

ANZCRO UK Online Booking Terms & Conditions

Our agreement with you: These conditions will form part of the contract between everyone named on your confirmation invoice ('you') and ANZCRO (UK) ('us'). Your contract will be with ANZCRO (UK) which is a member of ABTA (W4337). Our ATOL number (5571) is granted by the Civil Aviation Authority and protects your air holidays and flights. In the unlikely event of insolvency, the CAA will ensure 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 All travel arrangements that do not include a flight are protected by way of a bond held by ABTA. All travel arrangements in this brochure are sold subject to the following booking conditions.

BOOKING: All travel arrangements that include flights are based on scheduled IATA airlines and are subject to their conditions of carriage. Copies of these conditions may be requested in writing. All arrangements including airfares are subject to availability at the time you book.

VALIDITY: All information and details were correct at the time of issue (Dec 2011). However ANZCRO (UK) reserves the right to amend any details without notice. Ask your Travel Agent to confirm details at the time of booking.

DEPOSITS AND PAYMENTS: You will be advised at the time of booking the current prices and the deposit required and the payment terms for any subsequent balance due. Deposits are normally £75 per person or 10% of the booking value whichever is greater and are non-refundable. If booking flights the payment terms can vary from full payment at the time of booking to 8 weeks prior to departure. We will send you a confirmation invoice, after which a contract exists, subject to English law unless otherwise agreed. We will require payment of the remaining balance, as shown on your confirmation invoice, not less than 8 weeks before departure. We do not send reminders and reserve the right to cancel your booking, retaining your deposit, should you fail to pay the money when it is due. All monies paid to your travel agent are held by the agent on our behalf at all times. Travel documents will not be released until we have received full payment. Airline ticket deadlines: For Other Travel Arrangements, where we act as agent between you and our suppliers, airlines may on occasion request that payment be brought forward in which case we will notify you of this change of payment date. This usually occurs when an airline withdraws a fare and requests that all tickets on the old fare are issued by a particular date. Regrettably your booking cannot be held after this ticket deadline date and will be cancelled if payment is not made.

CANCELLATION BY YOU: (a) Packages - If you need to cancel a confirmed booking you must contact us in writing, either directly or through your travel agent, and the lead passenger must sign the letter. If you cancel before the balance is due, you will forfeit your deposit. Cancellation after full payment has been made will incur additional charges to cover administration and cancellation charges imposed by suppliers. Should you cancel your confirmed booking, or part of your booking, then the following cancellation charges will apply:

No. of days prior to departure	Penalty
More than 56 days	Deposit only
42 - 56 days	The higher of 30% of the total cost or loss of deposit plus any additional supplier cancellation fees
28 - 41 days	The higher of 60% of the total cost or loss of deposit plus any additional supplier cancellation fees
8 - 27 days	The higher of 90% of the total cost or loss of deposit plus any additional supplier cancellation fees
7 days or less	100% of total holiday cost

Note:

These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown above. In these circumstances any additional cancellation charges will be advised at the time of booking.

(b) Other Travel Arrangements - If you need to cancel you must do so in writing either directly or through your travel agent. Cancellation charges vary depending on the services booked and will be clearly stated at the time of booking. In all cases a minimum cancellation fee of £75 will apply regardless of the value of tickets once a booking has been made. Please ensure you are certain of the fees applicable to your booking by asking your travel agent or us before proceeding to book your arrangements.

AMENDMENT BY YOU: If you wish to make a change to a confirmed booking please contact ANZCRO (UK). Any changes made before departure will incur a minimum charge of £50 per person. In many cases airlines require tickets to be issued on booking and where tickets have been issued changes may be treated as a cancellation. Please note: A change to the travel departure date once confirmed, is regarded as a cancellation and rebooking, not an amendment to the booking. Some suppliers, particularly airlines, whose fares may be non-refundable, may consider a name or other change to an existing booking, as a cancellation and rebooking, with up to 100% cancellation charges.

CANCELLATION BY US: (a) Packages - We aim to provide the travel arrangements you have booked without any changes, however, it is possible that cancellations may be necessary due to changes made beyond our control by airlines, hotels or other suppliers. For some "package holidays" to operate a minimum number of people may be required. If sufficient bookings are not received we reserve the right to cancel the holiday, but will advise you as soon as reasonably possible and you will be offered an alternative or a full refund.

(b) Other Travel Arrangements - In the unlikely event that a booking has to be cancelled, for any other reasons than non-payment, a full refund will be made of all monies paid, less any amendment fees.

AMENDMENT BY US: (a) Packages - Although it is unlikely, we may have to make changes to your travel arrangements and we must reserve the right to do so. We will inform you or your travel agent of any major changes at the time of booking, or as soon as possible afterwards if you have already booked. If a major change is necessary, such as an alteration of your of your outward/return flights by more than 12 hours, change of resort, or reduction in standard of accommodation, you will be offered the choice of:-

- **1. accepting the change**
- **2. accepting an alternative**
- **3. receiving a full refund of all monies paid.**

(b) Other Travel Arrangements - Where we only act as a booking agent, particularly in the case of airline tickets, we may not be notified of a major change before you travel. However, where we are notified, we will advise as soon as is reasonably possible. If the changes are not acceptable to you, we will offer you an alternative if available, or a full refund. If your chosen alternative costs more, you must pay the difference, unless you have paid for your booking in full.

(a) Packages - You or your travel agent will be notified of any changes at the time of booking. We reserve the right to increase the price after booking if any increase in price occurs in respect of:-

- (i) air fares or other transport costs
- (ii) taxes or duties payable, including new taxes introduced by any government
- (iii) adverse changes to currency exchange rates.

In all cases we will pay any increase which is less than 2% of your package holiday cost, not including insurance premiums or amendment fees but increases in excess of 2% will be payable by you. If the cost of

your holiday increases by more than 10% you may decide to cancel the holiday and have a full refund except for the insurance premiums or amendment fees paid after booking. If you want to cancel you must tell us within 14 days of being advised of the increase. In return we will not change the cost of the holiday within eight weeks of departure. The only exception to this offer is in respect of any government imposed charge that may be introduced to provide consumer financial protection which we may be required to collect on behalf of the government. To guarantee the cost of the holiday you may pay in full within 14 days of booking in which case we promise not to make any price changes whatsoever.

(b) Other Travel Arrangements - If you pay in full within 14 days of booking we guarantee there will be no change to the prices after full payment is received. If you prefer to wait to pay the balance until 8 weeks before departure the prices may be subject to change and we reserve the right to pass on any increase resulting from surcharges imposed by suppliers or exchange rate fluctuations. Airlines, airports and government bodies are continually introducing new fees and taxes to pay for additional security and we reserve the right to pass on these charges up to 8 weeks before departure.

OUR LIABILITY: (a) Packages - We are responsible for ensuring your package holiday is of a reasonable standard and as described to you. If any part fails to reach this standard and affects the enjoyment of your holiday, we will offer reasonable compensation providing it is not due to events outside our control. Our liability in all these cases is limited to an amount we consider reasonable, having regard for the cost of the service or facility concerned and the seriousness of the deficiency. ANZCRO (UK) accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, together with our suppliers and sub-contractors, servants and/or agents of the same, whilst acting in the course of their employment in the provision of your package holiday. We will pay compensation equivalent to that which would be awarded in an English Court, but will not offer compensation if the injury, illness or death is caused by your own fault or the fault of someone unconnected with the package, or an event that could not have been expected or avoided even with all due care. In respect of international carriage by air or sea our liability in all cases will be limited in the manner permitted by international conventions. You may ask for copies of these on written request to our offices.

(b) Other Travel Arrangements - When acting only as a booking agent ANZCRO (UK) has no liability whatsoever for any aspect of the travel arrangements and accepts no liability for any loss, personal injury or death however incurred, except where caused by our own proven negligence.

COMPLAINTS PROCEDURE: If you have a problem during the course of your holiday, you must inform the supplier of the service, plus a representative whose details we have provided, or telephone our offices immediately as failure to do so may reduce or extinguish any possible claim. We will endeavour to put things right as soon as possible. We will acknowledge all complaints on their receipt and deal with them promptly and efficiently. Any disputes which cannot be amicably settled may (if the client wishes) be referred to arbitration under a special scheme which although devised by arrangement with the Association of British Travel Agents (ABTA), is administered independently by the Association of Independent Arbitrators. The scheme does not apply for amounts greater than £5000 per person. There is also a limit of £25000 per booking. Neither does it apply to claims that are solely or mainly in respect of physical injury or illness. The application for arbitration must be made within nine months of the date of return to the United Kingdom, but in special circumstances it may still be offered outside this period. Alternatively, you may wish to take any dispute to the Small Claims Court. Full details of the Arbitration Scheme can be obtained from the Association of British Travel Agents, 68-71 Newman Street, London W1P 4AH.

DATA PROTECTION POLICY: In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements we (and your travel agent) need to use the information you provide such as name, address, and special needs/dietary requirements etc. We take full responsibility for ensuring 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 security or credit checking companies, 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 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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