

BOOKING CONDITIONS



1. All Arcturus holiday bookings are made with Far Frontiers Travel Ltd (Air Travel Organiser's Licence number 9270) and are accepted after receipt by Far Frontiers Travel Ltd of the completed Booking Form and deposit (required amount will be advised at time of booking) and after confirmation of the booking has been sent to you. This deposit is non-refundable.
2. The balance of the price of your holiday must be paid at least eight weeks before departure date. In some cases we will ask for the balance up to 150 days before departure and in some cases once paid, the balance is none refundable. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges set out below.
3. If, after confirmation has been issued, you wish to make alterations to your holiday, we will do our utmost to make the changes, provided that notification is received at our offices at least eight weeks before departure. This must be accompanied by a payment of £45 to cover administration costs. These charges will be payable whether or not Far Frontiers Travel Ltd or Arcturus is successful in confirming the amended reservations. Any alteration by you within eight weeks of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges set out below.
4. You, as a member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing. Written cancellations are effective from the day they are received by Arcturus or Far Frontiers Travel Ltd. As this incurs administrative costs we will retain your deposit. In addition where balances paid may be partially refunded we will apply cancellation charges as shown below.

Period before departure within which written cancellation is received:	Sum of cancellation charge shown as a percentage of total invoice:
179 - 119 days before departure	50%
120 days and less	100%
5. Holidays are based on air travel London back to London on the dates specified. No reductions or refunds can be made for unused tickets in either/ both directions.
6. Group tours are costed on a minimum number of passengers travelling together. If this minimum level is not reached we will either cancel the departure and offer a refund in full or, subject to passengers' agreement, we will operate the holiday at the necessary supplement.
7. Arcturus and Far Frontiers Travel Ltd acts only as agents for the owners of accommodation and services provided, for all carriers by air or otherwise and for road transport proprietors. All bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.
8. Neither Arcturus, Far Frontiers Travel Ltd nor the owners of the services provided will entertain any complaint unless written notice is given to us within 14 days of the end of the holiday.
9. Bookings are accepted subject to the services being available. All prices or other charges are based on prevailing costs as indicated in our literature. After booking, the holiday price may still be subject to surcharges in certain limited circumstances such as increase in transport costs, aviation/ shipping or other fuel dues or local government taxes imposed upon us, which we are bound to pass on to you. We may ask for early payment to avoid such increases. If, at the date of the account of the balance becoming payable by the passenger, the price has increased by more than 20% of the price of the holiday, the passenger will be entitled to cancel the booking upon giving prompt written notice without loss of deposit.
10. In the event of adverse movements in the rate of exchange between the £ sterling and any relevant foreign currency, the passenger shall pay a surcharge calculated on the direct extra cost to Arcturus or Far Frontiers Travel Ltd as a result of that change. An account showing the surcharge will be despatched to the passenger not later than six weeks before departure date.
11. Neither Arcturus, Far Frontiers Travel Ltd nor the proprietors of any accommodation or service provided shall be under any liability for any inconvenience, damage, loss, accident, delay or accidental expense howsoever caused, occasioned to, or incurred by any other passenger or any other person due to circumstances beyond their control. Furthermore any activities or trips not included within the pre-booked and paid for itinerary are undertaken entirely at your own risk. Appropriate personal protective equipment must be worn by all persons partaking in horse riding or mountain biking activities arranged by Arcturus.
12. Medical examinations, vaccinations, obtaining visas and other preliminary arrangements are entirely your responsibility. Arcturus and Far Frontiers Travel Ltd accepts no responsibility in the event that these are not completed in time for departure.
13. Arcturus and Far Frontiers Travel Ltd cannot be held responsible for any loss, damage or accident to any luggage and property. They are at all times carried at their owner's risk, even when carried by porters or pack animals.
14. While Arcturus and Far Frontiers Travel Ltd will use its best endeavours for your comfort and enjoyment, it reserves the right at any time to modify or cancel without prior notice the tour, itinerary, travel arrangements or accommodation if affected by unforeseen circumstances. At this, no liability whatsoever shall fall on Arcturus or Far Frontiers Travel Ltd.
15. The outline itineraries given for our trips must be taken as an indication of what each group hopes to achieve and not as a contractual obligation on the part of Arcturus or Far Frontiers Travel Ltd. It is a necessary condition of your joining any of our holidays that you accept this flexibility and that you also accept that we cannot be held responsible for delays or alterations in the programme, or for expenses incurred owing to international or domestic flight cancellations, war, threat of war, riots, civil strife, strikes, local regulations, sickness, quarantine, terrorist activity, political closures and disputes, natural disasters, weather conditions, fire, technical transport problems or other circumstances amounting to force majeure and/or acts of God. You will be responsible for any such expenses incurred which, depending on the circumstances, may be recoverable on your insurance.
16. All baggage and personal effects are at all times at the client's risk.
17. Any claims/ dispute of any nature arising under/or in relation to the contract shall be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory re-enactment.
18. The leader, in conjunction with the appointed doctor if applicable, has the right to disqualify any passenger at any time during the course of the holiday if considered necessary for the medical well being or safety of the individual or the group without the right to any refund. The decision of the leader who represents Arcturus and Far Frontiers Travel Ltd as to the conduct, itinerary, and objectives of the tour is final.
19. Because the majority of our holidays are individually tailored, it is not possible to include information in our brochure on the destination airport, airline operator and aircraft type to be used. The information will be given on the confirmation invoice and customers may cancel their contract, without penalty, in the event of any change of destination airport, airline operator or aircraft type.
20. YOUR FINANCIAL PROTECTION: 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. 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.

The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.
21. Customers' prepayments are protected by a topp policy. Worldwide customers' prepayments for non flight inclusive packages will be reimbursed, subject to the terms and conditions of the topp policy. In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request from your travel organiser. This policy is provided by Travel & General Insurance Services Limited (tagis), registered number 02527363 and underwritten by International Insurance Company of Hannover se (Inter Hannover), registered number SE000081. tagis and Inter Hannover are authorised and regulated by the Financial Conduct Authority.
22. YOUR PRIVACY. In booking this holiday you have read and understood our Privacy Policy on our website. You accept that we need to collect and hold data about you and members of your party and you consent to this. This information may be retained afterwards for possible future bookings unless you request otherwise.

V09 23.05.18.

ARCTURUS

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