

# DESTINOLOGY

## Packaged vacations - Booking conditions

**1. Air tickets:** air tickets and accommodations booked at different times or a cruise only constitutes "other vacation arrangements", which the Company makes as a booking agent, your contract being with the supplier(s) (e.g. the airline or hotel supplier) concerned. Any booking made or order placed by you whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant package or other vacation arrangement subject to these booking conditions. No contract between you and the company shall come into existence until the Company accepts payment and issues a confirmation invoice.

Booking services with the company are currently only available to persons who are at least 21 years old. By submitting a booking you warrant and confirm to us that you comply with those arrangements.

### 2. Hotel information:

1. All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT and are correct at the time the offers are first advertised on any Channel. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.
2. "Rack rate" is the rate published by a hotel, which is the maximum it will charge for any room.
3. Prices stated are on a per room, per night basis and include VAT unless otherwise stated.
4. Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.
5. Unless otherwise stated, breakfast, lunch, and dinner are not included.
6. Star ratings may differ according to the country where the hotel is located and are out of the control of Destinology.com therefore Destinology.com cannot be held responsible for any misconceptions relating to star ratings.
7. We attempt to ensure that information provided on our website is accurate, however some information comes direct from our suppliers and we cannot therefore guarantee the accuracy of this information.

**3. Payments:** Full payment for all products including promotional and offer fares based on foreign currency is required at the time of booking regardless of the product arrangements being confirmed. In the event that the Company is unable to obtain confirmation and cannot offer an alternative, a refund will be issued. The Company will not accept responsibility for cash sent through the mail. The Company reserves the right to pass on any charges relating to returned checks and credit card charge backs. Taxes do fluctuate in line with exchange rates and will be recalculated on the day final balance payments are collected. You will be advised if additional monies are due.

The Company reserves the right to charge you in addition for any handling fees incurred by us in relation to bookings made by credit or charge card. You will be notified of the relevant charges prior to issue of a confirmation invoice. If your travel documents are being paid for with a third party credit/debit card we will require written authorization to be provided by the cardholder. We would also like to draw your attention to the purchase of products by credit or debit cards where payment

does not take place in person. In accordance with mail order regulations, all documents will be mailed to the billing address of the credit/debit cardholder and not the address of the passenger (unless they are one and the same). We strongly recommend that all documents be dispatched to you by Registered Mail or Courier Service to your home, office, or departure airport for an additional fee. Documents can be mailed but the company will not accept responsibility for documents mislaid or lost in the mail. Checks should be made payable to Destinology.com

**4. Alteration & Cancellation by you:**

(a) Alteration: Any alterations will be treated as cancellation and rebooking and the cancellation charges set out in following scale below will be payable.

(b) Cancellation: You or any member of your party may cancel your booking at any time providing that the cancellation is made by the person making the booking and is communicated to us in writing. The following scale shows the charges that will be applied, based on the day the written cancellation is received and whether travel documents have been issued. In certain cases cancellation charges, if incurred involuntarily, will be covered by insurance taken out at the time of booking. We therefore strongly recommended travel insurance is taken out on any vacation booking.

**ALTERATION & CANCELLATION FEES:**

In all cases a cancellation fee of **\$300 per person** will apply to all bookings made with Destinology. In addition to this fixed charge, additional cancellation charges will be levied based on the number of days prior to departure when your written cancellation is received.

56 or more days prior to departure: \$300 per person fixed cancellation charge only  
55 - 30 days prior to departure: Additional 50% of total vacation cost  
29 - 14 days prior to departure: Additional 75% of total vacation cost  
13 - 0 days prior to departure: Full 100% of total vacation cost

**Special Airfare Circumstances:** Where the full cost of the airfare is required at the time of booking, no refund will be applicable from the time of booking. Airfares affected by this 100% cancellation policy will be advised at the time of booking.

**5. Air Ticket Refunds:** Many air tickets have no refund value whatsoever. Unless your confirmation invoice informs you otherwise this will apply to your ticket(s). If you need a ticket that will allow for a refund or an en-route amendment you must contact the Company in advance of making your payment. Air tickets that do have a refund value, that are returned to the Company are subject to a minimum cancellation charge of \$300 per ticket, irrespective of the number of tickets returned. Tickets are presented to the respective airline or consolidator for assessment. Refunds by airlines or consolidators for part-used/return halves of tickets are always less than pro-rata and in some cases there may be no refund value whatsoever. Refunds will not be paid to you until they have been received by the Company from the relevant airline or consolidator. This usually takes 8-12 weeks but in some cases (e.g. lost tickets) may take considerably longer. Tickets returned more than one year from the date of issue are classed as expired by the airline and generally have no refund value at all. If tickets are lost or stolen, certain airlines will not issue duplicates. New tickets may then have to be purchased locally, at the local fare. Even if replacement tickets are purchased, certain airlines will not issue refunds for lost/stolen tickets. A delay of up to 18 months is possible before authority from the airline to make any refund is received. The Company applies a further \$70 per ticket administration fee over and above cancellation charges in such cases. Please ensure that any tickets returned to the company are sent by registered mail. (ii) Other Period before departure\* Amount of Cancellation (subject to documents charge shown as percentage being issued) of the vacation price between 4 and 8 weeks 50%, between 2 and 4 weeks 75%, less than 2 weeks 100%, failure to arrive at point of departure 100%. You will be notified on your confirmation invoice if different cancellation charges apply.

**6. Alterations by the Company:** Although the Company makes every effort to

ensure that published descriptions are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes. The Company therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a confirmation invoice is issued. (a) Vacation arrangements excluding Packages: Alterations to bookings of this kind are infrequent. Although under no obligation to do so, the Company will endeavor to notify all changed before departure if it is practicable to do so. (Please see Section 13 Flights). No compensation is payable by the Company in such cases. Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound, or return flights the relevant supplier's decision will be final or Destinology.com amendment charges apply. (b) "Packages": Occasionally due to reasons beyond the Company's control, it may be necessary to amend the flights and/or other services which make up a package booking after it has been confirmed. Such changes are considered to be either "major" or "minor". A major change is one made before departure that involves a change of departure airport, change in your resort area overseas, or a change of accommodation to a lower classification than booked. A minor change is any other change. Whilst the Company has the right to make a minor change at any time without notification, major changes will be advised as soon as practicable offering you the choice of (a) accepting the amendment as notified (b) Purchasing another arrangement from the Company with the price difference payable/refundable as appropriate (c) Cancelling the arrangement(s). If you choose (c) all monies paid to the Company for the package will be refunded. In addition, you will receive the compensation listed below, except in cases of "force majeure" or "low bookings", as defined in Clause 6 below. You must inform the Company of your decision as soon as possible after receiving notification (any in any event within 7 days). Period before scheduled departure within which a major change is notified. Compensation per person: Over 56 days: NIL, 56-29 days: USD 40.00 28-15 days USD 60.00, 14 days USD 80.00. Note: In all cases the Company's liability is limited to the rates of compensation listed above. No further claims will be accepted for costs or additional expenses incurred as a result.

**7. Cancellation by the Company:** (a) Vacation arrangements including Packages: In the unlikely event that a booking has to be cancelled a full and prompt refund will be made of all monies paid to the Company less any insurance premiums and amendment fees. No compensation is payable. (b) Packages: The Company reserves the right to withdraw or cancel the services on offer. If the booking is cancelled before the departure for any reason other than non-payment by you then you will be offered the choice of purchasing another arrangement from the Company, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the Company (except insurance premium and any amendment fees). In addition, unless the cancellation has been caused by "force majeure" or "low bookings" (defined in Clause 8 below) compensation will be paid on the scale set out in Clause 6 above.

**8. Force Majeure/Low Bookings:** (a) "Force Majeure": includes war, threat of war, riot, civil disobedience or strike, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control. (b) "Low Bookings": is where the number of persons who have booked a particular arrangement is less than the minimum required to make it viable.

**9. Pricing Policy:** All fares and other information displayed on our website are subject to availability. Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause 3). (a) Vacation arrangements excluding Packages: While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers. No surcharge will ever be levied for air tickets once tickets have been issued. (b) "Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel); changes in dues and taxes (including VAT) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates. The company will not impose any surcharge within 14 days of departure. Generally Air tickets that offer no flexibility are the lowest price and you

may wish to consider this when making your reservation.

**10. Dispatch of Travel Documents/e-tickets:**

(a) Where paper tickets are required, travel documents are usually ready for dispatch to you at least two weeks before departure, but cannot be released until we have received full payment (in cleared funds) from you for your package vacation or other vacation arrangement. We strongly recommend that all documents be dispatched to you by registered mail or courier service, to your home or office for an additional fee. For bookings made where the departure date is within two weeks of booking we may recommend a ticket on departure at additional cost to you. Please note: If you do not have an e-ticket and documents are sent by registered mail to your home or place of work, a signature will be required at the time of delivery. It is the passenger's responsibility to ensure that a signature can be obtained on delivery. If you are not travelling on an e-ticket your documentation should be delivered a minimum of 7 days prior to departure, should you not receive your documents, please call for assistance.

We do not accept responsibility for documents mislaid or lost in the mail. If your documents become lost or stolen, it will be necessary for you to complete an indemnity form and send it to us so that we can pass it to the airline or supplier concerned. The terms and conditions of the relevant airline and/or supplier shall govern the re-issue or lost or stolen tickets. Some airlines or suppliers are prepared to issue replacement tickets immediately, (but may impose a fee for this); others may require full payment again before they will issue re-placement tickets, (they usually refund the amount paid for the original travel documents at a later date, which for some airlines can be up to 12 months). You shall be responsible for paying any fees (including administration fee), losses and/or expenses incurred in respect of the re-issue of lost or stolen tickets.

(b) E-tickets: Please note, effective from 1 April 2004 it is mandatory for customers to have an e-ticket on all routes where e-ticket is available. Customers do not have the option to select a paper ticket prior to travel or for a paper ticket to be made available at the airport from this date, where the route is an e-ticket route and an e-ticket is applicable. E-ticket is the paperless electronic ticket; it's paperless because when you book it the details are safely stored in the airline booking system so there is no need to send you a paper ticket. This makes it easy to change your booking. With e-ticket you can make alterations up to 30 minutes before minimum check-in time, subject to the normal fare restrictions. An email itinerary receipt will be sent to the credit card holder. It is their responsibility to pass this onto the customer travelling, as it is required at check-in, along with an acceptable form of identification, they can check-in at the conventional check-in desks at the airport. Acceptable forms of identification are:

Driving License

E-Ticket access card

Passport/National ID card

Company works card/ID

It is advisable to carry the credit card you used to pay for your ticket with you as a form of identification at check-in.

**11. Responsibilities of the Company:**

(a) Vacation arrangements excluding Packages: In consideration of the fact that the Company acts only as a booking agent, the Company has no liability whatsoever for any aspect of the arrangements and, in particular, has no liability for any loss, personal injury, or death however incurred.

(b) "Packages": If any part of the package you book with the Company is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness, or death as a result of any improper performance by the Company of the obligations it owes to under this contract, the Company will pay you reasonable compensation taking into account all relevant factors including the invoice price of your package, any steps it was reasonable for you to take to minimize the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. However this acceptance of liabilities is subject to the following three qualifications: - (i.e.) The Company will not be liable to pay you any compensation if the deficiency, personal injury, illness, or death concerned does not result from any fault on the party of the

Company or its suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of the Company's suppliers) or by circumstances which neither the Company nor its suppliers could be anticipated or avoided even exercising all due care. (ii) The Company's liability to compensate you and the amount of compensation payable by the Company is limited in accordance with certain international conventions, the Warsaw Convention as amended the Hague Protocol 1955, the Berne Convention 1962, the Athens Convention 1974, and the Paris Convention 1962. Copies of those conventions are available from the Company upon written request but 28 days should be allowed for delivery. (iii) It is a condition of payment of compensation to you pursuant to Clause 8 that you notify the Company of any complaint or claim strictly in accordance with Clause 9 below and, further, assign to the Company any rights you may have against any third party in connection with your claim. You must co-operate with the Company and the Company's insurers in this regard. If you suffer a personal injury, death, or serious difficulties as the result of an activity which does not form part of the package you have booked with the Company, the Company will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances and, where appropriate and at the Company's discretion, financial assistance up to a limit of £5,000 per confirmation invoice (not per member of your party). Any such financial assistance is for the sole purpose of taking legal proceedings against a third party responsible for your injury, death, or other loss. Assistance must be requested within 90 days of the incident concerned and is repayable to the Company from any monies received from a third party or under any insurance policy. Nothing these conditions shall be deemed to exclude or restricts the liability for death or personal injury caused by its negligence.

**12. Complaints:** If a problem occurs, whilst you are abroad you must inform the relevant supplier (e.g. hotel, tour operator, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact the Company's Customer Service Department immediately by telephoning 201-881-1820 or fax 201-881-1830 so that the Company is given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write within 28 days of your return to the Company's customer relations manager quoting your original booking reference and giving all relevant information. Failure to take these steps will hinder the Company's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

**13. Passports, Visas, and Health Requirements:** Please ensure that you are aware of all passport and visa requirements and that you allow adequate time to obtain required documents. Please note that many countries require that your passport is valid for six months beyond the period of your stay. Requirements can change and it is **your responsibility** to ensure that you comply with applicable passport, visa, and health requirements and take all necessary documents with you to gain access to any country or region to which you make travel arrangements. If you fail to do so, you will be solely responsible for any cost, loss, or damage which you or the Company incurs as a result of your failure. For regular updates on visa requirements or any conflictions in particular regions, see the Foreign Commonwealth Office Website

**14. Behavior:** It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation, and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behavior.

**15. Suppliers' Conditions:** Please note that, as between you and any of the suppliers whose services form a part of your booking, the suppliers' standard terms and conditions will apply. This is particularly in the case of "other vacation arrangements" where the company acts as booking between and the relevant suppliers. This suppliers'

standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

**16. Flights:** Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/arrival time previously given to you or shown on your ticket. It is for this reason that all clients are required to reconfirm their flights, with the airline 72 hours prior to departure. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless the Company is advised by you within 72 hours of receipt. Generally, air tickets that offer no flexibility are the lowest price and you may wish to consider this when making your reservation.

**17. Special Requests:** If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the company.

**18. Telephone Calls:** We should like to advise our clients that the company records all telephone calls. This ensures that customer service is constantly improved.

**20. Departure Taxes:** It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

**22. Special Events:** In certain instances where special events are taking place, for example the Olympic Games, our normal booking conditions may be subject to change. In this instance you will be advised of the revised booking conditions applicable over the special event period. We strongly recommend that you take out travel insurance for your whole journey.

**23. Errors & omissions:** We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the technology that is required in operating a web site there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product, service, or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel the contract, but with no liability to you.

**24. Flight reconfirmation:** All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. Destinology accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Destinology also takes no responsibility for any flight rescheduling en route.

**25. Lost tickets:** If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets, which cannot be re-issued, are refunded at the sole discretion of the airline; these refunds can take up to one year to be authorized.

The contract constituted by the Company's acceptance of your booking subject to these conditions shall constitute the entire agreement between you and the Company in relation to relevant booking, shall exclude all other terms and conditions (except for the relevant supplier's conditions and any application international conventions) and shall supersede all prior to contemporaneous communication or information provided.