to your party at any time, providing that you have first checked with us for the availability of space. In such cases you will be required to send us deposits equivalent to those already paid by the party. If you wish to change your booking in some other way, after we have issued you with written confirmation of that booking, we will do our best to comply with your wishes. However, we cannot always guarantee that this will be possible. Any changes which you wish to make, must be notified to us in writing by the person who signed the Booking Form. Changes may incur additional costs.

##### **If you cancel your booking:**

There can be reasons why someone may have to cancel their tour and therefore cancellations may be made at any time whatsoever. If any member of your party cancels, you may replace them with a new member at any time prior to our issuing tickets (an administration charge may apply). You will understand that from the moment your booking is first made, we begin to incur expenses and may turn others away, therefore if you are unable to find a replacement for someone who cancels, we must impose cancellation charges to cover our estimated costs. These cancellation charges are expressed in the table below as a percentage of the total tour cost.

All cancellations must be notified to us in writing and charges apply from the date that this notification is received at our offices (not the date of your letter or the date you post it).

Period before scheduled departure within which notification is received by us after payment of deposit	Cancellation charge as a percentage of cost. (Deposit lost)
More than 70 days	Loss of deposit
70-35 days before departure	75% of invoiced cost
34-12 days before departure	85% of invoiced cost
12 days before departure or less	100% of invoiced cost

If the reason for cancellation is covered by an insurance policy you may be able to reclaim these charges.

## 7. CHANGES TO YOUR TOUR ARRANGEMENTS

It is unlikely we will have to make any changes to your tour, but we do plan the arrangements many months in advance. Occasionally changes may be made, which 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 brochure are subject to change as a result of airline procedures. 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, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, or cancelling your holiday. If you accept the major alteration we will pay compensation as detailed below:

Period before departure within which a major change is notified to you	Compensation per fare-paying passenger
More than 70 days	NIL
70 to 35 days	£10
34 to 15 days	£20
14 days or less	£30

Important note: Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

Should you decide not to accept the major changes you are entitled to cancel your booking completely and we will then refund all of the money which you have paid to us. If this situation occurs within 56 days of your planned departure date, we will also pay you £10.00 per fare paying person. We are unable to accept any other claims for compensation or expenses.

There may be very rare occasions when it becomes impossible to run a particular tour and therefore necessary to completely cancel it. Such situations are very rare but we must reserve the right to do so at our discretion. If this does occur you will be offered an alternative tour of at least the same standard, if available, or a full refund of all money which you have paid to us by that time. In no case except for the reason mentioned above will any tour be cancelled after the date when your final balance is due (except for non payment).

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting transfer. We do this by listing carriers to be used or likely to be used as follows:

Royal Air Maroc / Atlas Blue; Ryan Air; Easy Jet.

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 is deemed to be a minor change. Other examples of minor changes include alteration of your outward or return flight by less than 12 hours, changes to aircraft type, changes to accommodation to another of the same standard.

## 8. INCLUDED IN THE CHARGE

Meals, accommodation and travel by the means and route indicated or as may necessarily be altered by the organisers. All transport included in the tour has been charged at cost. The price of visas and purely personal spending is not included.

## 9. IMMIGRATION AND CUSTOMS

Clients will comply with all legislation, immigration and customs and foreign exchange regulations of the countries visited.

## 10. CONDUCT

The client undertakes to deport himself/herself and their group in an orderly fashion and not to disrupt the enjoyment of others on tour with him/her or to prejudice DISCOVERS reputation with the owners of accommodation or its suppliers. The rules and regulations of owners of accommodation and land, sea or air carriers must be complied with. Serious contravention may result in immediate cancellation of the tour. Clients are liable for all damage caused by their action or the actions of their group.

## 11. ACTIVITIES

We are happy to help arrange activities on your behalf with the many qualified providers that exist in the area. **However the contract for these are between yourself and the providers concerned.** Details of costs are available on request. Participants in water sports must be able to swim a minimum of 50 metres.

## 12. DEALING WITH PROBLEMS

At Discover we do everything possible to ensure that your tour arrangements run smoothly; however, if any problems arise you should report them as quickly as possible to the Centre Manager/tour leader/hotel manager so that efforts can be made to rectify the matter. If for some reason you are still dissatisfied you should write to our office within 30 days of your return from the tour, explaining the problem fully. In the unlikely event that an agreed settlement cannot be reached, you may take advantage of the special Arbitration Scheme as detailed below.

### Arbitration

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 quite independently by IDRS, part of the Chartered Institute of Arbitrators. The scheme (details of which are available from ABTA, Park Street, London SE1 9EQ) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs.

The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. The Scheme can, however, deal with compensation claims which includes an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element.

The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the tour but in special circumstances it may still be offered outside this period.

This does not restrict you pursuing action through the courts.

## 13. LIABILITY AND RESPONSIBILITY

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 failure is unforeseeable or unavoidable; or unusual or 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 three 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 to travel by sea, the Berne Convention in respect to 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, Discover Ltd., "Timbers", Oxted Road, Godstone, Surrey. RH9 8AD.

When you travel with a carrier, the conditions of carriage of that carrier apply, some of which may limit or exclude liability. This brochure is the responsibility of DISCOVER LTD, it is not issued on behalf of, and does not commit the airlines, sea or other carrier mentioned therein. Please note that in accordance with Air Navigation Orders, a child must be under 2 years of age on the date of their return flight.

Under EU law (Regulation 261/2004) you have the 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 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)

The ferry/coach company conditions of carriage will also apply to the services provided as part of the package. We, as a package organiser, are generally responsible for all aspects of your contracted tour. Please, therefore address all correspondence to us, as the ferry/coach company are transport providers.

Clients need to understand and accept that there is an element of risk associated with all types of travel/accommodation/recreational/field study activity arrangements. Clients need to be aware that regulations applying to various factors for example accommodation and transport but not limited to, will vary from country to country and may not be to the same standards as in the U.K. For example, whilst all the British coaches and minibuses that we use will have seat belts fitted this is not necessarily so with French, Moroccan or other nationalities.

#### **14. 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.

#### **15. DATA PROTECTION STATEMENT**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide (such as name, address, any special needs/dietary requirements etc ) We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your 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. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give 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 cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons)**

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