

## BOOKING CONDITIONS

### YOUR CONTRACT IS WITH POWDER BYRNE OVERSEAS LTD,

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Powder Byrne Limited ("we", "us" and "our"). Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. Our obligations to you will vary depending upon whether or not what you book with us is a package holiday ("Package") as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. Section A below details the booking conditions which apply particularly to such a booking.

#### 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. 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 9 weeks of travel or to any non-refundable arrangements, e.g. accommodations, trains booked for you by us as in Clause 8.

#### 3. Payment For Your Holiday

You must follow the instruction for payment which shows in the quotation or correspondence. Normally you need to pay a full amount of your holiday at least 1 month prior to departure. Also you may be required a deposit at the time of booking. We will issue travel confirmation and vouchers after receipt of money. Should a booking be made less than 1 month prior to departure, payment is due in full at the time of booking, unless otherwise specified.

#### 4. Insurance

Your holiday booking will not include any insurance for medical, cancellation, abandonment, loss of property and personal liability, other than public and product liability such as accident or negligence caused by us. You must arrange an adequate insurance during the whole of your holiday. Any insurance claims are your responsibilities and you will have to follow the claims procedure payment by the insurance company.

#### 6. Passports, Visa & Health Requirements

Passports must be valid for the dates of your stay and for some destinations. Requirements for period of validity depends on country and needs to check with the appropriate embassy/consulate. Visa requirements can change and you must check the up-to-date requirements prior to departure and the entry requirements with your embassy or consulate. If you have a medical condition or if you are pregnant, then you must get clearance to travel from your doctor. Pregnant passengers are not accepted by most airlines after 28 weeks gestation.

#### 7. 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 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 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.**

#### 8. 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 on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges which being informed in quotations or written correspondence.

**Note: Certain travel arrangements may be non-refundable 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.**

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

#### 9. 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 make all reasonable efforts to 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 e.g if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it.

#### a. Minor Changes Made by Us, Before Travel

Any change which we do not consider significant is a minor change. We will endeavour to tell you about a minor change before you travel but we are not obliged to do so and we will not pay compensation.

#### c. Cancellation

If we have to cancel your travel arrangements for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges.

#### **Force Majeure/Circumstances Beyond Our Control**

This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way due to 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, fire, adverse weather conditions.

<b>IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY</b>	<b>IF WE CANCEL YOUR HOLIDAY</b>	<b>IF YOU CANCEL YOUR HOLIDAY</b>
<i>Period before departure within which notice of cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive From us.</i>	<i>Amount of cancellation charge</i>
More than 56 days	0	Deposit only
More than 31 days	0	100% of holiday cost
More than 21 days	1% of holiday cost	101% of holiday cost
More than 8 days	2% of holiday cost	102% of holiday cost
Less than 8 days	5% of holiday cost	105% of holiday cost

#### 10. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and call our office +41(0)338534738, 9-12/1400-1800 on Mon-Fri, or write an e-mail to [info@powderbyrne.ch](mailto:info@powderbyrne.ch). We will endeavour to put things right. 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 [info@powderbyrne.ch](mailto:info@powderbyrne.ch), giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you.

It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. 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.

11.

#### Our Liability to You

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in this confirmation. If any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of two times your basic holiday price.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents; our suppliers and sub-contractors; whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under clause 1 above.

(iii) In respect of travel by sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention.

#### **(iv) Personal Injury Unconnected With Your Booked Travel Arrangements**

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent 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.

(V) **We have no liability to your own flight arrangements in case of any delay and cancellation.** If any extra costs (i.e. handling charge for re-book, hotels) occur from re-arrangement of your own flight due to unforeseeable circumstances beyond our control, these can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, we will be excluded from liability unless due to the fault of our employees, agents or suppliers.

#### 12. Conditions of Carriage

The Contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

#### 13. Data Protection

Data held by Powder Byrne related to your booking is stored on a secure server. The data is used only for the purposes of arranging your holiday and only relevant data is shared with our suppliers so they can provide the services booked. Otherwise no data is shared with or sold to any third party for marketing or other purposes. Occasionally we may send you updates on our product by email or post.