

# TravelEssence

Model package  
holiday booking conditions

TravelEssence

NEW ZEALAND • AUSTRALIA





Please read the following booking conditions carefully. All holidays sold by us are subject to these booking conditions.

Little Travel UK Ltd administrative office is located at:  
2e Dorpsstraat, 3701AB, Zeist, the Netherlands

and our UK office is at :  
1 Bridge Place, London, SW1V 1QA.

Little Travel UK Ltd ('we', 'us', 'our') trading names we use are 'TravelEssence' and 'Little America'. In these booking conditions, 'you' and 'your' means all persons named on the booking, or any of them as applicable (including anyone who is added or substituted at a later date). References to "departure date or day of departure" mean the start date of the holiday arrangements you have booked with us. A reference to an EU Regulation in these booking conditions shall include a reference to any replacement law as in effect in England and Wales from time to time.

## 1. Your holiday booking

A booking will exist as soon as we receive the signed booking form. The booking is made on the terms of these booking conditions. 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.

## 2. Paying for your holiday

### (i)

The procedure for making a booking is shown in your itinerary quotation and on our website. All bookings are subject to these booking conditions by asking us to confirm your booking, and by paying a deposit. The person who makes the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking. Once we have received the applicable payment(s) due at the time of booking (see below), we will, subject to the availability of the requested arrangements, send you your booking confirmation/invoice. Please check your booking confirmation and all tickets/documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out. We will do our best to rectify any errors notified to us after this, but you must meet any costs involved in doing so.

### (ii)

The deposit is part payment of the holiday cost. The deposit required will be 30% of your holiday costs. In addition to the deposit, full or part payment of certain elements of your holiday (such as flights) may be required at the time of booking or at some point between booking and the balance due date ("Advance Payment"). Also, see section 2(iv) for other Advance Payments which may be required. The balance must be paid no later than the date specified on the booking confirmation/invoice. This is normally no less than 6 weeks before the departure date. If we do not receive all payments due in full and on time, we will remind you that payment is due

before treating your booking as cancelled. In the event that further time for payment is agreed upon at your request but payment is still not received, you must pay the cancellation charges shown in section 3 based on the date we treat your booking as cancelled. is due before treating your booking as cancelled.

**(iii)**

Full payment is required at the time of booking for all bookings made after the balance due date as above.

**(iv)**

On occasions, we may be asked by suppliers to make payments to them earlier than normal. Such requests may, for example, be made in order to secure accommodation and other services during periods of peak demand. Whilst suppliers may have no contractual right to make such requests, failure to comply with them may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make Advance Payment within a stipulated period and prior to the balance due date. We will of course endeavour to avoid doing so if we can. Any such early payment will be non-refundable except as set out in section 6.

### **3. If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

**1.**

**If the airline tickets have already been issued, the following cancellation fees apply:**

- \* If cancelled up until the 42nd calendar day (excluding) before the day of departure: 30% of the total ground arrangements plus the full cost of flight tickets;
- \* in case of cancellation from the 42nd calendar day (including) until the 28th calendar day (excluding) before the day of departure: 35% of the ground arrangements plus the full cost of the flight tickets;
- \* in case of cancellation from the 28th calendar day (including) until the 14th calendar day (excluding) before the departure day: 50% of the ground arrangements plus the full cost of the flight tickets;
- \* in case of cancellation from the 14th calendar day (including) until the 7th calendar day (excluding) before the departure day: 75% of the ground arrangements plus the full cost of the flight tickets;
- \* in case of cancellation from the 7th calendar day (including) until the day of departure: 90% of the ground arrangements plus the full cost of flight tickets;
- \* in case of cancellation on the day of departure or later: the full travel sum.

**If the airline tickets have not been issued, the following cancellation fees apply:**

- \* if cancelled up to the 42nd calendar day (excluding) before the day of departure: 30% of the travel sum;
- \* for cancellation from the 42nd calendar day (including) until the 28th calendar day (excluding) before the day of departure: 35% of the travel sum.

- \* in case of cancellation from the 28th calendar day (including) until the 14th calendar day (excluding) before the day of departure: 50% of the travel sum;
- \* in case of cancellation from the 14th calendar day (including) to the 7th calendar day (excluding) before the day of departure: 75% of the travel sum;
- \* in case of cancellation from the 7th calendar day (including) until the day of departure: 90% of the travel sum;
- \* if cancelled on the day of departure or later: the full travel sum.

## 2.

If a holiday consists of different components to which different cancellation policies apply, the specific policies of the supplier apply to each component. At the latest at the time of booking, it will be indicated whether specific cancellation policies apply to parts of the trip, contrary to the above cancellation charges.

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

### 3.1

If a traveller from a travel group cancels his share of a travel contract for a joint stay in a hotel, apartment, holiday home or other accommodation, they will be charged a cancellation fee.

### 3.2

If the size of the remaining group appears in the price table for this accommodation, the travel organiser will make a new proposal to the remaining traveller(s) appropriate to the new group size for the same period and in the same accommodation.

### 3.3

For the traveller(s) referred to above, the travel price will be changed in accordance with the price table. The normal payment rules applied by the tour operator will apply to the payment of the modified travel sum.

### 3.4

If the modified offer is not possible or is not accepted, the contract will be cancelled for all travellers and all travellers will be charged with a cancellation fee.

### 3.5

The total amount of cancellation charges and modified travel sums will not exceed the total travel sum of the original travellers. Any surplus will be deducted from the new travel sum.

## 4.

Cancellations outside office hours shall be deemed to have been made on the next working day.

## 5.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

## THE IMPORTANCE OF TRAVEL INSURANCE

It is a condition of your booking with us that you have travel insurance for your trip. Depending on the detail of your policy, you may be able to recover the cancellation charges less any excess on your travel insurance policy. Never travel without insurance, the unexpected can always happen. It is your responsibility to ensure you are adequately covered by insurance for all elements of your trip. Please read your policy and take it on holiday with you.

### 4. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

You should note, for example, that a change of name or other alteration to an airline ticket will usually incur a 100% cancellation charge and a full rebooking fee.

### 5. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

This does not exclude you from claiming more if you are entitled to do

## 6. If we change your booking

### (a)

Changes to confirmed holiday arrangements sometimes have to be made. Most changes will be insignificant, and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes.

### (b)

Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in section 12. Where we have to do so, section 6(c) will apply. All other alterations will be treated as insignificant changes. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away\*, a change of accommodation area for the whole or a major part of the time you are away, a change of UK outward departure time or overall length of time you are away of 12 or more hours or a change of UK departure airport to one which is more inconvenient for you (except as between Gatwick and Heathrow).

\* Please note: A change affecting a stay in a hotel during a tour where the hotel itself is not the focus of the tour, does not constitute a significant change.

### (c)

In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost) (iii) the period within which you must inform us of your decision and what will happen if you don't do so.

### (d)

In the event that unavoidable and extraordinary circumstances, occurring in the place of destination of your holiday or its immediate vicinity significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. We will notify you as soon as practicable in the event of this situation occurring.

## 7. Unavoidable and extraordinary circumstances

Except as expressly set out in these booking conditions, we cannot accept liability or pay any compensation or other sums where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage (as more fully described in section 9 (i) below) as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances mean a situation which is beyond our control, the consequences of which could not have

been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authorities, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemic/pandemics, adverse weather conditions and fire.

## 8. Our liability to you

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. 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 travel services that make up your package. These terms are incorporated into this booking; 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 and conditions under which compensation can be claimed 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 the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us. 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 these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent

category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 9. Protecting your money

1).

We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 11760 [MS1] issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact in the unlikely event of our failure.

2). We will provide you with the services listed on the ATOL Certificate (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).

If we 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 the sums you have claimed under the ATOL scheme.

## 10. Complaints

If you have a complaint about any of the services included in your holiday, you must inform us or our local supplier without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to our office at 1 Bridge Place, London, SW1V 1QA, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If



you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

Should you have any complaints about any aspect of your holiday arrangements, you must inform us immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint that, if it had been reported at the time it occurred could have been resolved there and then we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong. If the issue cannot be resolved locally you can contact us in the UK on our 24-hour emergency telephone service. The number will be found in your Travel Documents in the Important Information section. In the unlikely event that an acceptable solution cannot be found, you should then write to us within 28 days of your return with full details of your complaint. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. If we cannot reach an amicable solution to any dispute you do have the right to refer the dispute to the Association of Independent Tour Operators which operates an Independent Dispute Service (details on request) for resolution of the dispute by a mediator provided the claim does not involve personal accident, injury or illness.

## **11. The brochure, website and quotation**

We have taken every care in ensuring that the information in the brochure, on our website and given in quotations/itineraries is correct at the time of publication. However, we are sure you will appreciate that subsequent alteration may occur. We reserve the right to change any of the prices, services or other particulars contained in this brochure, on our website or in any quotation at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such a contract. Where we state that additional information, a fact sheet or a dossier is available on a particular itinerary or programme, this information should be regarded as a part of the contract.

The accommodation classifications given on our website, in our brochures, quotations and dossiers and fact sheets are for guidance only. They are not based on any national or international classification system, they are the opinions of our staff or agents and are quite subjective. The photographs that appear in the accommodation section of your quotation are indicative only and may not be of the exact room you have been quoted for.

## **12. Additional assistance and special requests**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

If you have any special requests, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is

possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not a guarantee that the request will be met by the relevant supplier. All special requests are subject to availability. Special requirements we have accepted will be specifically confirmed as accepted on your confirmation. Before you make your booking, we will advise you as to whether the proposed arrangements are generally suitable for someone with reduced mobility or a medical condition. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other causes of disability.

### 13. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/ or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

### 14. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### 15. Law and jurisdiction

This booking is governed by English Law and under the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

