



# SANYA CHINA TRAVEL

## China Group Booking form 2012

Title Lead Passenger	Forename(s)	Surname	Date of Birth	Passport No

Address	Day Time Tel No	Evening Tel No

### China Tours 2012

GT A		Ancient & Modern Tour					
Code	Start Date	Finish Date	No. of Days	Cost per Passenger	Single Supplement price (if applicable)	No. of Passengers	Total Tour Cost
GT A1	Sat 7 Apr 2012	Sun 15 Apr 2012	9	£1,142.00	£387.00		
GT A2	Sat 5 May 2012	Sun 13 May 2012	9	£1,142.00	£387.00		
GT A3	Sat 1 Sept 2012	Sun 9 Sept 2012	9	£1,142.00	£387.00		

GT B		Yangtze River Cruise					
Code	Start Date	Finish Date	No. of Days	Cost per Passenger	Single Supplement price (if applicable)	No. of Passengers	Total Tour Cost
GT B1	Sat 7 Apr 2012	Mon 23 Apr 2012	17	£2,194.00	£707.00		
GT B2	Sat 5 May 2012	Mon 21 May 2012	17	£2,194.00	£707.00		
GT B3	Sat 1 Sept 2012	Mon 17 Sept 2012	17	£2,194.00	£707.00		

GT C		A Taste Of China					
Code	Start Date	Finish Date	No. of Days	Cost per Passenger	Single Supplement price (if applicable)	No. of Passengers	Total Tour Cost
GT C1	Sat 7 Apr 2012	Mon 23 Apr 2012	17	£2,843.00	£543.00		
GT C2	Sat 5 May 2012	Mon 21 May 2012	17	£2,843.00	£543.00		
GT C3	Sat 1 Sept 2012	Mon 17 Sept 2012	17	£2,843.00	£543.00		

### Chinese Visa Costs

Visa costs per person inclusive of our service fees	Qty	Cost per Visa	Total Visa Costs
		£120.00	

*(Or you can apply yourself saving £37 per person, please ask for a fact sheet and visa application form - we will help you every step of the way)*

### Payment Options

To pay us by cheque will incur no payment surcharge, a debit card will incur a £1.00 surcharge.			
Charges:	2.5%	3%	£1.00

### Total Payment Costs

Pricing Details	Cost
Total Tour costs	£
Total Visa costs	£
International Flight (or Train) costs (if applicable, price on application)	£
Single Supplement (if applicable)	£
Grand Total	£
Deposit (to be paid at time of booking - £250.00 per person)	£
Payment Surcharge (card charges if applicable)	£
Balance (or full payment if within 10 weeks of travel)	£

### Special information you would like us to be aware of:

In this section please let us know if you are vegetarian for example; you may have a special point to make to us. We have an excellent customer care programme, so please do not hesitate to ask questions.

I hereby accept that I, on behalf of both myself and all the other persons on this booking form have read, understood and accepted the terms and conditions and general information. I have the authority of all the persons named on this booking form to make the booking subject to these conditions. All members of the party personally accept responsibility to be aware of, and comply with, health, passport and visa requirements. I am over 18 years of age.

Signature of Lead Passenger (organiser) \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

# Terms and Conditions

## PACKAGE HOLIDAY BOOKING CONDITIONS

YOUR CONTRACT IS WITH Kevin Thrussell t/a Sanya China Travel (known as Sanya China Travel), a Member of ABTA.

### 1. Your holiday contract

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. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

[If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel].

### 2. Your financial protection

We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from Sanya China Travel you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6790. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) When you buy a package holiday that doesn't include a flight, protection is provided by way of an insurance policy with Towergate Chapman Stevens, 2 Wintersells Road, Wintersells Business Park, Byfleet, Surrey KT14 7LF.

### 3. ABTA

We are a Member of ABTA, membership number Y1345. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within twelve months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA/IDRS Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### 4. Your Holiday Price

1) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

2) When you make your booking you must pay a deposit of £200 per person. The balance of the price of your travel arrangements must be paid at least 10 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.

3) The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

OR

Changes in [transportation costs, including the cost of fuel] [dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports] and [exchange rates] mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### 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. You will be asked to pay an administration charge of £20 per person, 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 (e.g. Apex Tickets) 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.

### 6. 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 must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

### 7. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, Emirates, Virgin Atlantic, Air China, China Eastern, China southern, KLM, Qatar, Air France, Gulf Air, Singapore Airlines, Shanghai Airlines, Hainan Airlines, Qantas, Japan Airlines, Cathay Pacific, Silkair, Malaysian Airlines, Eva Air. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all

cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

Unless otherwise stated, all airline tickets are non-refundable and non-changeable. Name and address changes are not permitted.

A copy of the back page of all clients' passports must be provided to check correct spelling of all names before any airline tickets can be confirmed. Failure to do this and a booking being made can result in airline ticket being cancelled at full cost to client.

If we make a major change to your holiday, we will inform as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

### IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Period before departure within which notice of Cancellation or major change is received by us or notified to you	Amount you will receive from us
More than 60 days	Nil
31 - 60 days	£10
15 - 30 days	£15
0 - 14 days	£20

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Force Majeure We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

### 8. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Sanya China Travel, Never Despair Studios, Unit 2 Alton Road, South Warnborough, Hampshire RG29 1RT giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

### 9. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 1.5 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 transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can request copies of the transport companies' contractual terms, or the international conventions, from our offices Sanya China Travel, Never Despair Studios, Unit 2 Alton Road, South Warnborough, Hampshire RG29 1RT 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 of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. 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](http://www.auc.org.uk)

### 10. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### 11. 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.

### 12. 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.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. 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.

### 13. Special Requests and Needs

If you have any special request or medical requirements, you must inform us at the time of booking. Such requests are subject to availability. We will pass your request to the relevant supplier, but cannot confirm that the request will be met. You are advised to discuss the suitability of particular holidays with us prior to booking, if you have any medical requirements or disabilities.

### 14. Website and Policy Accuracy

Every effort is made to ensure the accuracy of prices and holiday details. These details are subject to change and availability. We advise you to check all details for your holiday at the time of booking. Complimentary features provided by hotels are accurate at the time of publication, but may alter without notice. Such features are non-refundable.