

BOOKING CONDITIONS

Please read the following conditions carefully, they are the terms of your contract with Tunisia First LLP and apply to all holidays and prices quoted in the Tunisia First brochure.

Consumer protection

The air holidays and flights advertised in the Tunisia First brochure/website are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5933. 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.

1. Your Holiday Contract

The contract is between Tunisia First LLP (registered in England & Wales OC303008) and the person making the booking, together with all other persons travelling and on whose behalf the booking has been made. A contract is made when we confirm the booking and issue a confirmation invoice confirming details of the booking made.

2. Deposit payment

For bookings made 12 or more weeks prior to the travel date a deposit of £375 per person will be required from all persons travelling on the holiday together with any insurance premiums and or payment for car hire required.

3. Balance payment

Full payment of the holiday for all persons travelling will be required 12 weeks prior to the travel date. The date balance payment is due will be printed on your holiday confirmation/invoice. This condition will also apply to new bookings made within 10 weeks of the travel date when full payment is due at the time of booking.

4. Your holiday price

Once you have booked, whatever happens to the value of the UK£, the price of your holiday will not be subject to any currency surcharges. The price of your holiday is, however subject to surcharges on the following items: governmental action, increases in scheduled air fares, aircraft fuel, overflying charges and airport charges including increased security charges. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums, car hire payments and any amendment charges. Only amounts in excess of this 2% will be surcharged and for which we will be obliged to collect an additional amount of £1 per person to cover administration charges. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any insurance premium and or car hire payment made or amendment charges. Should you decide to cancel your holiday because of this, you must exercise your right to do so within 14 days from the issued date printed on the surcharge invoice. The

exchange rate used for calculating holiday prices in this brochure is **£1 = 3.000 Tunisian Dinars.**

5. If you change your booking

If you wish to make any changes to your holiday, such changes must be requested in writing and any changes that we agree to make will only be effective on the date we issue you with a new holiday confirmation invoice. Any request for change will be subject to an amendment fee of £35-£50 per person plus any additional costs incurred in making changes to the booking. **Please note:** Amendments to names of passengers travelling on scheduled flights, once tickets have been issued, would incur a cancellation charge of 100% of the ticket value.

6. If you cancel your booking

If you or any member of your party have to cancel the holiday, or any of the prepaid arrangements, or if we have to cancel your holiday because the confirmation invoice has not been paid by the due date, then you will incur cancellation charges based on percentages of the total holiday cost as shown below.

Up to 41 days	deposit only
29-42 days	50%
22-28 days	75%
8-21 days	90%
0-7 days	100%

Insurance premiums are not refundable

The cancellation date is the date that we receive written notice of the cancellation in our office, signed by the person who signed the booking form. We will issue a cancellation invoice within two weeks of receiving the written cancellation request.

7. If we make changes to your booking

Arrangements for all of the holidays made in our brochures are made many months in advance. Therefore there may be occasions when we will need to make changes, which we reserve the right to do at anytime. Generally these changes are minor, and we will notify you when the final documents are sent. A Major change to the contract is one which would involve a significant change to the holiday, such as a change of destination or UK airport (except between London Heathrow and Gatwick), overseas resort, or accommodation of a lower category than booked. If a major change becomes necessary after we have confirmed the booking, we will inform you immediately changes are notified to us and offer you the choice of A. accepting the altered arrangements B. an alternative holiday of at least a comparable standard if available C. a full refund of all monies, payable within 14 days of you requesting such a refund.

Force Majeure: Tunisia First LLP will comply with the guidelines issued by the Foreign Office and we reserve the right to cancel the holiday if it is deemed by the Foreign office that a destination is totally unsafe for the purposes of holiday or travel.

8. The brochure

We have made every effort to ensure that all the information contained in our brochure is accurate and correct at the time of going to press. All of the facilities mentioned in the descriptions are generally available

for the duration of the brochure. However, we must point out to you that at certain times the provision of a facility within a hotel or apartment may be withdrawn either due to seasonal, weather conditions or maintenance. If we are advised by the property owner of any changes to the brochure description prior to the travel date, which we believe will significantly affect the overall enjoyment of your holiday, we will communicate this information to you and give you the option of changing your booking to another property of a similar standard/holiday price. If you decide to amend your holiday to a different star rating than booked then we will either refund the difference (in a situation when the new holiday is of a lesser value than booked) or bill you for additional costs (in a situation when the new holiday is more expensive than the one already booked)

9. Building work

If we are advised of building work which in our opinion may affect the overall enjoyment of your holiday we aim to tell you before you leave and will provide you with the opportunity to change the holiday to another property. We cannot provide this advice on bookings made within 10 weeks of departure date.

10. If you have a problem

If you have a problem when you are on holiday **you must report this to our local representative immediately** who will work with the property owner to prevent your holiday from being spoilt. We are unable to consider any claims for compensation when neither our office, local representative nor the property owner has been given any opportunity to put the matter right whilst you are on holiday. In the unlikely event that the problem cannot be resolved to your satisfaction in resort, then you must report to us within 28 days of the scheduled date of return from the holiday, advising us of the action taken in resort and the names of the people to whom the matter was reported.

11. Our responsibility

We arrange contracts for accommodation and other arrangements through suppliers who we have taken reasonable care to make sure have good reputations and run safe and efficient businesses. We will monitor and control the performance of our suppliers and judge their performance against the standards and customs in the country where the services are provided We will pay compensation if those suppliers fail to provide the services they agreed to supply as part of the package originally sold to you. We will assist with liability for claims for personal injury arising as a result of our staff and suppliers being negligent while in the course of their employment or contract. We cannot accept liability in the following circumstances. A. If any member of your party is at fault. B. If the failure is the fault of someone else not connected with providing the services which make up the holiday which we have confirmed to you. C. Any unusual circumstances beyond our control, which we could not have avoided even if we had used all care possible. **In respect of travel by air, sea and rail, and the provision of accommodation our liability**

will be limited in the manner provided by the relevant international convention. (Copies available on request) We will offer prompt help to you if you suffer any difficulty while you are on holiday. If, through no fault of your own you suffer personal injury or death during the period of your holiday arising out of an activity which is not part of the holiday arrangement we will help sort out any claim against anyone else. This help will include the provision of translation services, communication with the authorities and others in foreign resorts, the recommending of local lawyers (if needed), explanation of procedures to be followed and the notification of any time limits, subject to our spending on all such activities on behalf of you and your party a maximum of £5,000 in total. This is on condition that you **take our insurance cover** and confirm that you will make a claim under the Legal Expenses section of the insurance cover in respect of any legal fees incurred for that purpose, and that you will reimburse us at the completion of your claim.

12. English Law

The contract is made on the terms of these booking conditions, which are governed by English law and the jurisdiction of English courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

13. Insurance

It is a condition of booking with us that you take out our insurance, or another policy offering the same or greater protection. The cost of medical and other treatment overseas can be high, and if you do not have insurance we will not be able to help you.

14. Behaviour

We can end your holiday if your behaviour or that of any member of your party is likely in our opinion to cause distress, damage or danger to or to annoy our other customers, employees, accommodation or anyone else. If you are prevented from travelling because any person in authority thinks you appear to be unfit to travel or likely to cause discomfort to or disturb other passengers, we will not be liable to complete your holiday arrangements, and you will not be liable for any refund, compensation or any other costs you have to pay. We cannot accept liability for the behaviour of others in your accommodation or flight, or if any facilities are removed as a result of their action.

15. Booking form

The person signing this booking form warrants with us that he/she has the authority of all persons named on the booking form to contract on their behalf for all the services requested and any subsequent alteration or cancellation.

16. Travel documents

It is your responsibility to ensure you and all members of your party with whom you are travelling have valid travel documents. If we or your carrier are fined as a result of you or a member of your party holding incorrect documents, we will ask you to pay this amount.

ALL YOU NEED TO KNOW

Your holiday is important to us so please take time and carefully read the following information prior to booking.

1. Booking the holiday

To secure the holiday of your choice we strongly recommend early booking. You can make a booking either through your travel or by telephone on **01276 600100**. Our office hours are 09.00 -17.30 Monday to Friday and 09.00-13.00 Saturday. All of the properties and resorts featured in our brochure are known to at least one member of our staff. Please do not be afraid to seek advice, it is important to us that you choose the holiday best suited to your requirements.

If we do not have the information when you telephone us, we will contact the resort/property and obtain the information you require. When making the booking we will need to know the dates of travel, departure point, duration, number of passengers, ages of any children and room types required. We will check availability then provide you with a verbal holiday costing. To complete the booking we will require a signed booking form together with the deposit, or full payment if the booking is being made within 10 weeks of the date of travel and insurance premiums if required. Cheques made payable to Tunisia First LLP.

2. Holiday confirmation and invoice

We will process your holiday on receipt of the booking form and payment. A confirmation invoice will be issued confirming exact details of the holiday booked together with the prices. On receipt of this confirmation invoice please check the details carefully and give us a telephone call if you spot any errors. (e.g. spelling of names, incorrect initials, ages of children etc.) The confirmation invoice will tell you the balance due date.

3. Flights

Provisional flight times will be given to you at the time of booking. Unfortunately it is a fact of life that flight times often change between the time when you book the holiday and when you actually travel. We will inform you in writing of any changes in excess of 2 hours advised to us prior to the date of travel. **When you receive the tickets please check them carefully and take special note of the flight times.** If you have any queries please give us a call.

4. Accommodation

We have made every effort to describe accurately details of the accommodation featured in our brochure. Hotel rooms usually have twin beds plus extra bed (s) (or camp beds) for third or fourth person sharing. Extra beds in hotel rooms are normally suitable for children sharing with parents. If there is a stocked mini-bar in the room then guests are responsible for any drinks consumed and charges must be paid directly to the hotel prior to leaving. Studios usually have twin beds plus convertible sofa beds in the lounge area. Apartments normally have a separate bedroom and a lounge with convertible sofa beds. Kitchenettes usually have a minimum of two cooking rings (unless otherwise stated) and a fridge.

Cooking utensils supplied are relevant to the total occupancy. A room with private bath or shower & WC is a bathroom with a bath and shower attachment. In Tunisia hotels graded 4 stars and above normally have a separate WC. Where satellite TV is provided it is tuned in to a number of channels one or two of which may be in English.

5. Air conditioning

Most hotels only offer air conditioning between 1st June and 30th September, but dates vary. The standard of air conditioning will vary from hotel to hotel. In older hotels the effectiveness of such air conditioning may not be up to European standards. It is also possible that due to government restrictions or the hotels own policy on energy use that the management may be required to turn off air conditioning at any time.

6. Swimming pools

Swimming pools do have to be emptied from time to time for cleaning or maintenance. It is usual for the hotelier to offer alternative arrangements in the event of pool closures and Tunisia First cannot be held responsible for pool closures which take place whilst you are on holiday. Indoor pools are generally available for use during the winter months and may not be open in the summer.

7. Hotel charges

Hotels may make charges for the entrance to, or participation in, night-clubs, discotheques, special activities or for children's facilities such as cots, baby-sitting or equipment loaned for sporting activities, spa & fitness centres, use of air-conditioning, saunas, safety deposit boxes, umbrellas and sun loungers etc.

8. Meal arrangements

Are usually based on self-catering in studios or apartments, room and breakfast or half board in hotels. Full board and All inclusive is available as an option where stated. Hotels do not give any refunds or credit for missed meals. It is possible that you may miss a meal due to the arrival or departure time of your flight and it is up to the hotel's discretion whether or not an alternative meal is provided at another time during your stay to make up for this.

9. Classification of properties

Official star ratings quoted in our brochure have been allocated by the Tunisian Tourist Authority and are based on standards agreed in Tunisia.

10. Special requests

Please state at the time of booking if you have any special requests and whilst we cannot always guarantee these we will make every effort to satisfy your specific requirements.

11. Passports & visas

You are responsible for making sure you and all members of your party have valid documents for travel. British & Irish Nationals just require a full passport valid for the full duration of the holiday. Other nationalities may require a visa which takes 3-4 weeks to process and you should check with the Tunisian Embassy. 24 hour helpline 09065508977

12. Health requirements

At the time of going to press no certificate of vaccination is required for Tunisia. The department of health currently recommend protection against typhoid, polio, tetanus and hepatitis A. However, for up to date information please check the Department of Health free leaflet 'Health Advice for Travellers' available from 0800 555777 or your general practitioner.

13. Tunisian Tourist Board

For more information on Tunisia please contact the Tunisian Tourist Board on 0207 224 5561. Fax 0207 224 4053. Internet www.cometotunisia.co.uk email info@cometotunisia.co.uk or personal callers may call in at 111 Baker Street, London W1U 6SG.

14. Tunisian currency

The official unit of the currency is the Dinar which is divided into 1000 millimes. At the time of going to press rate of exchange was **UK£1 = 3.000 Dinars**. Dinars can only be purchased on arrival in Tunisia. You can change money at the airport on arrival, in hotels, cash machines or at banks. Please only change into Tunisian Currency the amounts that you require to use on holiday as you can only change back a maximum of 30% of the total sum originally exchanged. Retain the exchange receipts as you will need to produce these when changing money back. Tunisian money cannot be taken out of the country. Please note that Scottish and Northern Irish bank notes are not accepted. You will need to declare cash in excess of £600 when entering Tunisia. Please note this sum does not apply to travellers cheques.

15. Credit Cards

Larger shops and most 4 and 5 star hotels accept credit cards for payment of goods and services. Some hotels of lower star rating may accept credit cards for payments. Please ask before making any purchases. It is possible to obtain cash from machines using VISA or MASTERCARD credit cards with your pin number and in major banks where you can draw the equivalent of £150 in Tunisian Dinars per day.

16. Local Conditions

Development of hotels and resorts is an ongoing process and this is no different in Tunisia. It is possible that there may be building work in the vicinity of your hotel or within the resort. Unfortunately it is not possible to foresee the nature of such work, so please bear with us over these problems as after all they are ultimately for the benefit of all tourists.

17. Local Time

Summer (Apr-Oct) Central European time GMT plus two hours* and Winter November-March GMT plus one hour. The time in Tunisia becomes one hour ahead of UK time. (E.g. UK time 16.00hrs. = Tunisia time 17.00hrs. * Exceptions occur during Ramadan.

19. Vacation of Rooms

Accommodation is not normally available for occupation before midday on the day or your arrival. On the final day of your holiday you will be asked to check out of your accommodation in the morning, usually before midday. Please enquire with reception if you can extend use of your room 24hrs in advance.

HOLIDAY PRICES

What's included?

Return flight from UK departure airport, in-flight catering if included by the airline, air passenger duty, UK and overseas taxes, return transfers to your resort/hotel if requested (unless you opt to pick-up self drive car at the arrival airport), accommodation and meals as stated on your holiday confirmation/invoice and the services of our local representatives.

What's not included?

Flight supplements and/or room supplements as applicable to your holiday selection e.g. regional flight supplements, sea view or meal supplements if not already included in the holiday price. **Holiday Insurance** (which you must take and is part of our booking conditions) Charges made by the hotel for a provision of a cot or facilities not included by the hotel e.g. watersports on the beach, towels for use around the swimming etc., which must be paid for locally. Security supplements.

Child prices:

Children aged 2-11 in hotels and 2-15 in apartments sharing a room with two adults will normally receive discount on adult price unless otherwise stated in the price panels. Infants under 2 and not occupying a separate seat on the aircraft will generally pay between £69 - £99. Any services provided by the hotels for infants must be made directly to the hotel in resort.

HOLIDAY INSURANCE

We strongly recommend you take out travel insurance cover through Tunisia First and we can then provide assistance both locally and in the UK with your claim. Tunisia First has made arrangements with Holiday Extras to provide **GOLD** cover