

# Drink Dine Discover

Exploring the world, one mouthful at a time...

## BOOKING FORM

Lead passenger name \_\_\_\_\_

Address \_\_\_\_\_

Home Telephone \_\_\_\_\_ Mobile Number \_\_\_\_\_

Email address \_\_\_\_\_

\*\* If any of your party reside at another address, please advise us.

	Passenger 1	Passenger 2	Passenger 3	Passenger 4
Title				
First Name (s)				
Surname				
Date of Birth				
Passport No				
Issued By				
Issue Date				
Expiry Date				
Nationality				

\*\* Please note that all names must be *exactly* as written in your passport.

Tour Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

If any member of your party has any dietary or other special requirements, please list below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have booked your own flights, please advise us of the details below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is essential that you obtain travel insurance on booking. Please advise us of your details below:

Company: \_\_\_\_\_

Policy number: \_\_\_\_\_

Emergency Number: \_\_\_\_\_

Please leave us with the details of someone who we can contact in an emergency while you are away.

Name \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

\*\* Please advise us if there are different emergency contacts for different members of your party

Where did you hear about us?

\_\_\_\_\_

We require a deposit of £350 per person, or 30% of the cost of the tour to confirm your booking, whichever is greater. How would you like to pay?

Cheque- to be made payable to Drink Dine Discover Ltd.

Bank Transfer

Credit card (I understand there is a 3.4% surcharge on all credit card payments)

Debit Card

I confirm that I am over 18 years of age. I have read the terms and conditions, and accept them on behalf of all persons named on this booking form.

Signature \_\_\_\_\_

Name & Date \_\_\_\_\_

## DRINK, DINE, DISCOVER BOOKING CONDITIONS 2013

YOUR CONTRACT IS WITH Drink Dine Discover Ltd (Co No 8363945) a company registered in England and Wales, registered office 16, Trenchard Avenue, Halton, Aylesbury, Buckinghamshire, HP22 5PP, a member of Protected Travel Services Ltd.

### 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 will be 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 a trust account held by Protected Travel Services Ltd.

#### Financial Protection

We are a Member of Protected Travel Services (PTS), membership number 5048. We are obliged to maintain a high standard of service to you. We can also offer you assistance in the resolution of disputes arising out of, or in connection with this contract. It does not apply to claims which are solely in respect of physical injury or illness or their consequences. Your request for assistance must be received by PTS within six months of the date of return from holiday. Outside this time limit assistance may still be available if we agree. Further information regarding PTS and the financial protection provided by PTS can be found at <http://www.protectedtravelservices.com/company/consumer-protection>.

### 3. YOUR HOLIDAY PRICE

1) 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.

2) When you make your booking you must pay a deposit of £350 per person or 30% of the holiday cost, whichever is higher. Occasionally, we may require an increased deposit in order to secure certain elements of your trip (such as discounted flights, or hotels during particular peak seasons). Any such early payment will be viewed as an additional deposit, and as such, non refundable, except as set out in clauses 1 & 6.

The balance of the price of your travel arrangements must be paid at least 8 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 18 February 2013 in relation to the following currencies: Euro, US Dollar, South African Rand.

3) Changes in exchange rates, 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 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. 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.

4) All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. All monies you pay to the travel agent are held by him on our behalf at all times.

### 4. 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 £25 PER PERSON, and any further cost we incur in making this alteration, for example in cancelling any unused elements of the trip and the cost of your new 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. Note: Certain travel arrangements such as alterations to certain airline 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.

### 5. 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 and acknowledged by us in writing. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

<i>Period before departure in which you notify us</i>	<i>Cancellation charge</i>
More than 56 days	Deposit only
42-55 days	40% of holiday cost
31-41 days	60% of holiday cost
Less than 31 days	100% of holiday cost

These amounts exclude any amendment charges or any amounts paid in addition to the deposit or prior to the balance due date which are non refundable in the event of cancellation (see clause 3 point 2).

If you choose to change or cancel your tour after it has started, we will endeavour to assist you, but this may not always be possible. Where we

are able to make alterations you will be liable for any charges arising from the cancellation of the services that were originally booked, and for the cost of booking new arrangements, including the cost of these arrangements themselves. If you do not complete your tour we will not be able to offer a refund.

If you are prevented from travelling, and wish to transfer your travel arrangements to another passenger, we will do our best to assist. You must advise us of your inability to travel in reasonable time, and the replacement passenger must be a suitable traveller for the tour you have booked. Both you, and the replacement traveller will be equally liable for the costs incurred in making the transfer.

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

#### 6. IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance on time. If we are unable to provide the booked travel arrangements, you can either have a 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). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Please note that carriers such as airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include, but are not limited to, alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

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. You must advise us of your decision within 7 days of being notified of any significant change. The above options do not apply to minor changes to your tour.

A major change is a change made before your departure which, when we account for the information given to us by you at the time of booking, we can reasonably be expected to know as a tour operator and expect to have a significant effect on your holiday. Significant changes are likely to include a change of accommodation for that of a lower standard for all, or a major portion of your trip, a change of accommodation area for all, or a major part of your trip, a change of UK departure or arrival time by more than 12 hours, or a change of UK departure airports to one that is significantly more inconvenient for you. This does not include changes between different airports serving the same city.

In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed below:

#### IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY:

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us PER PERSON</i>
More than 56 days	£Nil
More than 31 days	£20
More than 1 day	£30
Less than one day	£40

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, riots, insurrection, strikes, decisions by governments or national authorities, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

#### 7. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately who will endeavour to put things right. Most problems can easily be addressed at the time. If you do not inform us of a problem or complaint, which if it had been reported, could have been resolved at the time, we cannot accept any liability for it.

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 16 Trenchard Avenue, Halton, HP22 5PP, 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 provide us with a report while you are away. 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.

#### 8. 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. We will not be liable where you do not enjoy your holiday or suffer problems as a result of a reason you did not inform us of in writing at the time of booking.

We cannot accept liability for any services which are not part of our contract with you, for example additional services or facilities that accommodation or other suppliers provide you with, where we have not agreed to arrange them as part of our contract with you.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with

(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 (*16 Trenchard Avenue, Halton HP22 5PP*). 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.

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

#### 9. PROMPT ASSISTANCE

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.

#### 10. YOUR RESPONSIBILITIES

The times shown on all airline tickets are in local time. We recommend that you arrive at check-in at least 3 hours prior to departure for an international flight. You are responsible for ensuring you arrive in good time to check-in for your flight. We will not be liable if you miss a flight due to arriving late for check-in, or if you lose any airline tickets, holiday vouchers or any coupons that we provide you with.

You agree to behave in such a manner as does not cause, or is likely to cause, distress, danger, or annoyance to other travellers or any third party or damage to property. If in the view of our representatives or suppliers, you fail to so behave, we reserve the right to cancel your travel arrangements without any liability on our part. Neither we, nor our service providers, will have any responsibility to you in respect of covering any expenses, paying compensation or refunds, or arranging for your onwards or return travel if this occurs while you are overseas.

In booking with us you accept full responsibility for any damage or loss you cause. Full payment for any such damage or loss must be made directly at the time to the accommodation owner, manager or other supplier. If you fail to do so you will be liable for meeting any claims subsequently made against us (together with our own, and the other party's full legal costs) as a result of your actions.

You must advise us of any special requests in writing at the time of booking. We will do our best to meet any reasonable requests, however we cannot guarantee that we will be able to do so, unless we have charged you for your request, or specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to our suppliers does not qualify as confirmation that your request will be met.

If you have any medical problems or disability which may affect your holiday, you must advise us in writing at the time of booking, so that we can advise as to the suitability of the arrangements. You must also advise us promptly if such a condition develops after we have confirmed your booking. If we reasonably feel unable to accommodate the needs of the person concerned, we reserve the right to cancel their reservation.

It is a condition of accepting your booking that you take out appropriate travel insurance to cover your holiday. It is your responsibility to ensure the policy you take out is adequate for your needs. We will not be liable for any losses or expenses that are incurred as a result of your failure to purchase adequate insurance.

#### 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.

If your holiday involves a self-drive element, it is your responsibility to ensure that you have the appropriate domestic and international driving licences and bring them with you on your trip.

The name that appears on your full passport must be the same as that which appears on your airline tickets.

#### 12. 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. Excursions booked while you are away form a separate contract with the provider of the excursion. This includes any excursions booked by our representative on your behalf while you are abroad.

We take every care to ensure that information in our brochures and itineraries are correct at the time of publication. They are not issued on behalf of, and do not commit the airlines mentioned 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.