

Booking Conditions

YOUR PACKAGE HOLIDAY BOOKING IS WITH "Superstar Holidays Ltd" ATOL 2982 ABTA V5234.

1. Our details

Superstar Holidays Ltd trading as: Superstar Holidays of Blackburn House, Blackburn Road, London NW6 1RZ Telephone: 0207 6249708 email: info@superstar.co.uk

2. Your holiday booking

A booking will exist as soon as we issue our confirmation invoice. This 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. This contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

3. Paying for Your Holiday

When you make your booking you must pay a deposit of £300 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

For bookings made online full payment will be required for confirmed services only. You will not be required to make payment for services which are "on request" or "subject to availability". For such services we will endeavour to contact you within one working day and advice of availability.

Payment- We accept payment by cheque, bank transfers, and credit and debit cards. Any cheques returned unpaid will be subject to a £20 administration charge and alternative method of payment must be made. We reserve the right to cancel your holiday if we do not receive an alternative form of payment within 7 days of advising you of the returned cheque. We will not accept cheques for late bookings i.e. within 4 weeks of departure.

Credit/Debit card fraud contingency – if you do not supply the correct debit or credit card billing address or cardholder information the issue of your tickets may be delayed and the overall cost may increase. We reserve the right to cancel if your payment is declined or if you have supplied incorrect credit card details.

4. 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):

Period before departure in which you notify us	Cancellation charge
More than 41 days	Deposit only
28-41 days	20% of holiday cost
21-27 days	30% of holiday cost
14-20 days	60% of holiday cost
7-13 days	70% of holiday cost
4-7 days	80% of holiday cost
3 days - departure	100% of holiday cost

Note: Above is excluding any non-refundable administration fees or non-refundable promotional fares for which you were advised about at the time of booking.

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

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.

5. 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 or your travel agent. You will be asked to pay an administration charge of £50, and 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 at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

6. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances means 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 pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount per person
More than 8 weeks	NIL
Within 8 weeks	£10
Within 6 weeks	£20
Within 4 weeks	£35
Within 2 weeks	£50

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

7. If we change your booking

(a) Changes to the price

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: you must do so within the time period shown on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund:

We will pay compensation as detailed below except where the significant change is due to 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.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you
Amount per person

More than 8 weeks	NIL
Within 8 weeks	£10
Within 6 weeks	£20
Within 4 weeks	£35
Within 2 weeks	£50

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 Superstar Holidays Ltd. 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 published 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

We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 2982, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We 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 sums you have claimed under the ATOL scheme.

10. Travel Agent

Your travel agent is there to provide you with advice and assistance regarding your holiday. Any advice given to you by your travel agent that is not based on advice given by us to the travel agent is the travel agent's responsibility. We do not accept responsibility for any incorrect advice given to us in these circumstances. Your travel agent will also act to relay information between both parties and again we will not accept any liability for failure by any agent to do this properly.

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

11. ABTA

We are a Member of ABTA, membership number V5234. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

12. Complaints

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

Within normal working hours: 9-5.30pm Monday to Friday – Superstar office -0207 624 9708 email info@superstar.co.uk

Outside office hours: Please contact in the first instance the number advised your booking information and contact us as soon as possible thereafter.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Blackburn House, Blackburn Road, London NW6 1RZ 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. Please also see clause 11 above on ABTA.

13. Additional assistance

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. Telephone (9-5.30pm) 0207 7624 9708 or email at info@superstar.co.uk

14. 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.

15. 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.

16. Infants

Please note that in accordance with Air Navigation Orders in order to qualify for infant status a child must be under 2 years of age on the date of its return flight. You are responsible for ensuring the correct age is given at the time of booking.

17. Unused service

We regret that no refund will be made for any unused accommodation or for any other service of the holiday. Accommodation services or any other features of the holiday are not exchangeable and cannot be transferred to other parties except as set out in clause 4.

18. Insurance

We cannot advise or sell any travel insurance to you. However we strongly recommend you take adequate insurance to protect your travel arrangements and personnel effects. World weather is becoming unpredictable and we cannot be held responsible for any disruption to your holiday due to bad or unusual conditions. However if should an event occur outside the EU, we will endeavour to provide you with assistance to make alternative arrangements although we do not accept any liability for any costs you may incur. For details of ABTA's recommended insurance "Citybond Suretravel" call 0800 0837731 or our website www.superstar.co.uk Quote ref "J7149" to obtain a discount.

19. Delays

Occasionally delays or changes can occur to flights as a result of bad weather, strikes, air traffic control etc. Neither we nor the airline have control over such eventualities but we will do everything to ensure your comfort and minimise any inconvenience it caused. Flight information may be subject to alteration and will be advised to you at the time of booking or soon as possible thereafter.

20. Product Description

Every effort has been made to make descriptions as accurate as possible but occasionally amenities are temporarily unavailable eg electrical breakdowns, swimming pools or various facilities not fully operational in early/late season. In addition operation of amenities may be subject to Government or local licensing laws. Superstar Holidays cannot accept responsibility for such problems which are outside the control of the tour operator. Whilst every effort will be made to ensure the accuracy in the description of the product at the time of publishing we cannot accept responsibility for any changes or problems that occur outside our control.

21. Special Requests

If you have any special requests, for example dietary, adjoining rooms etc you must advise us at the time of booking. We are happy to pass on your request but we cannot guarantee that it will be accommodated. Any note of your request on your invoice confirms that we received your request and does not guarantee that we, or the relevant supplier, can meet your request. In no circumstances will any such request be accepted by us so as to form part of our contractual obligations.

22. Data Protection

In order to process your booking and ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs or dietary, religious requirements and accessibility. We take full responsibility for ensuring that proper security measures are in place to protect your data. Furthermore we would like to hold your information including any email addresses where collected by us for future marketing purposes. If you do not wish to receive such approaches in the future please inform us as soon as possible.

You are entitled to a copy of the information held by Superstar Holidays Ltd. If you would like to see this please email us at info@superstar.co.uk or write to us at Blackburn House, Blackburn Road, London NW6 1RZ.

Full details of our privacy policy can be found on our website www.superstar.co.uk or you request a copy.

