AMPERSAND TRAVEL LIMITED
BOOKING TERMS & CONDITIONS

In these Conditions, "Ampersand Travel", "we", "us" and "our" mean Ampersand Travel Limited (a company registered in England under company number 4656968). References to "you" and "your" mean all persons named on the booking (including anyone who is added or substituted at a later stage) except where otherwise stated. References to "holiday" mean the holiday arrangements Ampersand Travel agree to book and make for you in accordance with our contract.

These Conditions apply to all bookings for holidays with Ampersand Travel and together with the relevant information provided by us and/or the agreed itinerary form the basis of your contract with Ampersand Travel ("Contract").

1. BOOKING YOUR HOLIDAY

a) To make your booking you should complete and sign the Ampersand Travel booking form and, once your proposed itinerary has been agreed by us both, send it to us together with a deposit of 25% of the total cost per person – or as advised by Ampersand Travel (see below). If you are booking within 8 weeks (10 weeks for Bhutan) of the date of departure then payment of the full holiday Contract price is required at the time of booking.

b) A binding contract between us will come into existence when Ampersand Travel issues a confirmation invoice following receipt of your full deposit (or full payment if applicable) within the timescale we stipulate following your acceptance of our proposed itinerary. Bookings can only be accepted on the basis that these booking conditions will apply to your contract and by asking us to confirm your booking you are deemed to have accepted them. Where one or more components of the itinerary are shown as waitlisted, a contract will only come into existence in relation to the other components (ie those which are not waitlisted), with the waitlisted components being added to the contract once confirmed. Should a waitlisted component not be confirmed, we will suggest the best possible alternative. Should you decide to cancel, you will not be entitled to cancel the previously confirmed components without paying our normal cancellation fee (see 3d).

c) Any special requests should be indicated on the booking form or made in writing. Ampersand Travel will try to arrange for such special requests to be met, but cannot guarantee that they will be, nor will we be liable if any special request is not met unless the request relates to a medical condition or disability and we specifically confirm it in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Ampersand Travel cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

d) If you or any member of your party has any medical problem or disability which may affect your holiday, you must tell us before you confirm your booking so that advice can be given as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details. You must keep us updated in relation to any change or deterioration in any medical condition or disability.

e) If you arrange your holiday directly with Ampersand Travel all correspondence and other communication will be sent to the address of the first person named in the booking form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

f) If your booking is made through a travel agent, Ampersand Travel will address all communication to that travel agent. All monies paid by you to a travel agent under or in contemplation of a contract with Ampersand Travel will be held by the travel agent for Ampersand Travel until such monies are forwarded to us.

g) The balance of the holiday price must be received by us 8 weeks (56 days) (or 10 weeks (70 days) for Bhutan) before departure.

h) It may on occasions be necessary to pay suppliers for services in full at the time of booking (for example, in peak season, for specific hotels or for group bookings). In this case, you will be asked to pay a deposit in excess of 25% of the total holiday price. You will be advised where this is the case. The reference to loss of deposit in clause 3b) includes any such additional amount / deposit.

2. YOUR RESPONSIBILITIES

a) General information concerning passports, visas and health requirements applicable to British citizens is sent with the confirmation invoice. However, such requirements are subject to change and you must check current requirements before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before the start of your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and since October 2006 has requested that you attend an interview in order to do this. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. It is your responsibility to obtain all documents required for your holiday, to ensure that these are in proper order and to take them with you. Ampersand Travel will not be liable if you fail to do so and are refused entry onto any transport or into any country as a result and you will be responsible for meeting any additional costs incurred by reason of such failure (including any fines, surcharges or other financial penalty imposed on Ampersand Travel). If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

b) You are responsible for checking in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. Ampersand Travel cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

c) It is a condition of the Contract that all members of the party travelling take out comprehensive travel insurance that covers personal liability, personal accident, medical expenses (including medical air evacuation) and cancellation. Such insurance can be negotiated with Ampersand Travel's recommended Insurers or an equivalent insurer. In the event that you arrange independent insurance cover, Ampersand Travel will require details of such cover at the time of booking. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. Ampersand Travel do not check alternative insurance policies.

d) Full details of any travel or other arrangements which you make in conjunction with your holiday (such as flights, hotels and/or transfers) which are not booked with or through Ampersand Travel must be given to us as soon as possible. Ampersand Travel cannot be responsible for any inaccurate or incomplete information you give us or for the effect of this on your confirmed holiday itinerary. Any expenses or charges Ampersand Travel incur in amending the holiday itinerary as a result of such inaccurate or incomplete information will be your sole responsibility and Ampersand Travel will not be responsible for any inconvenience, loss or damage you suffer.

e) You must check all itineraries, your deposit receipt, invoices and all other documentation we send you carefully as soon as you receive them. Contact Ampersand Travel immediately if any information which appears on any document appears to be incorrect or incomplete as it may not be possible to make changes later. Ampersand Travel cannot accept any liability if not notified of any inaccuracy (which is the fault of Ampersand Travel) in any document within 14 days of sending it out (5 days for tickets). Ampersand Travel will do its best to rectify any mistake notified outside these time limits but you must meet any costs involved in doing so.

3. AMENDMENTS & CANCELLATION

a) Amendments by you

Once a booking has been confirmed to you, the confirmed itinerary will be arranged. If after this you wish to alter your arrangements, Ampersand Travel will make every effort to assist you. Requests for an amendment must be made in writing. As all our holidays are tailor-made the implementation of any changes is time and work intensive. We therefore charge £100.00 per amendment per booking, in addition to all communication charges or other expenses incurred by Ampersand Travel and any charges incurred or imposed by our suppliers. These charges will be payable whether or not Ampersand Travel succeeds in confirming your requested amendment. Your request may be treated as a cancellation and re-booking by our suppliers and in these circumstances their cancellation charges will apply.

If any member of your party is unavoidably prevented from taking their holiday, by reasons of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer their place on the booking to a person acceptable to Ampersand Travel (but it should be noted that some suppliers, including airlines, consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service) provided that:

i. you request the transfer in writing and you allow reasonable time for the changes to be communicated to, and accepted by, our suppliers.

ii. your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from Ampersand Travel, full details of the replacement person, any balance due for the person concerned and the appropriate administration fee (see below).

iii. the replacement party member agrees to be bound by these Conditions.

The administration fee will be £250 per transfer. Both the original and replacement party member will be jointly and severally liable to Ampersand Travel for payment of the balance of the holiday price due, together with all additional charges of whatever sort incurred by us or imposed by our suppliers providing the component parts of your holiday. Please note that airlines in particular sometimes charge a 100% cancellation fee and the cost of a new flight.

b) Cancellation by you

All cancellations must be advised to Ampersand Travel in writing, signed by the signatory of the booking form and sent to Ampersand Travel at 20 Bristol Gardens, London W9 2JQ. Cancellations are only effective on the day they are received by Ampersand Travel in writing. Recorded delivery is strongly recommended. The following cancellation charges will be payable, depending on the number of days prior to departure Ampersand Travel receives your notice of cancellation:

Itineraries which do not include Bhutan

Days prior to departure date advice of cancellation received	% of total holiday cost
More than 56 days	loss of deposit
56-36 days	50% of total cost
35 days or less	100% of total cost

Itineraries which include Bhutan

Days prior to departure date advice of cancellation received	% of total holiday cost
More than 70 days	loss of deposit
70 days or less	100% of total cost

c) Re-booking following a cancellation
Should you wish to cancel a holiday and re-book an alternative this will be subject to the cancellation terms within these Conditions. Ampersand Travel may use their absolute discretion however to transfer some or all of any monies already paid by you to the alternative booking. The full applicable deposit for the alternative holiday must be paid at the time of booking as any monies transferred can only be used against the balance of the alternative holiday cost.

d) Amendments by Ampersand Travel
Great care is taken to ensure that the descriptions and prices given in the brochures and itineraries and on the Ampersand Travel website are accurate at the time of publication. Changes and errors can occur, though, and Ampersand Travel reserves the right to change or correct any of the details in the brochures and itineraries provided or on the website, including prices, in which case Ampersand Travel will advise you of such a change before accepting your booking. After a contract between us has come into existence, Ampersand Travel will make every effort to operate the holiday as described in the agreed itinerary. In very rare circumstances, Ampersand Travel may have to change a holiday before you depart. If the change is significant (for example, if it involves a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city) where international flights are arranged by Ampersand, a change of destination or a change to a lower standard of accommodation), Ampersand Travel will notify you as soon as practically possible and offer you the following three choices. You may accept the modifications proposed, you may change your booking to another holiday or you may cancel your booking and receive a full refund. If you choose another holiday which is more expensive than the original, you must pay the difference, but if it is cheaper, Ampersand Travel will make the appropriate refund.

If a significant change to your holiday has to be made, Ampersand Travel will, where compensation is due, pay you the compensation payments set out in the table below. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where Ampersand Travel are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances are likely to include those referred to in clause 4, "Force Majeure". No compensation will be payable and the above options will not be available if the change made is a minor one.

Days prior to departure date when notification of change is sent	Compensation per person
More than 42 days	£10
29 - 42 days	£20
15 - 28 days	£25
14 days or less	£30

If there is a minor change before you depart, Ampersand Travel will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. If Ampersand Travel becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to the point of departure of your holiday.

e) Cancellation by Ampersand Travel
If you fail to pay the balance of the Contract Price at least 8 weeks (56 days) before departure, Ampersand Travel will treat your booking as cancelled and levy the cancellation charges set out in paragraph 3 b). We reserve the right in any circumstances to cancel your holiday for any reason; Ampersand Travel will use its best endeavours to offer alternative arrangements of a comparable standard or will give you a full refund. In addition Ampersand Travel will pay you compensation as set out in paragraph 3 d) subject to the exceptions set out in 3 d) (unusual and unforeseeable circumstances etc). Ampersand Travel will not cancel your holiday within 42 days of departure unless it is for a reason outside our control. We may cancel because the minimum number of persons required to operate your holiday has not been reached – in this case you will be notified no later than 42 days prior to the start of your holiday. Providing we have done so, no compensation will be paid.

f) Curtailment by Ampersand Travel
In circumstances where holidays are curtailed or amended after departure due to Force Majeure, Ampersand Travel will use its best endeavours to recover and refund to you as much of the unused holiday cost as reasonably possible. Any refunds received will be passed on after deduction of an appropriate administration charge and all costs we have incurred. The administration charge will depend on the circumstances including the amount of work involved in dealing with the situation and obtaining refunds. It may be at least £250 per person. Except for such refunds where received and as set out in clause 3d), we will have no further liability to you and no compensation will be paid or costs or expenses met.

4. FORCE MAJEURE

Except where otherwise expressly stated in these Conditions, Ampersand Travel cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 7 d) below) as a result of, "Force Majeure". In these Conditions, "Force Majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events or circumstances are likely to include but are not limited to, (actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers.

5. PRICE POLICY

a) Ampersand Travel sells its holidays as a package and is under no obligation to give a breakdown of the individual costs involved.

b) Ampersand Travel reserves the right to notify you of an increase in the quoted holiday price before accepting your booking.

c) We may provide an estimated cost for a requested booking where the rates applicable to the holiday arrangements are not yet available. The estimated cost will be based on the current season's rates with an increase of 10%. A provisional booking can be made on the estimated cost and the deposit payable will be calculated accordingly. As soon as the applicable rates are available, a firm quote will be provided and any additional deposit payable will be collected. No contract will come into existence until this happens.

d) After a contract between us has come into existence, unless you choose to pay for your holiday in full at the time of booking (see clause 5 e) below), the price of your holiday is, regrettably, subject to the possibility of surcharges in certain limited circumstances. However, a surcharge will only be levied in the event of variations in transportation costs, (including costs of fuel and increases in normal published airfares), taxes or fees chargeable for services such as landing taxes at airports or the exchange rate applied to the particular holiday package. Even then, Ampersand Travel will absorb an amount equal to 2% of your holiday price (excluding amendment charges and any insurance premiums) before passing on any surcharge to you. Only amounts in excess of this 2% will be charged. Surcharges will be notified by a revised confirmation invoice sent to you (or your travel agent). No surcharge will be levied within 30 days of the start of your holiday.

e) If the surcharge would increase the total holiday price shown on your original confirmation invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised confirmation invoice and obtain a full refund of all payments made to Ampersand Travel and any amendment charges previously incurred. Alternatively, you may purchase a different holiday from us.

f) You may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by Ampersand Travel at that time. To qualify for this benefit you should return the confirmation invoice to Ampersand Travel with full payment to reach Ampersand Travel within 7 days of the date that the confirmation invoice was first posted to you.

g) In the event of any favourable variations in the costs referred to in 5 c) resulting in a decrease in our costs which exceeds 2% of your holiday price (excluding amendment charges and any insurance premiums), you will be entitled to a refund in respect of such decrease. Where a refund is due, we will pay you the full amount of the decrease. No refund will be payable in respect of any decrease which takes place within 30 days of the start of your holiday.

6. CONSUMER PROTECTION

The air holidays in our brochure and website are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority (CAA). Our ATOL number is ATOL 6065. 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. ATOL protection extends primarily to customers who have booked holidays with international flights departing from the UK or where domestic flights form part of the holiday package within the countries they are visiting. For further information visit the ATOL website at www.atol.org.uk

If your holiday is not covered by ATOL, all monies you pay us will be paid into a trust account where they will remain until the end of your holiday or you cancel. This ensures you receive a full refund of all monies paid to us for an advance booking in the unlikely event that we cannot provide your holiday due to our insolvency.

7. RESPONSIBILITIES OF AMPERSAND TRAVEL

a) Ampersand Travel will provide you with all relevant information known to us on the time and places of intermediate stops and transport connections including any seat, cabin or berth numbers (where provided to us by the transport operator concerned) in good time before your departure date. Please note this information may change prior to or after departure. We will also provide you with the contact details of Ampersand Travel's representative, local agent or another appropriate contact to enable you to contact Ampersand Travel during your holiday should you need to.

b) Ampersand Travel applies all reasonable checks to ensure that the suppliers involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, opinions and information given by Ampersand Travel in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of correspondence. It is not always possible for Ampersand Travel to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

c) Ampersand Travel promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

d) Ampersand Travel will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'Force Majeure' as defined in clause 4 above

e) Please note, Ampersand Travel cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them and any excursion you purchase in resort.

f) The promises we make to you about the services we have agreed to provide or arrange as part of our Contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

g) As set out in these Conditions we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim under this clause or clause 7 h) below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7 h) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

h) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

i) Please note, Ampersand Travel cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

j) If you die or suffer injury or illness during your holiday arising out of an activity which does not form part of the inclusive arrangements booked with Ampersand Travel, we will offer assistance where appropriate and at our sole discretion. This assistance must be requested within 90 days of your misadventure and will be limited to general advice and/or assistance with legal fees up to £500 per Contract, such contributions to be repaid to Ampersand Travel out of any judgement or insurance payment you should subsequently obtain.

8. AIRLINES & OTHER SUPPLIERS

a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to International Conventions, which limit and/or restrict the suppliers' liability. (Copies of these Conventions are available on request – please allow 28 days for delivery.)

b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed. The latest timings will be shown on your final itinerary which will be despatched to you approximately two weeks before departure. You must accordingly check this very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets and the final itinerary have been despatched - we will contact you as soon as possible if this occurs. You are strongly recommended to reconfirm all departure times and other details before starting your journey by contacting the relevant transport operator or ground handler. Aircraft changes may mean that a confirmed class of travel is not available. Any such decision is the sole responsibility of the airline and you should apply to them direct for any applicable refund. Any such change will not constitute a significant change for the purposes of clause 3 d).

c) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form in connection to these risks by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel or supplier equipment otherwise provided free.

d) In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is/are not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 3 d) will apply. Any change in the identity of the carrier or of any type of aircraft used will not otherwise entitle you to cancel or change to other arrangements without paying the cancellation charges set out in these Conditions.

e) If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

9. EXCURSIONS

Please note that when you book an excursion locally you contract with the local company providing that excursion and not Ampersand Travel. Ampersand Travel has no legal liability for anything that goes wrong on such an excursion and any claim that you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

10. DATA PROTECTION & PRIVACY

a) For the purposes of the Data Protection Act 1998, Ampersand Travel is a data controller. In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, passport information, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs.

b) We need to pass on your personal details (normally just your name and passport number) to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, local ground handler, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries.

c) By providing this information to us you consent to our holding, using and passing on in connection with your holiday the information you give us (including details relating to your physical or mental health or condition and any religious beliefs) unless you tell us otherwise in writing.

d) Ampersand Travel may from time to time contact you with information about our holidays. If you do not wish to receive any such information please inform us in writing.

e) Except as outlined above or as expressly permitted by the Data Protection Act, Ampersand Travel will keep all personal details you give us in connection with your holiday confidential and will not otherwise use or disclose them. Ampersand Travel has appropriate security measures in place to protect this information.

11. IF YOU HAVE A PROBLEM

If you are unhappy with any aspect of Ampersand Travel's arrangements while you are on holiday, you must address your complaint immediately to Ampersand Travel's local representative (or, if none, to Ampersand Travel) and to the management of the hotel or other supplier whose services are involved. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Ampersand Travel in writing within 30 days of your return. Failure to take either of these steps will deny Ampersand Travel the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this Contract.

12. GENERAL

a) Nothing in these Conditions shall be construed as limiting Ampersand Travel's liability for either i) death or personal injury caused by the negligence of Ampersand Travel or any of our employees whilst acting in the course of their employment; or ii) for fraudulent misrepresentation.

b) The Contract and these Conditions are governed by English law and both parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute, claim or other matter which may arise between us.

Please return to:

Departure Date	AMPERSAND TRAVEL LIMITED	Return Date
	Ground Floor, 20 Bristol Gardens, Little Venice, London W9 2JQ Tel: +44 (0)20 7289 6100 Fax: +44 (0)20 7289 6200	

CONTACT DETAILS (Details of person to whom correspondence will be sent)	
Name:	
Address:	
Tel:	Mobile:
Fax:	E-mail:

TRAVEL INSURANCE*

It is a booking condition that every passenger holds adequate travel insurance cover for a holiday booked with us. If you have your own insurance policy, please provide details below. If you would like to purchase the insurance policy recommended by Ampersand Travel (details attached herewith), please mark the appropriate boxes below and enclose the relevant insurance premium payment with your deposit.

Insurance Company & Policy Number:

Emergency Medical Service Company & Tel. No:

VISAS**

Visas are required for some destinations. Please check the applicable visa requirements with us. Ampersand Travel can process visas for a nominal fee (per passport) in addition to the cost of the visa.

I / We hereby accept that I / We have read, understood and accepted the booking conditions, general information, insurance conditions (where applicable) and all other information provided by Ampersand Travel Limited. All members of the party personally accept responsibility to be aware of, and comply with, insurance, health, passport and visa requirements.

To be signed, in relevant box below, by all adults travelling and a parent or guardian for persons under the age of 18 years.

Title	First Name (as in your passport)	Surname	Date & Place of Birth	Nationality	Passport Number	Date & Place of Issue	Date of Expiry	Insurance needed *	Visa** needed	Signature	Date
								Yes/No	Yes/No		
								Yes/No	Yes/No		
								Yes/No	Yes/No		
								Yes/No	Yes/No		

- **If you have any special requirements (eg. dietary, allergies, etc) please detail on a separate sheet.**

PAYMENT DETAILS	PER PERSON	TOTAL
Deposit		
Insurance		
Visa / Visa Service Charge		
TOTAL AMOUNT ENCLOSED (Please make cheques payable to Ampersand Travel Limited)		

Details of person(s) to be contacted in case of emergency:

Tel:

How did you hear about Ampersand Travel?