

BOOKING CONDITIONS

FAIRWAY GOLF HOLIDAYS LTD trading as Fairway Golf Holidays holds a Civil Aviation Authority ATOL (Air Travel Organiser's Licence) No. 9938

YOUR COMMITMENT TO US

When you confirm your holiday booking you must sign a booking form and pay a deposit of £150.00 per person plus insurance if required. At the time of asking for your holiday booking to be confirmed, you are accepting our Booking Conditions either verbally or by email. You are also accepting that the terms of our Booking Conditions form the basis of any contract between Fairway Golf Holidays and yourself, which is subject to English law and the exclusive jurisdiction of the English Courts.

PAYING FOR YOUR HOLIDAY

After your booking is confirmed and a deposit received, an invoice will be sent to you detailing the total cost due. Full payment is due 10 weeks before departure. If you do not pay in full 10 weeks before departure we reserve the right to cancel your booking, and cancellation charges will apply. Please note that local taxes have been handled by Fairway Golf Holidays. If you make a holiday booking within 10 weeks of your departure date then you must pay the full cost of the holiday at the booking stage.

SECURITY AND PRIVACY

The Management of Fairway Golf Holidays Ltd are well aware of concerns that our clients may have in paying for their holiday reservation over the phone, and giving out their personal credit or debit card details in order to pay a deposit or even the final balance of their holiday. We can assure you that once we have used the information supplied by you to take the verbal authorised payment this information will then be destroyed by Fairway Golf Holidays Ltd so to eliminate the possible risk of any third party obtaining your confidential details from Fairway Golf Holidays Ltd

CONSUMER PROTECTION

The air holidays and flights are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority (CAA). Our ATOL number is 9938. In the unlikely event of any 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

MAKING CHANGES TO YOUR HOLIDAY BOOKING

If you want to change any part of your holiday arrangements after the confirmation invoice has been issued, this can be done (up to 70 days prior to your departure) for a charge of £25 per person, subject to availability and any extra costs incurred. If you want to make any changes within 70 days of your departure date, then these will be treated as a cancellation of the original booking and cancellation charges will apply.

CANCELLING YOUR HOLIDAY

If you or anyone on your holiday booking decides to cancel the holiday, we must be notified of the decision in writing. The cancellation will take effect from the day the written confirmation is received.

The following scale of charges will be payable depending on when the notification is received:

Prior to 70 days deposit forfeited
60 - 70 days 30% of total holiday cost
45 - 59 days 50% of total holiday cost
37 - 44 days 60% of total holiday cost
22 - 36 days 80% of total holiday cost
15 - 21 days 90% of total holiday cost
0 - 14 days 100% of total holiday cost

WE STRONGLY RECOMMEND THAT YOU TAKE OUT FULL INSURANCE

This includes cover, under certain circumstances against loss of deposit or cancellation fees as shown in the policy. Cover is effective from the date of our confirmation invoice and the premium is payable with the deposit at the time of booking. In the event of cancellation, the premium is not refundable.

TRANSFERRING OF BOOKINGS

If you are unable to travel, in certain circumstances, which we consider reasonable, we may allow you to transfer your booking to another party. However the arrangements must remain exactly the same, and will only be allowed if all suppliers, for example airlines and hotels, are prepared to accept the transfer. In cases where a transfer is allowed, an administration charge of £50 per person outside eight weeks of departure, and £100 per person inside eight weeks, will be made plus any charges that may be levied by suppliers.

IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst on holiday, you must bring it to the attention of the Fairway Golf Holidays Representative and Hotel Management who will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but to write a letter of complaint upon return. However, should a problem remain unsolved, a complaint should be made in writing to Fairway Golf Holidays within 7 days of completion of holiday.

OUR COMMITMENT TO YOU

PROVIDING YOUR HOLIDAY

Your contract is with Fairway Golf Holidays. We will arrange to provide you with the various services, which form part of the holiday you book with us.

STANDARD GUARANTEE

The price of your holiday is subject to surcharges on the following items: Government action, currency, aircraft fuel, over-flying charges, airport charges and increases in scheduled airfares. Even in this case, we will absorb an amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment charges. Only amounts in excess of this 2% will be surcharged.

If this means paying more than 15% on the holiday price, you will be entitled to cancel with a full refund except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice or, subject to availability, you may transfer your booking to an alternative holiday without paying the amendment fee. We guarantee no surcharges for any reason within 30 days of the departure date. In return, no refund will be made if the pound increases in value against foreign currency. The balance invoice will incorporate any airfare, currency or other surcharges, which were not known at the date when you booked your holiday.

IF WE CHANGE YOUR HOLIDAY BEFORE YOUR DEPARTURE

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking. However, we plan arrangements a long time in advance of your holiday, and use the services of independent suppliers such as airlines, hotels etc, over whom we have no direct control. Therefore flight times and carriers on the website are given for guidance only. It is therefore the case that, on occasions, changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, if we consider them a MAJOR CHANGE we will endeavour to advise you before you depart. We consider a MAJOR CHANGE to be one where there has been a significant change of resort, a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, and a change of departure airport, (except between London airports). In the case of your being advised of a MAJOR CHANGE before you depart we will provide you with 3 options:

Accept the alternative offered, together with compensation that may apply on the scale shown below. (Provided full payment has been received by us).

Purchase another available holiday from us at the brochure price; again compensation on the scale shown below will apply. (Provided full payment has been received by us).

Cancel your holiday, in which case a full refund of all monies paid will be made, though no compensation will be payable.

Compensation per person:

More than 42 days Nil

29 - 41 days £10

15 - 28 days £15

0 - 14 days £20

IMPORTANT NOTE

We will not pay any compensation for changes, which arise as a result of situations outside our control. For example, technical or maintenance problems with transport, changes imposed by airlines, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity. We have included information on Airlines used and, as far as possible, the aircraft type. Where this information is not included it is because we do not have it at the time of publication.

IF WE CHANGE YOUR HOLIDAY ACCOMMODATION WHILST IN RESORT

We do not control the day to day management of your accommodation, and it is possible that we may be advised that the reserved accommodation is not available when you arrive at your resort. If this happens, we will endeavour to provide accommodation of at least the same standard in the same area. If only accommodation of a lower standard is available, we will refund the difference of the brochure price between the accommodation booked and that available, and will pay £20 per person for any inconvenience.

IF WE CANCEL YOUR HOLIDAY

We reserve right to cancel your holiday for any reason. However we will not cancel your holiday within 8 weeks of departure unless it is for a reason outside our control (see IMPORTANT NOTE). If we have to cancel your holiday we will offer you either: An alternative holiday of comparable type, though if the alternative offered is at additional cost, the difference will be payable by you. A full refund of all monies paid. The above offers will not apply where the cancellation by us arises out of non-payment or late payment on any part of the cost of your holiday, or for alterations requested by you within 70 days of departure, when cancellation charges will apply.

OUR COMMITMENT TO YOU FOR YOUR HOLIDAY ARRANGEMENTS

Fairway Golf Holidays is fully bonded with the Civil Aviation Authority and has an ATOL licence No. 9938. All monies paid by you are therefore fully secured. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. Further we will accept liability for any negligent act or omission of our suppliers, who may operate elements of your holiday arrangements, including any claim involving death, personal injury or illness. In respect of carriage by air, sea and rail, and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions. It is important to note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit liability

PASSPORTS/VACCINATIONS

A Full 10 Year British Passport is required. For non-British passport holders and for British Passports endorsed in any way, requirements should be checked with the relevant embassy. We recommend you ensure that you have 6 months validity (after return) on your passport. Visas are required for certain countries, e.g. Turkey requires a three-month visa, which cost £10.00 Sterling for UK Citizens, which is purchased on entry into the country. At the time of publication, vaccinations are not required, however we recommend you contact your GP or one of the specialist vaccination centres to check this information and whether other inoculations are necessary.

BAGGAGE

Temporary or permanent loss of baggage is the responsibility of the passengers or the carrier unless the loss occurs through negligence of Fairway Golf Holidays