



A Passage to Argentina Limited Booking Conditions

The air holidays and flights shown are ATOL Protected by the Civil Aviation Authority. Our ATOL number is ATOL 6427. ATOL Protection extends primarily to customers who book and pay in the United Kingdom.

Learn more about ATOL: <http://www.caa.co.uk/cpg/atol>

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General Conditions

Any contract between you and us is subject to these Booking Conditions. The contract shall be governed by and construed in accordance with the laws England & Wales and is subject to the jurisdiction of the Courts of England & Wales. Please note that different terms and conditions may apply between you and any of the hotels, tour operators, airlines etc involved in providing your travel arrangements. If you would like to see a copy of any of the applicable terms and conditions please send us a written request and we will endeavour to provide you with the requested information.

When booking travel arrangements our contract with you begins when we receive your payment of a deposit or full payment and we have sent an invoice (or Statement of Account) to you as confirmation of this.

Please note that it is customer's own responsibility to check travel itinerary and ensure that all details are correct.

All bookings will be conditional in so far as you will be entitled to cancel the bookings by your giving notification in writing or by fax (or via a link on our website if such a facility is provided) of such cancellation and ensuring that we receive the same no later than the close of business on the 5th day following the initial booking (excluding the day of booking and Saturday and Sunday). Please note that if such cancellation is requested more than 48 hours following booking, a £50 fee may be retained to cover cancellation of flight reservations. On receipt of the cancellation we will return your deposit to you (less the above mentioned fee should it be applicable). If no cancellation is received the contract will be concluded

and will become unconditional. This arrangement cannot be applied to bookings made within 8 weeks of departure as full payment is due at the time of booking.

At the time of booking, you will be notified as to the date by which payment of the total amount will be due. If payment is not received within 48 hours of this final payment date, this will result in automatic cancellation of the booking and loss of deposits made for the booking.

It is a condition that you are at least 18 years of age. All bookings are personal to you and may not be sold, assigned or otherwise transferred other than as detailed below.

Status of Booking

We may use the following terms when referring to the status of your booking:

Confirmed means that the airline, hotel, or tour operator has accepted your reservation from “A Passage to Argentina Ltd”, subject to the usual reservation conditions;

Request means your arrangements have been requested although they have not yet been confirmed;

Waitlist means that your flight, hotel or tour arrangements are currently full and your name has been placed on a waitlist.

Cancelled means your flight, hotel or tour arrangements are cancelled;

Provisional Fares means that the airline, hotel or tour operator has not confirmed the exact fare at the time of booking and any increase in cost must be met by the client.

Unable means the airline, hotel or tour operator cannot meet your request.

ATOL Licence Information

The air holidays we operate are ATOL protected as we hold an Air Travel Organiser’s Licence (**ATOL**) granted by the CAA. Our ATOL number is 6427 (A Passage to Argentina Limited). 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.

Payment Conditions

Deposits due on Booking

To make a booking we require an initial non-refundable deposit which is normally 20%. This is apportioned to the air travel element of your itinerary. However, additional deposits may be required to hold other facilities arrangements such as hotels and tours the details of which will be advised to you at the time of booking.

Payment of Balance

Final payment is not usually due until 8 weeks before departure. Bookings made within 8 weeks of travel require full payment upon you receiving notification that your booking is Confirmed.

Please note that airfares are subject to increase until full payment is received and tickets have been issued, it is therefore to your advantage to finalise payment as soon as you can after booking.

If you have booked separate items of hotel accommodation, tours or other facilities with “A Passage to Argentina Ltd”, these same payment conditions apply.

Additional Charges

We reserve the right to change our prices at any time before you book. If we do you will be told of the revised price applicable to your booking before you commit yourself.

As soon as you have paid full payment, your holiday arrangements have been confirmed and we have sent an invoice to you as confirmation of this, we guarantee that the price of your holiday will not be subject to any surcharges excepting for:-

- (i) variations in transportation costs, including the cost of fuel;
- (ii) variations in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports.

If the above price variations increase the price of your holiday by more than 10% you will be entitled to;

- i) take our offered substitute package of equivalent or superior quality if we are able to provide one
- ii) take our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered
- iii) cancel your holiday with a full refund of all monies paid

Where the package includes international flights, the price of the flight can only be guaranteed once full payment of this component has been settled. Should our suppliers indicate a change in flight cost, this will be passed directly to the customer. We strongly recommend to our customers to settle the flight cost component as soon as possible to guarantee the cost of air travel.

Cancellations/Amendments/Refunds

It is important that you are fully aware of the cancellation and administration charges relating to your contract with "A Passage to Argentina Ltd".

The circumstances surrounding cancellations and refunds vary greatly. Should you need to cancel or amend your booking please contact us as soon as possible and quote your booking reference. Any requests for cancellation or amendment must be confirmed to us in writing by the person who made the original booking.

Amendments

Booking Changes - Any change of itinerary before receipt of full payment on any particular ticket(s) will be termed an amendment. An amendment charge of up to £30 per change will be levied to cover our administration costs. You will also be responsible for any additional charges for changes to hotel accommodation, tours and other travel arrangements and any other additional charges incurred as a result of the requested amendment (e.g. cost of replacement visa, re-ticketing costs of scheduled transport etc.) Should it not be possible for us to make your requested amendments, for whatever reason, you have the choice of proceeding with the holiday as originally booked, or of cancelling and paying cancellation charges in accordance with the cancellation conditions set out below.

Any change of itinerary after receipt of full payment, for any ticket(s), will be subject to applicable cancellation conditions.

Name Change – In most cases, for security reasons, airlines do not generally allow name changes. You must provide us with full written details at least 7 days prior to departure, and you will remain liable to pay the cost of the holiday plus an alteration fee equivalent to our costs.

- Air tickets: Where you are prevented from travelling, we will endeavour to have the Air Tickets changed on your behalf, but can offer no guarantee of success.
- Land charges: You can transfer the land component of your booking to another person nominated by you in writing.
- Any name change is conditional on the nominated person obtaining the requisite replacement visa. The nominated person must also satisfy all the conditions applicable to the package, tour or holiday. If the visa cannot be obtained and the conditions are not satisfied, then normal cancellation charges will apply. Please note that the cost of new visas and insurance (where applicable) will also be payable.

Cancellation By You

Should you wish to cancel your booking, you should notify us directly in writing as soon as possible.

For confirmed bookings cancelled before receipt of full payment on any particular ticket(s), the booking deposit will be retained by us.

For cancellation after receipt of full payment, cancellation charges will be levied according to the number of days prior to departure that we receive written notice of the cancellation:

Number of Days Notification Received Prior to Departure Date	Amount retained by APTA
More than 56 days	Deposit only
22-56 days	50% or deposit, whichever is higher
15-21 days	70% of final invoice
8-14 days	90% of final invoice
1-7 days and date of departure or later	100% of final invoice

Airline Reservation and Ticket Cancellation - Please note that cancellation charges of 50% per ticket or £100 per ticket, whichever is the greater, will apply to any cancelled tickets not specifically covered under the cancellation conditions set out above. On any fixed dated ticket there is a 100% cancellation charge if the ticket is part used, or the reservation is not cancelled prior to the first flight. Please note that all flight cancellations (where a refund applies) must be notified to "A Passage to Argentina Ltd" prior to the first flight.

Special requests

Where you have special requests, such as facilities for certain medical conditions, you should make these known to us at the time of the booking. We will contact our suppliers and make every endeavour to arrange for these considerations to be taken into account. Where this is not possible we will inform you within a week of your request and offer full refund of any payments made.

We will forward any reasonable request (such as meal requirements, airline seats) to our providers, but they cannot be guaranteed and will not form part of our contract.

Changes to stated itineraries

Sometimes due to unforeseen circumstances (such meteorological conditions), we may need to rearrange itineraries. In such cases will make every effort to provide as much advance notification as possible. Where cancellations are involved see section 'Cancellations by Us'

Cancellation by Us

It is very unlikely that we will have to make any changes to, or to cancel, your holiday. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines etc., over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you.

Should we have to cancel any excursion, tour or holiday we will offer you the choice of an alternative excursion, tour or holiday of equivalent or superior quality (if available) or a excursion, tour or holiday of lower quality if you require it (if available) in which case we will refund to you the difference in price between the original booking and the excursion, tour or holiday of lower quality; or we will make you a prompt refund of any monies paid by you to us under the original booking. In the unlikely event that it is

necessary for us to cancel or significantly alter a tour in other circumstances, we will offer compensation to you as detailed below:

Number of days prior to tour that notification of cancellation is given	Amount of Compensation
More than 56 days	£10
56-42 days	£20
41-15 days	£30
14-0 days	£35

Compensation will not be paid if:

- (a) the item (eg: excursion, tour or holiday) is cancelled because the minimum number of persons who agree to take it is less than the economic minimum number of persons required and you are informed of the cancellation in writing at least 3 weeks prior to the departure of your tour or holiday; or
- (b) the package is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

If you choose not to accept our offer of compensation as specified above you may either refer your claim for compensation to a Court or through arbitration. The Association of British Travel Agents (ABTA) has established an arbitration scheme which is separately administered by the Chartered Institute of Arbitrators. The scheme provides a simple and inexpensive method of resolving disputes and provides for restricted liability for the customer in respect of costs. Full details of the scheme can be obtained from ABTA (<http://www.abta.com>).

Refunds

Airline Ticket Refunds - Tickets returned will be presented to the airline for assessment. As soon as we receive a refund from the issuing airline, we will forward it to you less any cancellation or administration charge. Please note that refunds for part used/returned halves of tickets are always less than the pro-rata rate and may have no refund value whatsoever. Refunds usually take 8-12 weeks but in isolated cases may take longer. Refunds will be processed via the original method of payment, except for cash transactions where refunds will be provided by cheque.

Tickets returned more than one year from the date of issue are classed as expired by the airline and will generally have no refund value at all.

If tickets are lost or stolen, certain airlines will not issue duplicates. New tickets may then have to be purchased locally, at the local fare. Even if replacement tickets are purchased, certain airlines will not issue refunds for lost/stolen tickets. A delay of up to 18 months is possible before we can receive authority from the airline to make any refund. "A Passage to Argentina Ltd" applies a further £25 administration charge per ticket over and above cancellation charges in such cases.

Please ensure that any tickets returned to "A Passage to Argentina Ltd" are sent by registered post.

Hotel/Tour/Other Travel Arrangements Refunds - No refunds are given for wholly/partly unused tickets, vouchers or accommodation reservations. Under any other circumstances please refer to the booking conditions in A Passage to Argentina's web site (<http://www.apta-travel.com>) or brochure.

Airline Reservations - All flight reservations are subject to seat availability of the relevant booking class, which at certain times may be limited. Any alterations you may wish to make are subject to a confirmed itinerary.

Methods of Payment

1. Direct Credit/Bank Transfer – Payment may be made from your bank directly to our bank account:

Bank: **Barclays Bank PLC**
Account name: **A Passage to Argentina Ltd**
Account n°: **83501841**
Sort code: **20-72-17**

“A Passage to Argentina Ltd” must be notified by any direct credit or bank transfer and the payment must be identified by the passengers name and booking reference.

Liability

In respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

Complaints

If you have a problem during your holiday, please inform the relevant airline, hotel, tour operator or other supplier immediately so that they can endeavour to remedy the situation. If they cannot resolve the difficulty, you must contact “A Passage to Argentina Ltd” immediately by telephone or fax so that we are given an opportunity to help. “A Passage to Argentina Ltd” will not hold themselves responsible for the non-performance of the itinerary through causes beyond our control or when we are not notified of the problem at the point where remedial action can be taken. In the unlikely event that the complaint cannot be resolved at the time, you should write to us within 90 days of returning home and provide us with your original booking reference number and any other relevant information. If you fail to take any of these steps this will hinder our liability to put any problem right and investigate it fully and any right you may have to receive compensation will be reduced or completely invalidated.

Emergency Contact

In that you experience an emergency outside of “A Passage to Argentina Ltd”'s normal operating hours, please telephone +44 870 1999 767 and fax details to us on +44 870 1991 767 for a priority response.

Other Travel Information

Passport & Visa Requirements - Please ensure that you are fully aware of all passport and visa requirements and that you allow adequate time to obtain them. You should travel with a passport that has a minimum validity of six months remaining at all times. This is an immigration requirement for many countries (notably Argentina) and airlines. Please check with your APTA travel consultant if you will not have the recommended validity whilst travelling.

Your itinerary notes only the visa requirements for those countries which are listed on your itinerary. If you intend to visit or transit through other countries, please ensure you are fully aware of all relevant visa and passport requirements. The Foreign and Commonwealth Office offers useful and practical advice on travelling overseas. [Foreign Office Advice Telephone number: (020) 7008 0232/0233; Website: <http://www.fco.gov.uk>]

Health Requirements - Health facilities, hygiene and disease risks vary worldwide, you should obtain health advice on your specific needs as early as possible. It is your responsibility to ensure that you have fully complied with all health and immunisation requirements of the countries you may be visiting. Advice can be obtained from your GP. The Department of Health offers a free leaflet, Health Advice for Travellers' (Telephone 020 7210 4850)

Insurance – It is requirement from “A Passage to Argentina Ltd” that you subscribe to a travel insurance policy before departure, covering the whole length of your stay and covering you for medical and repatriation expenses should you be in need of such facilities. “A Passage to Argentina Ltd” has its own insurance scheme which you can subscribe to or you can arrange alternate equivalent cover. You are required to provide evidence of such insurance cover to us before tickets can be issued.

Carriage by Air – Carriage by air is subject to the terms and conditions by the carrier with whom you travel and to international conventions, which may limit liability. Transport timings and routings are provided by the airlines and other carriers concerned. They are also subject to change as a result of air traffic control restrictions, weather conditions, operational or maintenance requirements and the requirement for passengers to check-in on time. “A Passage to Argentina Ltd” has no control over any of the items set out in this paragraph.

Rerouting - As a general rule, airline tickets cannot be rerouted or transferred to another airline.

Flight Reconfirmations – Please reconfirm all onward flight reservations with the relevant airline at least 72 hours prior to departure. In addition, it is important to establish if there have been any changes to your flight timings since leaving the UK. Unless “A Passage to Argentina Ltd” has advised you to reconfirm the first flight out of the UK there is no need to do so.

Taxes – “A Passage to Argentina Ltd” will advise you of all mandatory pre-paid taxes.

Airline Seat Requests – “A Passage to Argentina Ltd” is happy to request pre-allocated seating when the airline policy allows us to do so, however acceptance of such requests by the airline cannot be guaranteed, and therefore they form no part of your contract with “A Passage to Argentina Ltd”.

Special Requests – “A Passage to Argentina Ltd” is happy to make any special requests for your itinerary, however, acceptance of such requests by the hotel, or tour operator cannot be guaranteed, and they therefore form no part of your contract with “A Passage to Argentina Ltd”.

Photographic Identification – Some countries require that photographic identification be carried at all times. “A Passage to Argentina Ltd” recommends that passports be carried whenever flying.