

# Booking Form



**APTP**  
Asia Pacific Travel Partner



**Please return completed form to:**

Kerala Travel Centre  
113 Newland Street, Witham, Essex CM8 1BE

FREEPHONE RESERVATIONS: 0808 178 9799  
FAX: 01376 502 453

Kerala Travel Centre Reference

Agent's Reference

Lead Booking Name

Number of Nights

Departure Date

Hotel/Tour

Departure Airport

Meal Plan   
(Breakfast only unless stated)

SURNAME (as shown on Passport)	FIRST NAME	TITLE Mr/Mrs	AGE	INSURANCE Delete as appropriate	MAILING ADDRESS or TRAVEL AGENT'S STAMP to which all correspondence and documents will be sent
				Yes/No	
				Yes/No	
				Yes/No	
				Yes/No	
				Yes/No	
				Yes/No	
<b>SPECIAL REQUESTS</b> (not guaranteed)					ABTA Number <input type="text"/> YOUR REF: <input type="text"/> <b>EMERGENCY CONTACT FOR NEXT OF KIN:</b> Name: _____ Daytime telephone: _____ Evening telephone: _____

Passports details must be sent with the booking form. Information required: Full name, DOB, passport number, date & place of issue, expiry date, nationality.

<b>INSURANCE:</b> We strongly recommend that you purchase Kerala Travel Centre's insurance with full cancellation cover. The appropriate premium should be enclosed with your deposit payment.	Insurance company: _____
	Policy number: _____
	Contact name: _____
	Telephone number: _____

<b>REMITTANCE:</b> Please reserve the holiday as detailed above for all passengers listed, on behalf of whom, I enclose payment for the following deposit/full price.	
Total cost per person	£ _____
Full price of holiday for all passengers in the party	£ _____
Deposit: £195/£ _____* per person x _____ passengers	£ _____
Outstanding amount after deposit - (Full amount must be paid 8 weeks before departure.)	£ _____
Insurance: £ _____ per person x passengers	£ _____
* If agreed deposit is more than £195, please add amount here	Total amount £ _____

<b>ACCEPTANCE:</b> I have received and accepted the terms and conditions of the Kerala Travel Centre and accept them on behalf of all passengers listed.  Signature of person travelling. Must be over 18 years.  _____  Date: _____
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<b>CREDIT CARD/DEBIT CARD:</b> I wish to pay by Mastercard/Visa/Switch/Delta, please charge the following amount to account. <b>Please note that there is a 2.5% credit card charge on all payments.</b>	
<input type="text"/>	
Valid from: ____/____/____ Expires: ____/____/____ SVS: _____ Issue No. _____	
Amount: £ _____ Date: _____	Card holder's signature: _____
Card holder's full name: _____	
Card holders billing address: _____	

## BOOKING TERMS & CONDITIONS

Your contract is with Globe Travel Centre Ltd trading as Kerala Travel Centre.

### 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 upon accepting monies from you or upon issue of our Confirmation/Invoice, which ever is the earlier. This contract is made in the terms of these booking conditions which is 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.

Please check your invoice carefully upon receipt. Amendment or cancellation fees may become payable if you do not notify us of any discrepancies immediately"

### 2. Book with confidence

For financial protection on all holiday and flight inclusive holidays we are ATOL Protected. Our Air Travel Organisers licence number is 9474. For ground only arrangements including accommodation, transfers etc you are covered by our TOPP (Total Payment Protection Policy) scheme, policy no GLTC/top/07/01. For further details about either of these schemes please see inside back cover.

### 3. How do I book my holiday?

First of all, you need to complete our booking form with details of all members of your party. The booking form must then be signed by you. Your signature confirms that you and your party accept these booking conditions. A deposit of £195.00 per person (excluding infants under two years of age at the date of return) together with any applicable insurance premium(s) must be sent to us with your booking form. However, if you book your holiday less than eight weeks prior to departure, full payment must be made at the time of booking. On receipt of your signed booking form and appropriate payment, we shall confirm the booking and send you a confirmation/ invoice. We do, however reserve the right to decline any booking.

### 4. When do I pay?

As mentioned above, you pay a deposit at the time of making your booking (or full payment if less than eight weeks prior to departure date). The balance of the cost of your holiday is payable not later than eight weeks before your scheduled departure date. If payment is not received in full by this date, we reserve the right to treat your booking as cancelled by you and apply the cancellation charges set out in paragraph 8. Please note that when payment for the deposit, full tour/holiday cost or a balance payment is made by credit card there will be a processing charge of 2.5%. All other payment methods carry no additional charges.

### 5. Is the price of my holiday guaranteed?

Whilst we reserve the right to change our prices at any time, the price of your holiday as shown on your confirmation invoice will not increase unless you amend the booking or we are forced to as a result of upward price variations in respect of the items listed below unknown to us at the time of going to press. The price of your holiday is subject to surcharges on the following items: currency, aircraft fuel, overflying charges, air and seaport charges and increases in scheduled air fares. Even in this case, we will absorb an amount equal to 2% of the holiday or cruise/excursion price to which the surcharge relates which excludes insurance premiums or any amendment charges. Only amounts in excess of 2% will be surcharged but where a surcharge is payable there will be an administration charge of 50p together with an amount to cover agent's commission where necessary. If this means paying more than 10% on the holiday Price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for your holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date printed on the invoice outlining the surcharge. Such cancellations should be notified in accordance with the items set under section 8, "if you cancel your holiday?" In no circumstances will a surcharge be notified to you within 30 days of departure. We regret we cannot make any refunds or reductions should exchange rates or other costs become more favourable to us.

### 6. If we change your holiday

It is unlikely that we will have to make any changes to your holiday. However, the arrangements for the holidays contained in our brochure(s) or on our website are made many months in advance and changes are sometimes required. Most changes are minor. When a major change becomes necessary, we will inform you or your travel agent, as soon as it is reasonably possible, if there is time before your departure. A major change is one that we make to your holiday arrangements before departure which involves change of UK airport, resort area, accommodation to that of a lower price or official classification, or international flight time of more than 12 hours (not including flight delay). You may then either:

- Accept the changes
- Purchase another available holiday from us, or:
- Cancel your holiday.

If you choose a) or b), we will pay you compensation on the scale below. If you choose c), we will refund all monies paid to us.

#### Important note:

Period before within which a major change is notified	Compensation per person (excluding infants)
More than 56 days	NIL
56 - 29 days	£10
28 - 14 days	£20
Less than 14 days	£40

Compensation will not be payable and we will not otherwise be liable to you if we are forced to cancel, delay, curtail, or in any way change your holiday as a result of "force majeure". In these Booking Conditions, "force majeure" means War, or threat of War, terrorist activity, riots or civil strife, industrial disputes, natural or nuclear disasters, fire, or adverse weather conditions, and all similar events outside our control which prevent or affect the performance or prompt performance of our contractual obligations.

### 7. If you change your holiday

Should you wish to change your tour/holiday arrangements in any way, we will do our best to meet your wishes. You would be liable to pay any charge imposed by any scheduled airline(s) for name changes, if applicable. Any change you make within 6 weeks prior to departure will be treated as a cancellation and the Kerala Travel Centre will charge a cancellation fee as set out in the clause 8 "If you cancel your booking" below. If the price of your tour/holiday was calculated on the number of people booked into the accommodation and someone in your party cancels, the price will be recalculated based on the new number of people. Kerala Travel Centre will then send you a new confirmation. Any increase in your final bill due to this change is not likely to be covered by your travel insurance policy as it is not a cancellation charge.

Please note, scheduled airlines often do not allow any name changes within a specified time of the commencement of the tour/holiday and generally not at all after air tickets have been issued. If you want or need to make a name change and an airline will not allow it, you will have to cancel the original flight and pay the full cost of another flight. This is the policy of the airlines over which Kerala Travel Centre has no control.

### 8. If we cancel your holiday

We reserve the right in any circumstances to cancel your holiday. In this event, we will refund all monies paid to us or offer an alternative available holiday of comparable standard. However, in no case will your holiday be cancelled less than 8 weeks before the scheduled departure date, except for reasons of a "force majeure" (see important note above). In either case we have no liability to you for the loss of opportunity to take your holiday. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to "force majeure" (as described in important note above) occur. In this very unusual situation, we regret we cannot make any refunds or be responsible for any costs or expenses you may incur as a result.

### 9. If you cancel your holiday

Should you, or any member of your party, wish to cancel your holiday, immediate notice in writing by the person signing the booking form must be sent to us. Such notice of cancellation is only effective when received by us and, to avoid extra costs, should be sent by registered mail. The scale of cancellation charges that will be levied are as follows:

Written notification of Cancellation received by Kerala Travel Centre, Charge shown as a % of remaining holiday cost (excluding insurance premium and flight costs)

More than	Days	Deposit
42	35 days	50%
34	28 days	60%
27	14 days	80%
Less than	14 days	100%

Insurance premiums and amendment charges are not refundable in the event of your cancelling. N.B. If one or more members of your party cancel, the cost to remaining members may increase to take into account room occupancy.

### 10. Your Insurance

It is imperative that you ensure that all of your party have adequate and appropriate insurance against cancellation charges, unexpected derailment of your holiday, medical expenses arising overseas, loss or damage to luggage and personal liability claims against you. You can select your own policy but you must ensure that the policy is adequate for your needs and that all your planned activities are suitably covered. If you do not take out our insurance policy at the time of booking, you must provide us with details of your own insurance no later than 14 days from booking before the tour/holiday is confirmed (or no less than 3 days before departure if booking within 14 days of departure) or you will not have met the terms and conditions of the booking and we reserve the right to cancel your booking with cancellation charges, as shown. We will remind you of your obligation to take out insurance as required by this clause at the time of booking, before confirmation is sent and before we cancel your tour/holiday

### 11. Brochure & Website Descriptions

The descriptions of resorts, accommodation, facilities and amenities are based on findings made at the time of inspections. If we are informed of any changes then we will, where possible, advise you prior to departure. There may be occasions, especially in low season when certain facilities such as bars, sports facilities, pools etc. may not be available. All imagery featured in this brochure is for illustrative purposes only.

### 12. Excursions and activities

Kerala Travel Centre may provide you with information about activities and excursions that are available in the area you are visiting but which you cannot book with us in the UK. We have no involvement in any such activities or excursions. These services are provided by local operators or third parties who are entirely independent of us. These operators do not form any part of your contract with us even if we suggest particular operators/other third parties and/or assist you in booking such activities or excursions.

Where we or any of our local representatives make or take any booking for or from you in respect of any 'activity or excursion' we do so solely as booking agents for the organiser or operator of the activity or excursion. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, on our website, in the resort, or elsewhere. Your contract for any such activity or excursion will be with the organiser or operator of that activity or excursion.

## OUR RESPONSIBILITIES TO YOU

### 1. Do Kerala Travel Centre accept responsibility for the quality of my holiday?

Yes, subject to paragraph 2 below, we shall accept responsibility if the services that we are contractually bound to provide prove deficient or not of a reasonable standard, or if you suffer loss or damage (other than death, personal injury or illness), as a result of the acts and/or defaults of our employees, agents, subcontractors and/or suppliers. In all cases, except where personal injury, illness or death results (dealt with below), our liability under this paragraph is however limited to the holiday price (excluding insurance premiums and amendment charges), of the persons affected in total. In addition, where services are provided by any air or sea carrier, our obligations are limited as if we were carriers within the appropriate international conventions.

### 2. Will Kerala Travel Centre be responsible if I suffer personal injury etc. during my holiday?

If, as a result of any failure to perform, or improper performance of any part of your contract with us by any of our employees, agents, suppliers or subcontractors, you or any member of your party suffers death, personal injury or illness, we shall accept responsibility providing they were, at the time, acting within the scope or course of their employment, except where the failure to perform or improper performance was due to:

- Your own acts and/or defaults, or
- Those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable, or
- An event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care.

In addition, in the case of air, sea and rail carriers, and hotel keepers, our liability is limited as if we were carriers/ hotel keepers under the appropriate international conventions. In return for this acceptance of responsibility, it is a condition of the contract that you comply with the following requirements:

- You notify us of your claim in writing within 28 days of the scheduled date of return from your holiday.
- You agree to assign to ourselves or our insurers any rights you have against any third party relating to the claim.
- You agree to give us your full co-operation if either we or our insurers wish to enforce any rights against the third party in respect of your claim.

### 3. Your obligations

You must ensure that you and your party have valid passports for at least six months and the appropriate visas required for your tour/holiday (including your journey to and from your tour/holiday destination).

It is your responsibility to arrive at stated departure places on time. Any loss or damage which you suffer through failure to do so lies with you. Our clients book on the basis that they agree to abide by all reasonable directions given to them in connection with their holiday. We reserve the right to terminate the holiday of any client, without notice, whose conduct or behaviour is disruptive or which affects the enjoyment of other holidaymakers. We shall not accept liability for any extra costs incurred by them as a result of our doing so. Aircraft captains have the right to refuse boarding to any person who, to his absolute discretion, is unacceptable under the influence of alcohol or drugs. If for this reason you are denied boarding on your outward flight, we reserve the right to treat this as a cancellation and cancellation charges will be levied.

### 4. If you have a complaint

If you have a complaint about your holiday, please inform Kerala Travel Centre immediately, who will try and resolve the problem on the spot. (We cannot begin to resolve problems unless we know they exist!) However, if it cannot be resolved in the resort, you should fill out a "Customer Complaint Report". A copy of your report will be given to you. If you fail to report such incidents in writing at the resort, Kerala Travel Centre cannot consider your complaint valid. On your return to the UK, you should write to our Customer Services Department at our Head Office within 28 days of return.

### 5. Miscellaneous

The accommodation provided is for use of those passengers shown on the final invoice and confirmed by us. Subletting, sharing or assignment is prohibited, and will result in you being evicted from your booked premises.