

The following terms and conditions apply to all bookings made via Ancient World Tours for tours operating after 1st December 2013. All tours after that date are operated by Voyages Jules Verne, a trading name of Kuoni Travel Ltd.

VOYAGES JULES VERNE

The Booking Agreement

Any contract between you and us is subject to these Booking Conditions. The contract shall be governed by and construed in accordance with English law and is subject to the jurisdiction of the Courts of England and Wales. Alternatively it shall be governed by and construed in accordance with the law of Scotland or the law of Northern Ireland and shall be subject to the jurisdiction of the Courts of those countries respectively if you are domiciled there.

Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked and for your repatriation in the event of our insolvency.

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 0132, Kuoni Travel Ltd). 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. For further information visit the ATOL website at www.atol.org.uk
*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK.

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.

We are also a member of ABTA (ABTA Number V1661). When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA The Travel Association. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection.

If you book arrangements other than a flight or package holiday (e.g. accommodation only), the financial protection referred to above does not apply.

To Make a Booking through Ancient World Tours To make a booking please telephone us (0844 357 9494) at which time you will be asked to send the appropriate non-refundable deposit of

£400 per person or full payment (A higher, variable deposit may apply to certain programmes. Details will be advised at time of booking). Payment may be made by credit/debit card or by cheque. Cheques should be made payable to Voyages Jules Verne. On receipt of your deposit, we will send you a confirmation/ invoice.

Tour Balance

The balance due must be paid to us at least 61 days before you travel. If this is not done then we reserve the right to cancel your holiday and make cancellation charges. If you ask us not to cancel your potential liability to pay charges will increase according to the scale set out below. Your failure to pay the balance in these circumstances could result in cancellation charges of up to 100% of the final invoice. If you book 61 days or less before departure, then the full amount must be paid when you book. Balance payments made by credit card (e.g. MasterCard, Visa Credit) and non-UK debit cards are subject to a 2% transaction charge.

There is no transaction charge if you pay by UK debit card (e.g. Maestro, Visa Debit).

To Change Your Booking

Change or addition to your booking:

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made by the person who made the original booking. We may ask you to put these in writing.

If it is possible to make the change, it will be subject to an administration charge of £30 per person, and payment of any further costs incurred as a result of the change such as the cost of replacement visa, re – ticketing costs of scheduled transport, costs associated with changed group numbers. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. If it is not possible for us to make changes for whatever reason, you have the choice of proceeding with the holiday as originally booked, or of cancelling and paying cancellation charges in accordance with the scale shown below. If any change can be made, you must check whether it will invalidate your visa or insurance cover, in which case

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it may be necessary to take out alternative, additional or new cover depending on the circumstances. Please note that it will not be possible to make changes within 28 days of your scheduled departure date.

Name Spellings: It is essential that the names of all passengers you give us at the time of booking are exactly the names (including forenames) that are shown on those persons' passports. In many cases, and in order to guarantee your special airfare, tickets must be issued within two weeks of your date of booking and any subsequent changes, including changes to the spelling of names, amendments and cancellations, will incur costs up to the full value of the air ticket, regardless of the time period.

Name Changes (where you transfer your booking to another person): These may be made up to 7 days prior to departure but will similarly incur the costs of changing the name on the air ticket in addition to the full cost of the holiday and any other alteration charges equivalent to what it may cost us at the time, provided that any requisite replacement visas can be obtained. If not, normal cancellation charges will apply. The cost of new visas and insurance (where applicable) will also be payable. An administration charge will be made of £50 per person for requests made more than 61 days before departure, and £100 per person within 61 days before departure.

To Cancel Your Booking

Should you wish to cancel your tour, you should notify us directly in writing as soon as possible. The scale of cancellation charges detailed is calculated according to the number of days prior to departure that written notice of cancellation is received by us:

Prior to Departure Date Cancellation Charges

More than 60 days Deposit only
42 – 60 days 50% or deposit, whichever is higher
33 – 41 days 60% or deposit, whichever is higher
15 – 32 days 90% of final invoice
Less than 15 days 100% of final invoice

Cancellation of Tours by Us

Tours are based on an economic minimum number of passengers (usually 12). Should this not be reached, we reserve the right to continue

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to operate (with local guides instead of a tour manager if one has been advertised) or up to 8 weeks prior to departure to cancel this tour – in these circumstances we would not be liable to pay you any additional compensation.

Your rights following cancellation by us:

In the circumstances of cancellation of a tour or holiday by us we will offer you the choice of an alternative tour of equivalent quality (if available) or a tour of lower quality if you require it (if available) in which case we will refund to you the difference in price between the original booking and the tour of lower quality; or we will make you a prompt refund of any monies paid by you to us under the original booking.

In the unlikely event that it is necessary for us to cancel or significantly alter a tour in other circumstances, we will offer compensation to you as detailed below:

Period prior to departure date when cancellation is notified to you:

Period prior to departure date

Compensation

More than 61 days £10

61 – 42 days £20

41 - 15 days £30

14 - 0 days £35

We are not liable to pay compensation to you where:

a.the package is cancelled because the number of persons who agree to take it is less than the minimum number of persons required as set out above and you are informed of the cancellation in writing at least 61 days prior to the departure date of your tour or holiday or b.the package is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

If you choose not to accept our offer of compensation as specified above you may either refer your claim for compensation to a Court or to arbitration as set out below.

Changes to the Scheduled Programme

The tours scheduled in our brochure are planned many months in advance and sometimes

changes may be necessary although we would normally expect to be able to provide you with the services confirmed by us in respect of your original booking.

The arrangements featured in our brochure are by their very nature complex with services from many different airlines, hotels and transportation companies. Due to demand for flights, hotels and accommodation and transportation over which we have no control, it is not always possible to guarantee flight or other transport departures, the aircraft type or other type of transportation, or accommodation. Flight or other transportation timings and carriers are stated to you for guidance only. Final details will be shown on your tickets or sent with your Joining Instructions, approximately two weeks prior to travel. We reserve the right to make changes. We will make every effort to provide as much advance notification as possible but we feel it is only fair to warn you of possible variations. Where these are significant you may be entitled to compensation as set out above.

Force majeure changes or cancellation

We may have to make changes to your tour or holiday in the event of force majeure and if we have to cancel or change your tour or holiday in any way because of this, we will not be liable to pay compensation to you. Force majeure is for example, circumstances where performance and/or prompt performance is prevented by war, threat of war, riot, civil disturbance, natural or nuclear disasters, industrial dispute (defined below), terrorist activity, fire, or adverse weather conditions. Industrial dispute is defined as a dispute between a person, other than ourselves, supplying services comprised in a package holiday and (a) his employee and/or (b) any other person whose services affect the performance of the package holiday, which we cannot reasonably be expected to overcome by substituting comparable alternative arrangements.

Airline Carriers

In accordance with EU regulations we are required to advise you of the actual air carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on the relevant brochure pages and/or your holiday confirmation invoice.

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.

Rail Travel

All itineraries that involve the use of rail travel are subject to amendment according to the conditions of carriage of the railways board or other agency which governs rail travel in the country in which the railway journey is undertaken. Delays may occur depending on the priority given to the passage of the train upon which you are travelling because the train is required to give way to other railway traffic. In particular where the train is crossing a border between two countries, your attention is drawn to the section headed 'Border Crossings' below.

Border Crossings

In some countries lengthy delays may be experienced at border crossings between two countries. Such delays are subject to the discretion of the national or local authorities regulating the border crossing.

We cannot offer any accurate estimate of the length of such delay and if you require further information you should make your own enquiries.

River Boats and Cruises

All itineraries that include river and coastal cruising are subject to amendment according to river or sea conditions at the time of travel which includes water levels (high and low), weather conditions such as fog and technical issues with locks, bridges and the vessels themselves. Where such variations affect the itinerary a replacement programme by land will be arranged. Most waterways are controlled by statutory authorities who can also impose restrictions without notice.

Important Notes

Accommodation Outside the UK:

The standard of accommodation, whether in hotels or on rail, ship or boat, will vary according to the standards available in the country in which the accommodation is being provided and should be judged by the standards of that country. In some countries the standards will be basic and not of the level associated with a conventional

package holiday. If you are in any doubt about the suitability to your own requirements of the facilities, transportation, accommodation or conditions prevailing in any country through which the tour passes, then you should make written enquiry with us as we cannot be held responsible for failure to meet your requirements if these are not made known to us. Whilst every effort will be made to meet reasonable requests, they cannot be guaranteed.

Hotel rooms are generally available between noon and 3pm for check-in and are to be vacated between 10am and noon irrespective of your arrival or departure times, details of which will be confirmed by your hotel. Hotels will generally make provision to secure your luggage until rooms are available. On occasion it may be possible to obtain day-rooms subject to availability and extra payment.

Special Requests

Any special request or requirement which is essential to your booking (such as specific dietary requirements, wheelchair assistance or special facilities for certain medical conditions) must be made known to us in writing before you book.

We will contact our suppliers and the request will only become a term of your contract with us if we confirm in writing that the request can be met and your booking proceeds on that basis. We are also happy to pass on any other reasonable requests that you may have such as desired location of hotel rooms or airline seats or other requirements as to meals, but they cannot be guaranteed and will not form part of our contract. No compensation will be payable if such requests are not fulfilled.

Locally Booked Excursions/Activities

Whilst you are away you may be offered the opportunity to buy optional excursions and activities. These are provided by independent local companies, which are neither owned nor controlled by Voyages Jules Verne, and for whom we act only as an agent. If you decide to buy an excursion or activity, your contract will be made with the local company which provides it and it will not form part of your package with Voyages Jules Verne. The contract may be subject to the excursion/activity provider's terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law

and jurisdiction. We accept no liability for any breach of contract or negligent act or omission of any excursion/activity provider. Some excursions/ activities may contain an element of risk or require a good level of physical fitness, and, if in doubt, you should make direct inquiries with the local provider before deciding to buy and check that you are covered by your insurance policy.

Behaviour

If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen, no refund or compensation would be paid.

Fitness to Travel

In making your booking, you confirm that you and all of your party are fit to take this tour, and that you have declared to us any disability or special need which is likely to affect the progress of the tour or the enjoyment of other travellers.

If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, decline the reservation when we become aware of these details. Should you or any of your party require a carer or assistance with mobility, then you accept responsibility for including a suitably qualified person in your booking.

Prices & Rates of Exchange

No Surcharge Guarantee

The price of your tour which we confirm to you at the time of booking, including any increases or reductions applied at that time, is fully guaranteed and is not subject to any surcharges.

What the price includes or does not include
Details of the items included or not included in the price are stated on the page of the brochure, leaflet or advertisement by which the price of the tour and the itinerary are published. Please therefore refer to the details separately stated on that page.

Air Passenger Duty

UK airport departure tax is included in all the prices shown.

Voyages Jules Verne's Responsibility

a. Where you do not suffer personal injury or death, we accept liability should any part of your holiday arrangements booked with us not be as described in

the brochure from which you have made your booking and not be of a reasonable standard. We will pay you reasonable compensation (limited to a maximum of three times the amount paid) unless there has been no fault on our part or that of our suppliers and the reason for the failure in your holiday arrangements could not have been foreseen or avoided by us or our suppliers even if all due care had been exercised. We will use this maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.

b. Should you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us, we accept responsibility unless there has been no fault on our part or that of our suppliers and the cause was your own fault, the actions of someone unconnected with your holiday arrangements or one which neither we nor our suppliers could have anticipated or avoided even with the exercise of all due care. Where such death or personal injury arises in the course of air travel, rail travel, sea travel or hotel accommodation, the amount of compensation you will receive is limited in accordance with the provisions of any applicable International Conventions (the 1999 Montreal Convention, the Warsaw Convention as amended by the Hague Protocol in 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention as amended). Copies of these Conventions may be obtained by writing to us, please allow at least 28 days for the provision of such information.

c. Should you suffer death, personal injury or illness as a result of an activity not forming part of holiday arrangements, booked with us, we give you advice, guidance and, at our discretion, financial assistance where appropriate up to a limit of £5,000. The financial assistance to enable legal action to be taken against the person responsible for your death, personal injury or illness. Should you recover any costs against a third party in respect of such legal action or be insured in respect of such costs and recover the

same via insurers any costs actually incurred by us for which you are given assistance shall be recoverable from any costs recovered by you. Further, the financial assistance is per booking form, not per person. Any request for assistance under this section must be made within 90 days of the incident occurring.

Arbitration

Should you have a problem, you must notify the Tour Manager/local representatives/local agent who will do whatever he/she can to help you there and then; you may be asked to complete a customer complaint form at the time.

In the unlikely event that you are not satisfied with the actions taken to deal with your complaint and you wish to take the matter further, you must put your complaint in writing to us within 6 weeks of your return giving all the details. We promise to deal with any dispute fairly and promptly within the terms of these conditions. 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 the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which can be obtained from ABTA) 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. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or of the consequences of such injury or illness. The rules of the Scheme provide that the application for arbitration must be made within 9 months of the date of return from the holiday but in special circumstances it may still be offered outside this period.

Flights & Airlines

We reserve the right to amend the carrier, type of aircraft or timings on any of the itineraries. When you travel with an airline, scheduled or otherwise, the Conditions of Carriage of that airline apply. Some of these will limit or even exclude liability. These conditions are the subject of International Agreements between countries. We can normally advise you of the Conditions, or copies can be made available upon request.

Voluntary Denied Boarding: On rare occasions passengers at the airport may be approached by the airline and offered, with appropriate compensation, a move to a later flight. If this is accepted you should be aware that as a result you may incur additional costs for separate transfer arrangements at your destination.

Flight Delays: Flight timings are provided by airlines. They are subject to air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that the flights will depart at the time shown either in the brochure, on your invoice or on the tickets. The timings are estimates only. When booking connecting flights, rail or car parking or indeed any arrangements that rely on flight timings, you are strongly advised to allow for possible variations.

In the event of a flight being delayed, be it outward, onward or homeward, the relevant airline will make arrangements, dependent on the time of day and duration of the delay.

Direct Flights: Where a flight is described as direct, this means that no change of aircraft is necessary. Stops may be made en route for re-fuelling or to pick up/set down passengers. We do not however provide details of such stops where applicable in our documentation.

Air Travel: Airline schedules are quoted as known at the time of going to press, but are subject to possible alterations. Details in respect of flight timings, duration of flights and points of stop-over en route will be sent with your confirmation invoice and with your final travel documents.

Community List: In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community List' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community List is available for inspection via www.dft.gov.uk Brochure Descriptions & Prices

Important Notice

Unfortunately, it is inevitable that some of the prices and details contained within our brochures may have changed since the brochures were printed. We must reserve the right to make

such changes. You will be informed about any changes to any of the relevant details within this brochure when you book and before you enter into a contract with us as part of our commitment to quality customer service.

We reserve the right to change any of the services or facilities or prices described in the brochure at any time before a contract is made between us. If there is any change we will tell you before you enter into a contract.

Website Descriptions & Prices

Website & Brochure Accuracy

We rigorously check the information about accommodation, resorts, itineraries etc., to ensure it is correct to the best of our knowledge. Advertised web copy descriptions and facilities may change before and after you book. Please check the up to date position at the time of booking. Please bear in mind that hoteliers, restaurateurs, tour guides etc., may wish to maintain or improve their facilities, or even take a break themselves. Flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Tour, excursion, cruise or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year or other situations beyond our control etc., may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

Website & Brochure Copyright

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