

Summer 2018 Terms and Conditions

Edition 1.0 – Last updated 24 January 2018

Customers are advised and are responsible for reading the 'Booking Conditions', 'General Conditions' and 'Holiday information' sections as all holidays are sold subject to these conditions.

Flight Information

If you are travelling on our charter flights to Bulgaria, you can add on any of the following services:

PRE-BOOK YOUR AIRCRAFT SEATING

If you pre-book your seating at a cost of £10.00 per adult (£5.00 for children aged 2 - 11) you will be guaranteed that you can sit together. This service is available on our charter flights to Bulgaria only, and must be booked at least 8 days before departure. You will be informed of your seat number on arrival at check-in. Please note seats reserved may be across the aisle. Subject to availability specific seats may be reserved at £15 per adult, & £10 per child, and front row seats are £20 per adult only.

EXTRA LEGROOM & EMERGENCY EXIT SEATS

You can reserve extra legroom seats from £30.00 return per person. Some extra front row legroom seats are adjacent to the emergency exits. It is a Civil Aviation Authority requirement that customers aged 18 years and over occupy these seats. For safety reasons, these are only available to passengers who are able bodied and of suitable size. Extension seatbelts cannot be provided on emergency exit rows. You must have no medical conditions and, in the opinion of the cabin crew or check-in staff, have the strength and full mobility to open the emergency exit door. Only a limited number of extra legroom seats are available, which can be booked at least 4 weeks prior to departure (valid on charter flights to Bulgaria only).

GOLF CLUBS & BIKE CARRIAGE

If you are planning to take your golf clubs or bike with you on holiday, it is advisable to pre-book "Golf Club & Bike Carriage" in order to secure the best price and guarantee your carriage, as there is only a limited space on the aircraft. Golf Club Carriage = £25 per set of clubs (return); Bike Carriage = £40.00 per bike (return). These are available to book anytime but no less than 3 days before your departure.

FLIGHT ONLY BAGGAGE

Passengers making a flight only booking will not have a luggage allowance added to the booking. This is an optional extra that can be added during the booking process at a cost of £20 per sector per bag.

EXCESS BAGGAGE

The charges for extra kilos for your luggage allowance at the airport can be high. Therefore, if you are concerned about going over your standard checked in allowance of 20kg you can always pre-book an additional allowance of "Excess Baggage". 5 kg extra allowance is £20.00, 10 kg extra allowance is £40.00. It is available to book anytime but no less than 3 days before your departure.

CHECK-IN

Avoid big queues at the airport and get to the check-in on time. You must get to the airport at least 2 hours before your flight is due to leave. If you don't, the airline could refuse to take you and you will be responsible for any alternative travel arrangements.

PREGNANCY

Airline Regulations state that women 28 weeks or more into pregnancy at the time of return travel must have a medical certificate of fitness to travel. Normally after 32 weeks permission to travel is refused.

LUGGAGE

On most flights advertised in this brochure the allowance per person is (excluding flight only bookings and infants) hold luggage up to 15-20 kg (certain carriers restricted to 1 piece), infants 10 kg on BH Air charter flights to Bulgaria only, hand luggage - 1 piece weighing up to 5 kg, confirm luggage allowances at time of booking. We cannot guarantee we will be able to transfer wind-surfs, bicycles, surfboards or other oversized and unconventional luggage to your accommodation. Please make your own arrangements for this or call our reservations department at least 2 weeks before departure to check if the airline will accept the equipment. You should also have insurance for these items and pay the excess luggage charged by the airline. Airlines have strict rules on carrying certain items on the aircraft.

All hand baggage will be x-rayed at the airports, so if you have any odd shaped items, scissors, penknives or toy guns for example, or any sharp objects such as dart or metal nail files, expect to have your bag examined and those items confiscated. Films and camera equipment are safe in hand luggage, but not in the bag you check into the hold.

LOST & DAMAGED LUGGAGE

In the unlikely event that your luggage is lost, damaged or interfered with whilst in transit with the airline, it is important that you obtain and fill out a PIR (Property Irregularity Report) form BEFORE you leave the airport building. You should take a copy of this for your records. You will also need to keep your airline tickets and the luggage sticker received at the check-in desk. If you fail to obtain a PIR form, the airline will not accept responsibility for any loss or damage and insurers may not accept a subsequent claim. Please contact the airline within 7 days of your return to make a claim. Terms of the carrier will be applicable.

FLIGHT DELAYS

Unfortunately flight delays do sometimes occur, these are beyond our control and as a tour operator we cannot accept liability for any expenses incurred as a result. Under EU Law you are entitled to some compensation from the airline in certain cases, e.g. denied boarding or cancellation, full details will be available at EU airports. Please note however that you are not entitled to a full refund of your holiday cost from us in these circumstances. In the event of a flight delay, it is the responsibility of your airline, and not your tour operator, to keep you informed and to provide you with meals and refreshments in accordance with EU Regulations (copies are available at the airline counter), and subject to operational suitability. Further, in the case of an extended delay, it is the responsibility of the airline, and not your tour operator, to make arrangements for overnight accommodation, subject to availability and operational feasibility. The above is without prejudice to your rights against the airline under the European Denied Boarding Regulations 261/2004.

AIRPORT SERVICES

Servisair's Executive Lounge offers a welcome refuge from airport crowds. A complimentary bar and beverage service is provided with a full range of quality newspapers and magazines, all served by impeccably uniformed staff. This exclusive package is available at selected airports at the bargain price of £20.00 per person. This service is not available to children. Please contact our Reservations Department for more information.

ABC HOLIDAY EXTRAS

ABC Holiday Extras offer overnight accommodation and airport parking for the duration of your holiday. Prices for hotels and parking are available on request (these services are subject to availability and confirmation at the time of booking and are subject to ABC Holiday Extras booking conditions). Please contact ABC on 0870 844 4000, quoting ref. no. HX258.

DEEP VEIN THROMBOSIS

It is well known that long periods of immobility can contribute to the condition of Deep Vein Thrombosis (DVT). There are a few simple steps you can take to reduce susceptibility; drink plenty of water, take on minimal alcohol and move around as much as possible during the flight by doing simple foot and leg exercises. For more information, please see your "Summer Holiday Guide" enclosed with your travel documents.

FLIGHT TIMINGS & ROUTES

Flight timings, routings and airlines are only provisional and may be changed. Any changes will be notified to you prior to your departure. Actual flight details will be shown on your tickets. Your tickets will be sent via email or in the post, depending on your indicated preference at the time of booking. It is your responsibility to ensure that the email address on your booking is correct. If departure is less than 10 days tickets will be sent first class, for departures more than 10 days tickets will be sent second class.

Holiday Information

WHAT OUR PACKAGE HOLIDAY PRICES INCLUDE

- Air and coach travel to and from the resorts as detailed.
- Coach transfers require a minimum number of passengers to operate, there may be a supplement if the minimum number is not reached or we may need to combine transfers for flights with similar schedule. Coach transfer times are the actual journey time.
- A luggage allowance per person (excluding infants) is: Hold luggage up to 15-20 kg (certain carriers restricted to 1 piece), infants 10 kg on BH Air charter flights to Bulgaria only, hand luggage - 1 piece weighing up to 5 kg, allowances confirmed at the time of booking.
- Accommodation and meals as described.
- All known current airport and security charges.
- Services of local representative or agent at holiday centres (clients booked for accommodation only or hotels presented on the website will not receive a visit).

NOT INCLUDED IN OUR PACKAGE HOLIDAY PRICES

- Transportation between your home and the UK airports, portage to and from check-in desks at the airports and the holiday hotels.
- The cost of personal items such as laundry, drinks, telephone calls and minibar unless stated.
- Costs of visas where required (for non-British citizens - see further details on this page).
- Holiday insurance.
- In-flight meals on most of our flights.
- Use of the air-conditioning in certain hotels.

- Use of sunbeds, parasols and other facilities in the hotel, around the swimming pools and on the beach unless otherwise specified.
- Use of safety deposit boxes in hotels unless otherwise specified.
- Use of local resort's transport unless otherwise specified.
- Charges made for collection of tickets at your departure airport.
- Supplements resulting from current unknown taxes and costs, if applicable at the time of your booking.
- Cost of damages to apartments and hotels.
- Car hire.
- Airport parking.
- VIP airport lounge.

EXTRAS TO PAY

The following facilities will usually incur a local charge unless otherwise stated in the hotel descriptions: Baby-sitting, use of swimming pools, water slides, sunbeds and parasols, table tennis, pool tables, health centres, safety deposit boxes, entry to discos/night clubs, use of a gym/sauna, etc. In addition, there is usually a small charge to pay for all public toilets, even those located in hotels. Some hotels offer beach / pool towels against a refundable deposit.

HOLIDAY EXTRAS

We offer our clients the possibility to pre-book holiday extras such as airport parking, VIP airport lounges, and car-hire. The holiday extras which we offer can only be booked separate to the holiday package, and are not included in the package holiday arrangement.

ACCOMMODATION

Balkan Holidays categories:

All hotels in the brochure have been given a Balkan Holidays rating. This is based on our company knowledge only, so please do not compare it with other countries such as Spain or Britain as our destinations are totally different. Our references allow you to pick the best hotel to suit your needs and budget.



Basic and no-frills, but good value for money. You will not have a TV or phone, rooms and bathrooms will be small. Perfect for the value-conscious holiday-maker who spends the day out and about. Only a few hotels have swimming pools.



Standard accommodation with in-house facilities. Rooms generally have both TV and phones. Please read through descriptions carefully, as some properties have better rooms with fewer facilities, and vice-versa. Most hotels will offer the use of a swimming pool.



Modern, large hotels with lots of facilities. Rooms and bathrooms are spacious and well equipped. If comfort and convenience are important, then go for this standard of accommodation!



As the category suggests, these hotels offer excellent service and luxurious accommodation with a superb range of facilities. Certain hotels fall between two categories; here, we have added a PLUS to aid your decision making.

Apartments

All apartments featured have a kitchenette with hot plates or microwave and fridge. The bedrooms usually have a double bed and the extra beds are usually of a sofa type in the living room. In some studio apartments the bed may be of sofa type. Baby cots are not available in most of the apartments. Some apartments require a holding deposit upon arrival, which will be refunded in full at check-out, minus the cost of any breakages that may occur during your holiday.

Exclusive for Balkan Holiday customers from the UK

Package holidays from the UK in these hotels are available only with Balkan Holidays.

Check-in / Check-out

Checking in and checking out times vary slightly from resort to resort, but generally are as follows: check in from 14:00 (on occasions it may be later); check out on the last day of your holiday is 10:00 in apartments and midday in hotels. In some cases you may have to wait to access your accommodation depending on your flight arrival time or have several hours before your homeward flight departs. Wherever possible a room will be made available for changing and storing luggage. Sometimes a hotel may let you keep your room (arrange in resort) at local charge. This is not normally possible with apartments.

Bathrooms

A typical bathroom in our destinations is small and consists of a toilet, a basin and a shower with no curtain or tray, and a central drain in the floor. This is normal! If you need a larger bathroom this may be available at a 4 or 5 star properties and booking a room with a bath (there is always shower over the bath).

Lifts

If a hotel offers lift facilities, be aware that it may be withdrawn from time to time for essential maintenance work. Please note that the withdrawal of such facilities is outside of our direct control. Many lifts offered may commence on a floor other than ground level and may be reached by stairs.

Dress Code

Please note that men are expected to wear long trousers in the hotel restaurants during the evening. This applies to all hotels in our brochure.

ALLOCATION ON ARRIVAL

'Allocation on arrival' means the accommodation will be provided in a resort/property anywhere within the particular holiday region stated which may not necessarily be featured in our brochure. The prices for this type of holiday are valid at the time of booking only and are subject to availability. Changing your accommodation in resort is subject to the current brochure price, availability and the relevant administration / cancellation charge.

Balkan Holidays cannot guarantee a particular resort, property or extra facilities such as a swimming pool, prior to departure from the UK. Where provided, the Balkan Holidays invoice must always be taken on the holiday.

HOTEL MEALS

The board arrangement for each hotel or holiday is clearly shown in the hotel description. Bed and breakfast denotes bed and continental breakfast usually from a buffet selection. Half board denotes breakfast and evening meal only; full board denotes breakfast, lunch and evening meal only. All Inclusive denotes breakfast, lunch, dinner including local alcoholic and non-alcoholic

drinks. Meal times and bars opening times may change. All Inclusive Light may not include drinks outside main meals. All Inclusive Ultra may also include international drinks, more entertainment and free facilities. Diet drinks are not included in all-inclusive packages. See the All Inclusive and/or hotel entertainment package on the relevant hotel page for further details. In most hotels all meals are served buffet style. Please note however that our suppliers reserve the right to change the meal basis from buffet style to table service or vice versa. Please note that meals served as part of the holiday package will be local cuisine. The choice of meals for vegetarians or those requiring other special diets is very limited, usually restricted to salads and omelettes. Special meals on the aircraft may not be provided by all carriers. If a special diet is essential for you, we may have to decline your booking. Please also remember that meals for infants are paid for locally.

HEALTH MATTERS

Your Safety - we have taken all reasonable care to make sure all aspects of your holiday runs smoothly and your safety and welfare whilst you are on holiday is no exception. We endeavour to make sure your accommodation and other services are provided by reputable suppliers. These suppliers should follow the local and national laws and regulations of the country where they are provided. However, please be aware that overseas standards regarding safety and hygiene are generally lower than those you expect in the UK. The elderly, pregnant women and those travelling with infants should take extra care. It's worth remembering, that mild stomach upsets are often caused by a change of environment, and not necessarily by local hygiene or food preparation standards. With this said, we are working continually to maintain and improve these standards in all our destinations.

Hot climates can attract different types of insects to those in the UK do not be surprised to find some insects in and around your accommodation. This should not cause a problem but we would advise you to reduce the risk of insect bites by using repellents and covering up at night. A "[Summer Holiday Guide](#)" is downloadable and available upon request; please take a few moments to read this essential information.

Vaccinations

Vaccination requirements can change without notice, so, wherever you are travelling to, we recommend you check the most up to date information available to you. This information can be obtained through your local GP. Please be aware, some inoculations or precautions, although not always compulsory, may be advisable. Useful travel information can be found at www.gov.uk or telephone 0207 008 1500. Please seek advice from your local GP regarding the following recommendations.

- Bulgaria: Vaccinations for Typhoid and Hepatitis A are recommended.
- Croatia: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited.
- Montenegro: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited.
- Slovenia: Vaccinations for Typhoid and Hepatitis A are recommended depending on area visited. Tick-borne encephalitis is present in forest areas.

Accommodation Safety

On arrival at your accommodation, please take time to familiarise yourself with the layout of the property. Take particular notice of the fire safety instructions and emergency procedures. These should be posted at reception or in your room. If these are not present, please ask at reception.

Swimming Pool & Beach Safety

In most destinations, it is not a requirement to have a dedicated lifeguard in your holiday accommodation. It is therefore important that you and your party take the time to familiarise yourselves with the pool and pool area. We ask that you are extra vigilant when travelling with children and that they are accompanied by an adult at all times whilst swimming.

Flag warning systems may be in operation on some beaches. Please take a moment to familiarise yourself with local regulations and swimming conditions.

Children's Safety

Balconies, lifts and swimming pools are just some of the areas accidents can occur when children are not properly supervised. We take every reasonable care to make sure standards are as high as possible; however, before using any facilities provided for children, i.e. cots, we ask that you satisfy yourself that they are in good condition and up to the safety standards you would expect.

Personal Safety

Although crime rates are low, as with any destination, tourists need to be extra vigilant when venturing into resort. This is most important in areas where large crowds of people may gather, such as, markets and bazaars. Remember to keep valuables out of sight, or better still, most hotels will offer a safety deposit box for your peace of mind.

Excursion Safety

We take all reasonable care in the selection of our excursion providers and work closely with reputable excursion providers to make sure the excursion we offer are safe and enjoyable.

Should you choose to organise your own excursions or activities you should satisfy yourself that your insurance, that of the supplier, legal cover and safety standards are adequate before taking part.

FCO Advice

The Foreign and Commonwealth Office offer the most up to date travel information available. If you have any concerns about the area which you are travelling to, latest notifications can be checked by calling 02070081500 or on <http://www.fco.gov.uk/knowbeforeyougo>.

PASSPORTS, VISAS & TRAVEL ADVICE

Every passenger will need a valid 10 year British passport. For travel to Bulgaria, Slovenia and Romania for stays of up to 3 months your passport should be valid for the proposed duration of your stay; you do not need any additional period of validity on your passport beyond this. For travel to Croatia and Montenegro your passport should be valid for the proposed duration of your stay; no additional period of validity beyond this is required. It is a customer's responsibility to be in possession of a full 10 year valid passport and necessary visas.

Balkan Holidays or your airline, may refuse you travel if you do not have the correct documents. Your passport and travel documents must be intact and you may not be able to travel if they are damaged.

Information in this section is valid for British citizens only. Non British citizens should consult the Embassy of your destination country to check whether a visa is required. Some countries apply different rules: Clients holding British subject passports should also contact the Embassy of their destination country for visa information.

If you need to apply for a new or replacement passport, be sure to leave plenty of time for the passport office to process your application: there can be delays a busy travel times. The name

on the passport must match the name on the ticket. If the passport and ticket does not match, you may not be able to travel and your insurance policy may be invalid. It is not necessary to obtain visas before departure on these pre-booked inclusive holidays, but you should take your holiday confirmation invoice with you in case the reason for your visit is requested at the airport on arrival. Visas may be required for persons booked through our independent Travel Department; please ask our agent at the time of booking.

Bulgaria - you will need to complete an immigration card upon arrival giving details of your stay and your place of residence whilst in Bulgaria. You will receive the card on arrival. If you book accommodation with us or have arranged your own accommodation at a hotel, your hotelier should stamp your immigration card and submit it to the local police station on your behalf. If you book a flight only to Bulgaria and you are staying in private accommodation, eg. with friends and family you are required to submit the immigration card to the local police station yourself upon your arrival. Failure to do so may result in a fine.

Passports for children

All passengers, including new born babies need their own individual passports to travel to all our featured destinations. For further information please contact the UK passport office on 08705 210 410. The Foreign & Commonwealth office produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. For further information please call 0870 606 0290 or visit www.fco.gov.uk/knowbeforeyougo. Alternatively you can contact ABTA's Travel Information line on 0901 201 5050 (calls are charged at 50 pence per minute).

COMPREHENSIVE INSURANCE

Travel insurance is essential when travelling with us. This can be booked through us or with another company. If you choose another insurance policy, please ensure that the cover is at least equivalent to that offered by us.

INSURANCE CLAIMS

Please note that all claims should be directed to the holiday insurers and not to Balkan Holidays.

DISABLED HOLIDAYMAKERS

We are not a specialist disabled company but we will do our utmost to honour any special requirements you may have. Before making a booking we will need to know if you have any medical/physical mobility needs which might affect how and if we can deliver all your chosen holiday services. These needs may affect your flight, transfers or the suitability of your chosen accommodation or other aspects of your holiday. We would therefore ask that you submit any special needs/requirements to us in writing before making any reservation. A checklist for the disabled and less mobile passengers can be obtained by contacting us directly and will need to be completed and signed by you before your booking can proceed. Please note that completion of this form will not guarantee your needs will be met. It will however enable us to check the suitability of your chosen holiday with our resort staff based on the information supplied by you. We cannot be held liable if you fail to tell us about special requirements that may affect the quality of your holiday. Further, we would mention that some hotels allow access for partially disabled guests, although the bathroom doors are generally narrower than a standard wheelchair and there may be a number of steps between the hotels and the beach. In addition, motorised wheelchairs and scooters may be subject to a surcharge. This is at the discretion of the airline. Wheelchair assistance must be pre-booked at least 48 hours before departure (not counting the day of travel). If you fail to pre-book your wheelchair assistance, we reserve the right to refuse travel.

RESORT DEVELOPMENT

Construction works and noise are almost unavoidable in certain developing resorts. Unfortunately such developments are not under our control. It is possible that there may be building work in the vicinity of your holiday accommodation, or in the resort area. As is the custom, work may start early in the day. Unfortunately, it is not always possible to foresee the nature and extent of such work, so please bear with us over these problems, as after all they are being done for the ultimate benefit of holidaymakers. If we are informed of any building works at or close to your accommodation that may affect the enjoyment of your holiday, we will do our best to forewarn about it prior to your departure. Please note that such works may not be carried out by the providers of accommodation featured in our brochure, and may be outside of their control. We would urge you to read the resort and hotel descriptions carefully to identify sources of noise which exist or might expect to exist, i.e. roads, bars, discos etc. However, it is impossible to predict noise created by individuals, machinery or traffic, i.e. temporary noise disturbances. Live music/noise from bars which are adjacent or part of any properties we feature may extend their opening hours and opening times may differ from these published.

In some resorts, the provision of roads, power and water supplies etc. does not always keep pace with the demands of rapid tourist development, so you may experience power cuts or problems with, for example, plumbing or drainage. In addition, during prolonged periods of hot weather the resort authorities sometimes find it necessary to conserve water supplies by implementing a 'regime' with intermittent interruptions to supply. However, they always do their best to give advance notice of such interruptions and minimise inconvenience to holidaymakers.

EARLY AND LATE SEASON HOLIDAYS

Our prices show especially good holiday value early and late in the season. However, as you'd expect, not all hotels, resort facilities (particularly beach facilities) swimming pools, restaurants, night clubs and children's activities may be available at these times. Local suppliers reserve the right, subject to weather and visitors in resort, to either withdraw or reduce the services provided. This could be due to cleaning, renovation or as a result of local conditions and Balkan Holidays cannot be held responsible. Please also note that alternative hotels (of the same category to those booked or higher) may be provided without notice when the resorts are not full or on occasion at other times.

Booking Conditions

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Balkan Holidays Limited. The contract may be one in which we act as an agent or a principal. That will depend upon, and our obligations to you will vary depending upon, whether your booking is a package holiday organised by Balkan Holidays Limited (as defined below) or a single components' holiday (as defined below); the differing obligations are set out below in three separate sections. When we refer to a 'Package Holiday' in these conditions, this is defined by the Package Travel, Package Holidays and Package Tours Regulations 1992.

Section A

Contains the website conditions which will apply only where Balkan Holidays Limited has arranged a Package Holiday. These bookings will be referred to on our website as Package Holidays.

Section B

Contains the website booking conditions which apply principally to all non-Package bookings, i.e., bookings which are made up of single-component holidays.

Section C

There are certain terms that apply to any type of booking and these are set out in Section C.

SECTION A. THE PACKAGE HOLIDAY

The terms set out below, together with the terms set out in Section C, apply when we have arranged a Package Holiday for you.

A1. MAKING A BOOKING AND PAYMENT

At the time of booking you are expected to pay either a deposit, if your booking is made more than 8 weeks before departure or the full cost of the holiday if you book within 8 weeks of departure, plus insurance premium if required. The value of the deposit will be up to £140 per person for all holidays, with the exception of those travelling on most scheduled flights, when the deposit will be increased depending on the airline and will vary by departure. The deposit is required for all persons two years of age and over at the time of return from the holiday; no deposit is payable for infants. You must confirm your acceptance of our Booking Conditions and Holiday Information on behalf of yourself and all members of your party. We will then issue a confirmation invoice whereby a contract exists between us and all conditions become binding to us both. If you book through one of our authorized travel agents, all money paid to the agent in respect of a contract with an ATOL holder is at all times held by the agent on behalf of the ATOL holder. Your contract with Balkan Holidays is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales. The person making the booking not only guarantees payment to us of the total cost of the holiday booked, but does so on behalf of and with the consent of all persons for whom the booking is completed. The balance of the holiday cost must be paid no later than 8 weeks before departure. If the deposit or balance is not received by the due date, we reserve the right to treat the booking as cancelled by you and levy cancellation charges as laid out under condition number 3. Your contract is with Balkan Holidays Ltd., trading as Balkan Holidays, a member of ABTA (Member No. V089X) and licensed by the Civil Aviation Authority (ATOL No. 0252). If the price shown on the invoice is incorrect, compared to the applicable price, this will be deemed a mistake, and the booking will be invalid. We will be entitled to cancel the booking and re-invoice at the correct brochure price, if your booking was made more than 56 days before departure. We will have the right to rectify any mistakes up to 50 days before departure. If your booking was made less than 56 days before departure, we will have the right to do so up to 14 days before departure.

A2. Financial Protection

We provide full financial protection for our package holidays and flights, by way of our Air Travel Organiser's Licence number 0252. In the unlikely event of our 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. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't 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 (after prior agreement from the CAA) 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).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are

financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

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.

A3. Price Changes

The prices featured in our website brochure apply. Please note that Balkan Holidays reserves the right to alter the prices of any of the holidays shown in our website brochure. The price of your holiday arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' for Apr 2017 in relation to the following currencies: Euro. Prices in our website brochure are offered per person, based on two adults sharing a room. Extras and supplements for regional UK departure airports, infants, single occupancy, extra week/night (subject to availability at our discretion), sea view, car hire, late booking fee (where applicable), pre-booked aircraft seating etc., should be added to the cost. Please note the extras referred to above, do not include extras which incur a local charge payable in resort (please refer to our brochure's Holiday Information 'Extras to Pay' section). Changes in 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 and exchange rates 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, plus administration charge of £1.00 per person together with an amount to cover agents' commission. 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, 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 exercise your right to do so within 14 days from the issue dates 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.

A4. Changes Made By You Before Your Date of Departure

Should you wish to alter any part of your holiday arrangements please inform us in writing and confirm receipt.

You must ensure all names and details are entered correctly at the time of booking. You will receive an invoice once your booking is confirmed and must contact us straight away if there is

something that you need to correct, or if you don't receive an invoice within 7 days of confirming your booking.

Amendments to correct passenger name misspelling will be free of charge within 14 days of booking if there are more than 35 days until your departure date. If there are 35 days or less to your departure date you must correct misspelling within 2 days of booking to avoid being charged an amendment fee.

We charge an 'Amendment Fee' for each detail of your booking we allow you to change, please see the table below. Please note that major changes, including but not limited to, travelling later than planned, changes which lower the basic price of your holiday and changes which result in your holiday ceasing to be a Package Holiday will be treated as a cancellation and incur the appropriate charges in line with section A5.

Please note that scheduled, certain charter and all of the no-frills airlines do not permit changes for any reason. Such changes will result in you being charged the full cost of the flight and may be subject to space being available for a new reservation. Additionally, you will also have to pay any extra costs that the airline passes onto us, as well as the appropriate name change fee. Re-issued e-tickets are charged at £15 per person.

When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the date you make the change. These prices may not be the same as when you first made your booking. Some of the accommodation is priced according to the number of people staying there. If your party size changes, we will recalculate your booking cost based on the new number of people going. If fewer people share the accommodation then the price per person may go up. This extra cost isn't a cancellation charge and isn't normally covered by insurance.

All amendments and name changes must be made in writing to Balkan Holidays and the charges will depend on the date written notification is received by us.

Days of departure*	57 or more	56 to 36	35 to 22	21 to 15	14 to 0
Amendments					
Name correction (title, spelling mistake)	No charge	£25.00 per person	£25.00 per person	£25.00 per person	£25.00 per person
Replacing of existing name	£50.00 per person	£50.00 per person	£50.00 per person	£50.00 per person	Cancellation (100%)
Pre-bookable extras	£15.00 per change	£20.00 per change	Cancellation (100%)	Cancellation (100%)	Cancellation (100%)
Room type or board basis	No charge	No charge	No charge	£15	£15
To change accommodation airport, holiday duration and/or to travel earlier than planned	£15	£30	£50	Cancellation (90%)	Cancellation (100%)
To travel later than planned	Loss of deposit	Cancellation (30%)	Cancellation (50%)	Cancellation (90%)	Cancellation (100%)

* Not counting the day of travel

† Not applicable for scheduled & low cost airline tickets. Please call our reservations department for more details.

Note: If two or more components are changing the highest charge will apply. If all names change on a booking, then cancellation charges as shown in condition 3 will apply. When the amendment is made within 29 days of departure the appropriate cancellation charges will be levied in all cases.

Please note that the scheduled, certain charter and all of the no-frills airlines will not permit changes for any reason. Such changes will result in you being charged the full cost of the flight and may be subject to space being available for a new reservation. Additionally, you will also have to pay any extra costs that the airline passes onto us, as well as the appropriate name change fee as stated in the table above. Re-issued e-tickets are charged at £15 per person.

A5. Cancellation By You

If you amend or cancel your holiday or part of it, deposits cannot be transferred to another season. Insurance premium and amendment charges are not refundable.

Any cancellation should be notified by recorded delivery letter, by e-mail or by fax. We can accept no responsibility for cancellation charges arising from correspondence delayed or lost in the mail. Details of the cover offered are printed on page 178 of our brochure. The relevant premium must be paid together with the deposit.

Where extra facilities or transport options are non-refundable, in part or in full, the cost of these will be added to the cancellation charge you have to pay.

If you booked using a Low Deposit Offer, the full deposit amount will need to be paid upon cancellation.

If you wish to cancel 1 or more passengers on the booking you will have to pay a portion of the applicable cancellation charge for those passengers.

If you have to cancel your holiday Balkan Holidays must be notified in writing. It is the sender's responsibility to ensure that we have received the letter/fax/email. The fees for cancellation are as follows:

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
Up to 57 days	Loss of Deposit plus any administration charges+
56-36 days	50%* (or deposit paid plus administration charges if greater)+
35-22 days	70%*+
21-15 days	90%+
14 days or less	100%+

* Or deposit whichever is greater

** Not counting the day of travel

† Not applicable for scheduled & low cost airline tickets. Please call for more details.

A6. Changes Made By Us Before Your Date of Departure

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, for example flight times changes and flight routings, and we will advise you or your travel agent of them at the earliest possible date.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/ transfer. We do this by listing carriers to be used or

likely to be used as follows: BH Air, Bulgaria Air, British Airways, Thomson Airlines, Thomas Cook, Wizz Air, Adria Airways, Easy Jet, FlyBe, Montenegro Airlines, Croatia Airlines, Jet2.

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.

Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, changes of departure/arrival in Bulgaria from Varna to Bourgas, in Montenegro from Podgorica /Tivat to Dubrovnik and vice versa. In all such cases, transportation between the airport and your holiday accommodation will be provided (package holidays only). On occasions you will be notified that your flight will make a stop en-route to pick up and drop off passengers, this is a minor change. Changing your accommodation to another of the same standard is classed as a minor change and will not allow you the opportunity to cancel.

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. Examples of significant changes are those which involve changing your UK departure airport (except between Gatwick, Heathrow, Luton and Stansted and vice versa) to one which is more inconvenient for you, changing your holiday resort, changing your confirmed accommodation to a lower Balkan Holidays category as defined (see holiday information), or a change to the time of your departure or return of more than twelve hours. In the event of such a significant change, 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 booked holiday and receiving a full refund of all monies paid.

If you wish to cancel your holidays or accept a reasonable alternative we offer you as a result of a significant change, you must tell us within the time mentioned when we notify you about the significant change or if no time limit is mentioned, within 14 days of our notification. If you do not do so, we are entitled to assume that you wish to accept the new arrangements. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation. Unless the change is as a result of circumstances beyond our control, listed in the paragraph A8 below headed 'Force Majeure', we will pay you compensation as shown in the table below:

Period before scheduled departure within which a significant change is notified to you or your travel agent	Compensation per adult (pro rata for children granted discount) if you cancel	Compensation per adult (pro rata for children granted discount) if you travel
more than 56 days	Nil	Nil
56-29 days	£5	£10
28-15 days	£10	£20
14-8 days	£15	£30
7-0 days	£25	£40

Compensation payments relating to a child for whom you have paid a child price are calculated on a pro-rata basis. There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

Free places will not receive any compensation.

Note: No claim for additional expenses or other compensation will be considered.

In no case however, will we pay compensation if any alternative accommodation accepted by you is of the same or higher standard or category than that originally booked. Furthermore, in

all cases, our liability is limited to the payments set out above and we regret we cannot meet any losses or expenses you may incur as a result of any change. No compensation is payable for minor changes.

A7. Minor Changes Made By Us Before Travel

Any change which is not deemed to be significant, as outlined in the Section entitled 'Changes made by us before travel', will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change.

A8. Force Majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to 'Force Majeure'. Such circumstances include any events which we or the supplier of service in question could not, even with all due care, foresee or forestall, such as war or threat of war, civil strife, natural or nuclear disaster, industrial disputes, terrorist activity, adverse weather conditions, volcanic ash, fire and all similar events.

IMPORTANT NOTE: If circumstances beyond our control make it necessary we reserve the right sometimes without prior notification to provide accommodation on your arrival in the holiday centre in an alternative hotel/apartment and/or resort of the class confirmed to you, or higher. This is particularly likely for early or late departures when not all the resort's properties are open. If we are aware of such changes, before your departure we shall inform your travel agent, or yourself in the case of a direct booking.

A9. Changes Made After Your Date of Departure

If, after your departure, a significant proportion of your Package Holiday cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for valid reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. If appropriate, we will also pay you compensation, unless your return has been due to reasons of force majeure. The amount of compensation will be reasonable, taking into consideration all the circumstances.

A10. Cancellation By Us

We can cancel your Package Holiday and any other holiday we operate. On rare occasions, we may need to cancel your Package Holiday if there is insufficient demand for your particular Package Holiday. If we have to cancel a Package Holiday 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 Package Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Package 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. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, we will not cancel your Package Holiday within 14 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen where we could not avoid the results of those circumstances even after taking all reasonable care. (See 'Force Majeure' in clause A8 above) No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your booking on time.

A11. Flight Delays

In the event of a flight delay, it is the responsibility of your airline, and not your tour operator, to keep you informed and to provide you with meals and refreshments in accordance with EU Regulations (copies are available at the airline counter), and subject to operational suitability. Further, in the case of an extended delay, it is the responsibility of the airline, and not your tour operator, to make arrangements for overnight accommodation, subject to availability and operational feasibility. We recommend you check your travel insurance policy for any flight delay cover you may have under your policy. Please note that any flight-delay related claim you may wish to make under EU Regulations 261/2004, must be addressed to the airline concerned, and not Balkan Holidays, as these Regulations apply strictly to the airline, and not your tour operator.

The above is without prejudice to your rights against the airline under the Denied Boarding Regulations 261/2004.

A12. Our Liability To You

If the package holiday 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.

For all claims other than those relating to death or personal injury however, our liability is limited to twice the holiday price (excluding insurance premiums and amendment charges) of the person(s) affected, except in the case of lost or damaged luggage where our liability is limited to £1,000, subject to a limit of £200 per item. This clause is subject to the 'Important' note at the end of paragraph A8 entitled 'Force Majeure'. Our liability will also be limited in accordance with and/or in an identical manner to:

- (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 contractual terms, or the international conventions, from Balkan holidays Ltd., Sofia House, 19 Conduit Street, London, W1S 2BH. 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 will be publicised at EU airports and 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 A6. 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 or any holiday extras you pre-book.

Gastric Illness

Holiday illness is surprisingly common and may be caused by a variety of factors such as a change in diet, climate and environment. Should you become ill whilst on holiday, you must tell our representative and your hotel. Our representative will assist you to see a local doctor for the right diagnosis and appropriate treatment. On your return to the UK, you must also make a follow up visit as early as possible with your local GP. You must also grant us authority to have access to your medical records in relation to any gastric illness you suffered whilst on holiday. Any failure on your part to follow the above-mentioned procedure may reduce or extinguish any rights you have to claim compensation from us where you feel that your illness was the result of any food or drink you consumed at your hotel as you will have denied us the opportunity to carry out a full and proper investigation.

A13. Baggage

The sum of compensation we will pay for any loss or damage to luggage is limited in accordance with the Montreal Convention cited in the above Clause A12 Section B. For claims for missing or damaged baggage you have to follow the rules on the reverse of your ticket or contained within the airline's conditions of carriage. Please note time limits apply within which to notify us or the carrier and register a claim. We will not accept legal responsibility for high-value items which you should insure for the suitable amount.

A14. What is included / not included in your Package Holiday Price

Please see the list of items included and not included in your Package Holiday Price in the Holiday Information section above.

SECTION B. SINGLE HOLIDAY COMPONENT

The terms set out below, together with the terms set out in Section C, apply to non-Package bookings, such as, only accommodation or only a flight, or a 'Flight-Plus' arrangement.

B1. Making a booking and payment

When you have chosen your single component(s), e.g. accommodation, flight or car hire, you must pay the designated deposit per person, or the full cost of the booking if you are booking within 8 weeks of your arrival. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. If you have paid a deposit, the balance of the cost of your single component(s) holiday is due 8 weeks before departure. In some cases, the full cost of your single component(s) holiday may be due at the time of booking. If it is not received in time we will cancel your booking and retain your deposit. The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the hotel.

B2. Your Booking Responsibility

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. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

B3. Price Changes

We reserve the right to alter any of our advertised accommodation for flight prices. You will be advised of the current price of the accommodation or flight that you wish to book on our website and before your contract is confirmed.

B4. Transfer of Bookings

In the case of a scheduled flight only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges and then making a new booking, which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges.

B5. Cancellation / Amendment of Bookings by You

Bookings may be amended or cancelled in accordance with the relevant supplier's terms and conditions and subject to the supplier's amendment and cancellation charges. In many cases our flight suppliers may impose charges of up to 100% of the cost of the travel arrangements and these will be passed onto you. Please refer to Section C6 for more details on changing your booking. In the case of accommodation only bookings, should you wish to alter any part of your accommodation arrangements please notify us at once. We will always try to assist in such cases. Where an amendment to the accommodation is made more than 22 days* before departure an administration charge will be made. If the number of persons booked changes, the holiday price will be recalculated on the basis of the amended party size. Any increase in price per person as a result of part cancellation (e.g. studio/ apartments/villas under occupancy charge, or sole occupancy charge in a twin), is not a cancellation charge and is not covered by our insurance. When the amendment is made within three weeks of departure the appropriate cancellation charges will be levied in all cases (except name changes - see below), but we will try wherever possible to provide you with the change requested, and if as a result of that Balkan Holidays incurs further costs, these will be passed on to you.

Days of departure*	Up to 57 days	56 to 36 days	35 to 22 days	21 to 15 days	14 to 0 days
Amendments					
Holiday	£50 per person	£50 per person	£50 per person	90% Cancellation	Cancellation (100%)
Accommodation					

* Not counting the date of travel

If You Want To Cancel Your Accommodation Only Booking

The person that made the booking must put this in writing to us, by email, fax or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date. You will be charged a cancellation fee based on the date which we receive your written notice of cancellation. Our cancellation fees are as follows:

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
More than 70 days**	Loss of Deposit plus any administration charges+
69-57 days	30%* (or deposit paid plus administration charges if greater)+
56-36 days	50%*+
35-22 days	70%+
21-15 days	90%+
14 days or less	100%+

* Or deposit whichever is greater

** Not counting the day of travel

† Not applicable for scheduled airline tickets. Please call for more details.

B6. Changes Made to Your Booking

Where a supplier makes a change to a non-Package booking you do not have the same legal rights as with a Package booking. If we are aware of any change which we believe will materially affect your booking we will tell you as soon as reasonably practicable but you must appreciate that we will only have an obligation to tell you if we have been told in the first place by the supplier. It is the responsibility of the supplier to make alternative arrangements; it is not our responsibility. Where, however, we believe a change has a significant effect on your booking; we will endeavour to arrange with the supplier(s) to provide you with suitable alternative arrangements. If suppliers impose additional costs for any alternative arrangements you will be obliged to pay those.

B7. Our Liability to You

We have a duty to select the single component holiday providers with reasonable skill and care. We have no liability to you for the actual provision of the single component(s), except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others.

Our responsibility therefore is to make arrangements for the provision by the relevant suppliers (including air carrier of air transport, accommodation owner/supplier, car hire provider, excursion provider) of the components you book, but we do not have any responsibility for the operation of the component itself.

We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us.

We also have no liability in the following situations:

- i. where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note on Force Majeure in clause C29)
- ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- iii. where you incur any loss or damage that relates to any business activity.
- iv. where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.

Please note, with the exception of flight only and flight-plus bookings which are ATOL protected under our ATOL License 0252, in the unlikely event of our collapse/insolvency, any money you have paid us for any other components is not protected by a scheme of financial protection. If this is important to you, we recommend you book a Package or obtain suitable travel insurance.

B8. International Conventions

If any International Convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision

of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to. Any applicable Protocols or amendments shall apply to all such International Conventions. You can get copies of the relevant Conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your travel arrangements.

SECTION C. ALL BOOKINGS

For all bookings as described in Sections A or B above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail.

The lead name on the booking must be a minimum age of 18 to book on The Balkan Holiday's website. The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information on our websites (as applicable).

C1. Payment Terms

For all bookings, you must pay either:

(i) the full fare (depending on the suppliers' conditions for the travel arrangements in question), or

(ii) a deposit as required by us and/or the supplier of the services for the arrangements in question, the amount of which will be advised at the time of booking. Followed by the final balance of the cost by a specified date.

For all bookings, if full payment was not made at the time of booking, any outstanding balance must be reach us no later than 8 weeks before your date of departure. Bookings made within 8 weeks of departure will always be subject to full payment at the time of booking.

Please note failure to pay on time will result in cancellation.

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

C2. Methods of Payment

Credit Cards: We accept Barclaycard/Visa, Access/MasterCard. Debit Cards: we accept payment by most forms of debit card. We will not charge a handling fee for payment by card.

C3. Accommodation

All our prices are based on sharing twin or double bedded rooms or villas, studios or apartments accommodating two to eight people. Single and under occupancy supplements are shown under the price panel. Twin/three: Some accommodations can take an extra occasional bed to accommodate a third person. This will be of the camp bed or sofa type, and will be more suited to a child than an adult. The extra bed can be replaced by a cot for an infant, but rooms cannot take both, in which case clients must provide their own travel cot. Cot charges must be paid locally. We do, however, have some larger twins which can accommodate a third adult.

Whenever family rooms / suites are available, the appropriate supplement is shown. This type of accommodation is usually open plan, sometimes with adjoining sitting room. The extra occasional beds will be either of the sofa or camp bed type. Some furniture may be substituted for the extra beds. Some hotels offer the use of two standard twin rooms connected by a door, each with its separate bathroom. These interconnected rooms are ideal for families with grown up children.

Seaside and sea view whether from public or guest room may be partly blocked by trees. Sea view: full front view of the sea, however, view may still be obstructed. Seaside view: Partial view of the sea from the room; view may be obstructed. Side sea view: Partial view of the sea from the balcony (as the room will be on the side of the hotel) and therefore the view may be obstructed.

Although some hotels/apartments are described as located directly on the beachfront reaching the beach can sometimes involve the crossing of a small road. Upgrades: Please note that upgrades to different hotels/apartments will be subject to the applicable administrative and cancellation fees plus the difference in brochure price. Extra allocation Rooms: At each of the featured properties in this brochure we have an allocation of rooms / apartments at contract conditions. When this allocation is full it may be possible for us to apply for additional rooms but these may not always be offered to us at the contract rates and therefore a supplement may apply. This may also occur if we are asked to obtain rooms of a type/standard not included in our normal allocation.

C4. Insurance

It is a condition of our contract with you that you have suitable insurance cover for the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please visit our website. You can cancel your insurance within 14 days of purchase with a full refund, however, please note, if you have a single trip policy that ends within one month of the date you purchased your policy, the cooling off period does not apply and we will not be able to offer you a refund.

C5. Children's Rulebook

1. Free places are granted for children 2 - 12 years on 7 and 14 night holidays only. Discounts are granted on 7 - 14 night holidays.
2. All free places are for single centre beach holidays (Bulgaria only - subject to availability). Deposit is payable for free places, but deducted from the total invoice.
3. All child prices in the brochure are for children aged 2-11 on the date of return from holiday (for holidays in Romania, Croatia, Montenegro and Slovenia and some hotels in Bulgaria), 2-12 (for Bulgarian Beach and Lakes & Mountains holidays, and Hotel Epidaurus in Croatia). Up to and including age 13: Croatia - Hotel Epidaurus in Cavtat and Hotel Palm Beach in Golden Sands.
4. All supplements (flight, room facilities, etc.) are payable in full by all passengers. In accommodation only or self-catering apartments or studios, the adult price is based on the number of full fare paying adults sharing the accommodation. Children taking free or reduced price child places do not count towards room occupancy.
5. If one child qualifies for a free child place, the second child pays the 2nd child price. Any further children pay the full adult price. Free child places are limited to only one per booking.
6. When children share a room with two adults, they use extra 'occasional' beds. These are not full sized and are of the sofa or camp bed variety.
7. All child prices are subject to conditions at the time of booking and are based on children sharing a room with two full fare paying adults and getting half adult meal portions.
8. Should you change your holiday; free child places for your new holiday will be subject to availability.
9. Free child places cannot be used in conjunction with any other offer.

10. We do not accept bookings on any of our charter flights for children unaccompanied by adults if the children are under 18 years on the date of outward travel.

11. Infants:

a) Infants under 2 years of age pay only £30.00 on charter flights to Bulgaria (please check the prices on scheduled flight at the time of booking) but they do not receive a separate seat on the aircraft or meals in the resort. Necessary expenses, such as cot charges, are to be paid directly to the hotel, but requirements must be specified at the time of booking.

b) Children are classified as infants if they are under 2 on the date of return from the holiday, not on the date of departure from the UK.

c) Twin rooms are not large enough to take an extra bed and full sized cot as well. Hotel cots cannot be requested above the maximum room occupancy. You can take a folding carrycot however, as long as you accept the room will be very cramped with the extra bed in too. Baby cots are not available in most self-catering apartments and the apartments are not big enough to take a travel cot on top of the maximum occupancy as per hotel description.

d) There is no holiday deposit payable for infants.

e) Luggage allowance for infants - 10kg on BH Air charter flights to Bulgaria only.

12. Single Parents - the first child sharing with 1 adult saves up to £78 per week off the adult price. The second child sharing receives a free child place provided one is available at the time of booking, otherwise pays the first child price shown in the price panel. This offer is applicable to 7 - 14 day holidays in a number of hotels on the Bulgarian Black Sea coast only, as indicated by the Single Parent logo.

How many children can stay in each type of room:

Room type	Extra beds or cots
Twin (Korona, Marvel, St. George, Marina Grand Beach, Chaika Resort, Kristal, Alba, Jeravi, Sunny Day, Atlas - 2 extra beds or one double bed for up to two children)	1
Twin + Bunks (Hotels Kamelia & Amelia - Albena, Perunika - Golden Sands) twin bunks = standard rooms with a set of small bunk beds. Suitable for children aged between 2-7 years (rooms are small)	2
3 bed family room	1
4 bed family room	1
2 bed Elenite Villas	2
Apartments (please check when booking)	Variable

Important Note: These are the beds available for children (or cots for infants) when sharing with two adults. Please note that extra beds may be of a camp or sofa style and are not suitable for adults.

C6. Bring Your Friends With You!

Travelling together is always more fun, and with Balkan Holidays it is also cheaper! Organising a group yourself can mean a free holiday!

Group Departure Between	Free Places
01.05 - 14.05	1 in 8
15.05 - 04.06	1 in 13
05.06 - 23.07*	1 in 18
14.07 - 20.08*	1 in 25
21.08 - 10.09	1 in 18
11.09 - 17.09	1 in 13
18.09 - 28.09	1 in 8

*Scottish departures as above excluding for the following dates:

19.06 - 23.07	1 in 15
27.07 - 14.08	1 in 13

All group discounts may be subject to approval.

Conditions for group bookings:

- a) The numbers shown are the minimum number required for a free place. Free places given will depend on the number of passengers paying full fare. Children granted discount do not count. Free child places are not available in conjunction with group discounts.
- b) All group members must be named and on the same booking reference.
- c) All group members must be on the same flight and in the same accommodation.
- d) A full and final name list must be received in our office 10 weeks before departure.
- e) A full deposit is required for each person travelling, including free place travellers, with the deposit for free places deducted from total invoice. Insurance, if required, must be paid for by each person travelling, including free place travellers.
- f) If cancellation of a group member results in the group size falling below the required number, reductions will be altered accordingly, and any price increase necessitated by accommodation under-occupancy will be levied.
- g) Discounts are off the basic holiday price.
- h) Group discounts apply to beach holidays in Bulgaria only and do not apply for 5 star hotels, accommodation only and late deals.
- i) Accommodation and all other supplements must be paid in full by all travellers. For groups larger than 30 persons, please contact the Reservations Department.
- j) The number of free group places is limited and may not be available in conjunction with any other offers featured in this brochure or otherwise advertised.
- k) Available on charter flights to Bulgaria only.
- l) Group booking offer is subject to availability and may be amended or withdrawn at any time.

C7. Flight Reconfirmation

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

C8. Ticketing

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavour to dispatch your tickets to you at least 2 weeks prior to departure.

It is important that you check all details of your travel documents before leaving the UK. If there are any inaccuracies or you have any other query please contact us immediately.

C9. Changes You Make Before Travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to our terms and conditions and those of the transport or accommodation providers'.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

The lead name on the booking must give us notice to change. We will apply charges from the date we receive the instruction from you.

You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

Changes to a Package Holiday or Single Components.

If you need to change any accommodation you have booked, we will do our best to help. Where permitted by our suppliers, changes to accommodation can usually be made for an amendment fee, although changes close to your arrival date may not be possible. Please note, in some cases we negotiate special offer rates with our accommodation providers, such rates may not allow changes to accommodation once booked - any such changes will incur up to 100% charges. Where this applies, you will be advised at the time of booking.

The majority of our flight and car hire providers do not typically allow changes to be made to tickets after bookings have been made. The tickets we sell are generally restrictive and our charges reflect the charges imposed by our suppliers.

Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price, in addition to any difference in price for the changed arrangements and, you must also pay an amount to cover our administration costs as detailed below in the Section 'Our Charges'.

Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

Our Charges

In addition to any charges applied by the transport providers, we will also apply a maximum charge of £25 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made.

C10. Cancellation By You

The lead name on the booking must give us notice to cancel. We will apply charges from the date we receive the instruction from you.

Cancellation of a Package Holiday or Single Components

In order to cover our expected losses from the cancellation of any other booking there is a set scale of charges which must be paid by you if you or anyone travelling with you cancels. Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown above. In these circumstances any additional cancellation charges will be advised at the time of booking. Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements.

Please note that the price of your flight includes the amount (currently £2.50 per person) which we are required to pay to the CAA as part of the ATOL Protection Contribution ('the APC Sum'). In the event that you choose to cancel your flight the APC Sum is not refundable in any circumstances.

Period before scheduled departure within which notification is received by us in writing	Amount of cancellation fee (expressed as % of the total holiday price - excluding insurance and amendment charges)
More than 70 days**	Loss of Deposit plus any administration charges+
69-57 days	30%* (or deposit paid plus administration charges if greater)+
56-36 days	50%*+
35-22 days	70%+
21-15 days	90%+
14 days or less	100%+

* Or deposit whichever is greater

** Not counting the day of travel

† Not applicable for scheduled airline tickets. Please call for more details.

Cancellation of Optional Extras

When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, park tickets, event tickets, pre-bookable excursions or car hire. If you cancel any Optional Extras for which there is a cost, we will pass on any costs imposed by the provider of the service, in addition, we will charge up to £25 to cover our costs of administering the change. You can cancel your insurance within 14 days of purchase with a full refund, however, please note, if you have a single trip policy that ends within one month of the date you purchased your policy, the cooling off period does not apply and we will not be able to offer you a refund.

C11. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our Suppliers' Conditions will also apply to your contract with us, and in the event of any conflict between the Suppliers' Conditions and our conditions, the Suppliers' Conditions will prevail, save to the extent that any term in the Suppliers' Conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' Conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and are often subject to International Conventions. Where relevant, copies of such conditions may be available for inspection at the office or on the website of the relevant supplier.

C12. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. If you have provided us with your contact details for when you are abroad, this may further assist us in contacting you. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

In making alternative return flight arrangements for you we will take the approach of 'like for like'. What this means is that if your flight is an economy seat we will arrange an economy return alternative and if this is not available immediately, you will be responsible for the cost of remaining abroad until it is or if you wish to upgrade to an immediately available business or first class seat, you will have to pay the difference between the economy seat and the upgraded seat. If your flight seat is business or first class, we will endeavour to find an immediately available business or first class alternative. Our priority, however, will be to book your return flight as soon as possible and, therefore, if the earliest return flight is in a lower class than that which you booked, that return flight is what we will arrange for you and that will be the extent of our obligation to you.

C13. Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

At the Airport - Check-in

If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all for your flight from the UK, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return flight to the UK. No refund can be made for any unused arrangements.

Important Notice: you must check-in at least 1 hour prior to departure, failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

C14. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

C15. Accommodation Check-In And Check-Out

Check-in is normally after 14:00. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10:00.

C16. Complaints

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who 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 Balkan Holidays LTD, Sofia House, 19 Conduit Street, London W1S 2BH 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 complete a Guest Comments 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.

There may be times when the local representative, agent or staff member is unable to resolve your complaint immediately. Whilst we appreciate this may be frustrating, we do expect you to act in a reasonable manner towards our staff and we will take action against anyone who displays intimidating or threatening behaviour.

Balkan Holidays Ltd cannot accept liability in respect of any claims or complaints which are not notified to us and any supplier involved entirely in accordance with this clause. We have no control over the behaviour of persons staying or visiting your holiday accommodation (including persons who have themselves booked through Balkan Holidays) and we are not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them.

Fraudulent Claims

It is our policy to deal with any valid complaints appropriately and to compensate where appropriate. We are aware that holidaymakers are being encouraged to make false or exaggerated complaints particularly in connection with holiday illness. We are committed to the detection and prevention of fraudulent claims in the interests of our customers and to keep the cost of our holidays as low as possible. We work closely with fraud detection investigators and should we find any dishonest or exaggerated claims, we will not hesitate to take legal action to recover any compensation paid. It is a criminal offence to make a dishonest claim and we may refer such claims to the police for their investigation.

ABTA

We are a Member of ABTA, membership number V089X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can

be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. All ABTA Members are required to acknowledge correspondence within 14 days of receipt, and to provide a detailed response to any letter of complaint within 28 days of receipt.

The ABTA Conciliation Scheme for Injury & Sickness Claims

The scheme is a method of resolving disputes between ABTA members and their customers related to injury claims. The Scheme is administered by the Centre for Effective Dispute Resolution ("CEDR"). It can be used to settle a dispute which is about injury or sickness and the redress sought by the customer does not exceed £10,000.00. Both the customer and member must agree to participate in the Scheme and the application must be submitted to ABTA within eighteen months of completion of the return journey. The fee for the conciliation will be paid by the ABTA Member. Further information on ABTA's assistance in resolving disputes can be found on www.abta.com.

C17. Carriers' Liability

The website content is issued on the sole responsibility of Balkan Holidays; it is not issued on behalf of, and does not commit the airlines mentioned herein, or any other airlines whose services are used in the course of the tours. In addition, carriers limit or exclude their liability to you, in accordance with International conventions which include The Warsaw Convention, The Athens Conventions, The Montreal Convention and The Berne/Cotif Convention. Copies of the relevant carriers' conditions are available on request.

C18. Flight Details

If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

C19. Travel Advice

For up to date UK Government health & travel advice (including passport and visa requirements) please contact the Foreign & Commonwealth Office Travel Advice Unit. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website: visit www.fco.gov.uk. Alternatively call 0845 8502829. See our website for further information.

C20. Advanced Passenger Information

To comply with UK and International regulation on Border Control and Aviation Security you must provide information from your passport and travel documents before you travel so that we can pass this onto the airline. Failure to provide advanced passenger information by the deadlines stated on our travel documents, may result in boarding being denied or, where permitted, a charge being applied to submit the information at the airport. Please check your travel documents carefully for details.

C21. Passports & Visas (British Citizens) and Health Requirements

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. It can often take some time to obtain a passport or visa therefore you should apply well in advance. In peak periods it is advisable to allow at least 4 weeks. General information on passport and visa requirements for British Citizens is available through our website or within the details sent to you. However, passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa

requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP or the Foreign Office (www.fco.gov.uk) regarding health requirements or visit websites such as www.nathnac.org and www.hpa.org.uk for information. We will have no liability to you if you or any member of your party travel without the correct passport and visa or without the necessary vaccinations, and you will have to pay to us any costs which we incur through helping you because of any such failure on your part.

C22. Your Financial Protection

We provide full financial protection for our package holidays and flights, by way of our Air Travel Organiser's Licence number 0252. In the unlikely event of our 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. We will provide you with the services you have bought (or a suitable alternative). In some cases, where we aren't 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).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

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.

C23. Special Requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights, or hotel room number requests. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

C24. Disabled Travellers and Passengers with Reduced Mobility

We cannot be held responsible if you fail to tell us about special needs/requirements that will affect your holiday experience and this means we will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements and for further assistance please contact us if you have a medical / mobility problem / condition or disability which may affect your holiday, please tell us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as we or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

Please note the following positions with regard to accommodation and flights:

(i) Overseas accommodation and services:

The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, transport, services and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

(ii) Flights:

If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise that you contact your Travel Advisor before making your reservation. This will enable your Travel Advisor to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

C25. Optional Excursions

Excursions include, but are not restricted to, any sightseeing trips, events or other tours either attended in resort or land based 'shore' excursions for which additional payment is required. Excursions can either be booked and/or paid for in resort (Overseas Booked Excursions) or pre-booked and paid for when you book with us (Pre-booked Excursions). All excursions are supplied by third party suppliers and are subject to the section entitled 'Suppliers' Conditions' above. We accept, subject to the Sections entitled 'Suppliers' Conditions' and 'Our Liability to You' above, responsibility for Pre-booked Excursions. However, Overseas Booked Excursions do not form part of your booking with us and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability whatsoever for anything which may go wrong on an Overseas Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Overseas Booked Excursion, either as agents for the relevant Overseas Booked Excursion supplier or as agent for you. In any event the contract for any Overseas Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

C26. Holiday Extras

Any holiday extras which you pre-book (such as airport parking, VIP airport lounges, and car-hire in Bulgaria) are sold separate to the holiday packages offered for sale in this brochure and do not form part of the package holiday arrangements. Upon booking any holiday extras, you enter into a contract with the supplier of the service, as Balkan Holidays is only an agent in the

sale, and the conditions of the supplier apply. The conditions of the suppliers are available on request.

C27. Flight Detail

If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

C28. Website / Brochure Accuracy

All information in this website brochure is given in good faith and to the best of our knowledge is correct. We work hard to ensure that our brochures are accurate, but please appreciate that they are put together many months in advance, so the information may be amended because of changes made by our suppliers, or simple human error. Please bear in mind that hoteliers, restaurateurs, night club owners etc. may wish to maintain or improve their facilities, or even take a break. There may be changes to flight times, excursions or tour itineraries which may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the facilities and services we have described to be unavailable or different from those advertised in the brochure. Leisure facilities and swimming pools may be closed or under renovation, again some of these may not be free of charge and may be subject to availability. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

We reserve the right to change any website or other information before your booking is confirmed and the amended information will then form part of your contract with us. We reserve the right to correct errors prior to confirming your booking. You must ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

The pictures used on this website are copyright protected, cannot be used without our prior consent and are for illustration purposes only. Maps used on this website are provided by Google Maps.

C29. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any specific needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area, controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for part of your travel arrangements, except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.

C30. Customer Satisfaction Questionnaires

Your opinions about our service are very important to us and therefore we encourage you to complete one of our Holiday Survey Forms at the end of your holiday. This will help us make any improvements to the holidays that we offer.

C31. Your Responsibility

Balkan Holidays reserves the right at its own discretion to terminate the holiday arrangements of anyone whose behaviour is such that it is likely, in the opinion of ourselves, the airline pilot, the accommodation owner / manager or any other person in authority, to cause distress, damage, danger or annoyance to other passengers, staff, any third party or property. Any enforced cancellation of this nature will be subject to full cancellation charges as detailed on page 175, with Balkan Holidays having no obligation to refund or compensate, or to organise or pay for the return travel arrangements. No refund can be considered on any tickets or coupons unless they are returned to our Head Office duly cancelled and amendments suitably endorsed. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request.

C32. Force Majeure

If a change or cancellation occurs because of circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations we will have no liability to you. No compensation, costs, expenses or any other sums will be paid by us.

C33. Law and Jurisdiction

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.