



HOLIDAY GUIDE

BOOKING CONDITIONS

BOOKING FORM

SOMAK EXTRAS

HOLIDAY GUIDE & BOOKING CONDITIONS

When planning your travels it is easy to be swept away by the holiday spirit and overlook 'mundane' details which are not part of your holiday dream. However, the information on the following pages is very important as it forms the basis of your agreement with Somak Holidays and we ask you to read it carefully. In particular, the Booking Conditions detail our responsibilities to you and yours to us and provide guidelines to cover circumstances which may arise.

When you sign the Booking Form or acknowledge agreement of our booking conditions via our online booking site, you are confirming that you have read the Booking Conditions and agree to be bound by them.

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Please read the Holiday Guide and Booking Conditions and the information contained on the relevant individual destination introduction pages, as these, together with other information contained in our brochure, form the terms and conditions of the contract between you and Somak Holidays ('Somak').

We trust that you will thoroughly enjoy your holiday with Somak and sincerely hope that the experience will ensure that you will book with us again. The basis of a good holiday is the careful selection by you of your resort/hotel/itinerary. Space in our brochure is restricted, hence we strongly recommend you seek supplementary and independent information from the applicable tourist offices, libraries, guide books or the internet, rather than rely solely upon the necessarily limited presentation of brochure information. Whilst our staff are happy to advise you generally, the ultimate choice of holiday destination is yours.

ACCOMMODATION – Unless otherwise stated, accommodation is in standard twin/double rooms, though double beds cannot be guaranteed. Specific room requirements cannot be guaranteed as the allocation of rooms is at the discretion of the hotel proprietor. Rooms are generally available between noon and 3pm, and are to be vacated between 10am and noon, irrespective of your arrival or departure times. Dayrooms, subject to availability and extra cost, may be available. A triple room is usually a twin/double room, with an additional bed of a folding, pull-out design, hence conditions may be cramped. The standard and location of single rooms is not always as good as twin/double rooms (even if a twin/double room is booked for sole occupancy). A supplement is payable whether the room allocated is a single or a twin room. Superior and deluxe rooms may have the same facilities and be the same size, it may only be the view or position of the room that is different. In the tropics, be prepared to encounter insects (e.g. cockroaches, mosquitoes, ants, etc.) in your hotel room, especially at beach resorts where they are a natural occurrence and do not reflect the standard of hygiene and cleanliness. 'Sea view' – means the sea can be seen from your room but may be partial or at an angle.

AIRLINES – The airlines used for long-haul flights featured in this brochure is stated on the relevant pages of the price guide. All airlines for such flights use wide-bodied aircraft, e.g. Boeing 747, 767 and 777, Airbus A-300, A-310, A-330 or A-340. We reserve the right to substitute alternative airlines. Many airlines featured by us operate a code-share system, whereby partner airlines may operate flights on the stated airlines behalf. It is not possible to cancel travel arrangements without cancellation charges being applied because of this. Domestic connections within the UK or to Europe are generally on narrow-bodied aircraft, it is generally not possible for us to print specific information on these routes, as such details change regularly.

AIRPORT TAXES – UK Air Passenger Duty and all UK Airport departure taxes are included in your holiday price. Foreign departure/airport taxes vary and may be payable locally, in cash, for each departure. If departure taxes need to be paid locally we have given details on the applicable pages, however, this information is subject to change. If you are travelling to more than one destination on your holiday, you may be required to pay a departure tax at each point.

BAGGAGE – Your personal effects and baggage are the responsibility of the airline from check-in to baggage recovery at your destination airport. In accordance with the International Conventions that apply to the air travel industry, compensation for delay, loss of, or damage to baggage, from the airline (on international, or on domestic sectors ticketed as part of an international journey), is limited to up to 1200 Euros. However, if travel insurance is effected, the actual value of any loss (subject to any deductibles, limitations or exclusions of the policy) is normally payable. In order to obtain any compensation, you must complete a 'Property Irregularity Report' before you leave the airport, with a representative of the airline within the time limits specified on your air ticket. Baggage allowances will be shown on your air tickets. Please note that infants do not get a baggage allowance. Excess baggage is carried at the airline's discretion and may incur charges, payable directly to the airline. For all transfers, it is your responsibility to ensure that all your belongings are loaded onto the correct transfer vehicle. Somak will not be responsible for lack of insurance cover relating to the loss of, or damage to, baggage.

BALLOONING – Please note that balloon flights will only operate in the event that your pilot judges the conditions to be safe and appropriate for your flight. As on any aircraft, the pilot reserves all rights in respect of the carriage of passengers and their luggage/equipment. Somak will not pay any compensation for disappointment as a result of the cancellation of your balloon flight. A full refund of the cost of your balloon flight, if appropriate, will be provided in the event of cancellation as a result of matters beyond our control. Furthermore, it is your responsibility to ensure your holiday insurance covers activities such as ballooning as many insurance policies require the payment of an additional premium to cover 'hazardous activities'. In the event of your ballooning being cancelled, we are unable to refund any such insurance premiums. Should an additional ballooning excursion be booked that coincides with a pre-arranged game drive, no refund for the latter will be available.

BROCHURE ACCURACY – Every care has been taken to ensure that the information in this brochure is accurate at the time of printing. The facilities described at a hotel and of our itineraries are those that are typically available. It is conceivable that hoteliers may, without notice, decide to change facilities which may then be temporarily, or even permanently, unavailable for e.g. maintenance purposes or during periods of low occupancy. As a result of local conditions e.g. weather, time of year etc., tours, excursions or cruises may change from those advertised in our brochure/advised in your itinerary. Occasionally it is also necessary to change a hotel or hotels on tours. Such changes are beyond our control but when we are advised of any significant or long-term changes prior to your departure, we will try to notify you if practicable and time permitting.

BROCHURE PRICES – Please see Booking Conditions (clause 3). It is possible that some of the prices contained within the brochure may have changed since it was printed. You will be informed of any changes to the relevant prices contained within this guide at the time of booking. All prices are based on special contract rates with suppliers, and Somak will not make any adjustments should similar services be offered at a different price locally. Extra Night Prices: All per night prices shown are based on the actual dates that you occupy the accommodation, and not on the date that you leave the UK. Number of nights stated in the price grids indicate the actual number of nights spent in resort.

CHILD PRICES – Children under 12, sharing a room with two full paying adults, receive a discount on their holiday. Child prices for all holidays are available on request. Clients are notified that children taking advantage of child reductions must be under 12 on the return date of your holiday to qualify, otherwise airlines have the right to deny boarding, without paying compensation or providing a refund.

CLIENTS WITH SPECIAL NEEDS – Less developed destinations may lack even the simplest facilities e.g. ramps or lifts etc. We cannot guarantee that the correct apparatus and necessary modifications exist in any accommodation outlined in our brochure, and cannot be held liable should the pre-advised facilities change, or not be available. We do wish to provide every possible assistance, however, and request that you provide full details in writing at the time of booking, so that we may assist with the planning of your holiday.

COMPLAINTS WHILST ON HOLIDAY – Please see Booking Conditions (clause 7). If you have reason to lodge a complaint whilst on holiday, it must be reported in writing to the representative for action to be taken in resort. Please retain a copy of the report lodged with the representative. It is unreasonable to take no action whilst on holiday and complain on return – when it is too late for us to rectify the situation.

COMPULSORY DINNERS – Many resort hotels hold special dinners on 24th & 31st December. These are often compulsory. We have detailed the prices of all such dinners that we were aware of at the time this brochure went to print. This information is subject to change. Child reductions on these meals are usually applicable and are available on request.

CREDIT CARDS – Please note that payments made by credit cards overseas, may be subject to a handling fee.

CURRENCY & EXCHANGE – Some countries have restrictions on the importation and exportation of local currency. Please check with the relevant Embassy or High Commission. Never exchange money on the black market. Services paid for by

credit card will be subject to the applicable rate of exchange at the time the voucher is presented to the credit card company, and may differ from the rate prevailing on the date that the service was provided. Certain local banks may levy an additional charge. Please ensure you have sufficient monies to cover all expenses whilst on holiday, as our local representatives are unable to help in the eventuality of having insufficient funds in resort.

ELECTRICITY AND WATER SUPPLY – At times, the demands of tourists on the local supplies of electricity and water may exceed the supply, with resultant power cuts, water shortages and/or problems with plumbing and drainage. Items usually affected include air-conditioning, running water (hot and cold), lighting and mini bars. Please note that occasionally these shortages may be for extended periods and may be distributed unevenly throughout the hotel/resort. Power and water rationing imposed by the local authorities may also take place at various resorts. Whilst electrical wiring standards do always meet local safety standards, on occasion they may be lower than those applicable in the UK. This is simply a fact of life in many of the countries featured in our brochure. Tent accommodation on safari may utilise gas lighting and have basic bathrooms.

EXCURSIONS – Any excursions booked and paid for at your resort are operated by the local handling company and subject to their booking conditions/cancellation charges. Refunds cannot be claimed from ourselves once you have returned to the UK as Somak is not party to the provision of the services. Local prices may vary. We strongly advise our clients only to book excursions from reputable and licensed local tour operators. Others may not be able to offer the same level of safety and security, and are often not adequately insured, or licensed. It should also be noted that some types of travel insurance do not cover claims arising from excursions/tours purchased in resort (in particular cancellation of such tours/excursions and losses suffered as a result of partaking in hazardous activities for which an additional premium was not paid).

FLIGHTS – All flights are subject to government approval and may be withdrawn or amended at any time, without Somak incurring liability. All travel information including aircraft types, timings, days of operation and carriers are shown for guidance purposes only and are subject to change. We reserve the right to substitute alternative airlines. Any such change will not entitle you to cancel without penalty. Flights are often full, so your choice of seats may not be available and it may not be possible to obtain seats together. We strongly recommend that you check-in early (at least 3 hours prior to the scheduled departure). Somak has no control over the allocation of seats and provision of specific meal requirements as this is the responsibility of the airline. Please note that check-in desks close well before the scheduled departure time for your flight, and the carrier reserves the right to deny boarding to passengers not checking-in by the time specified. If you fail to check-in on time and miss your flight, we have no liability to you. Disabled and less mobile passengers and children, for safety reasons, will not be allocated emergency exit seats. Almost all airlines operate a total ban on smoking on their flights, if this is important to you please ask at time of booking. The Captain in command of your aircraft by law retains all rights pertaining to the carriage of passengers, cargo, flight routing, etc. Should the Captain of the aircraft refuse to carry you, or your baggage, Somak will not be liable for any inconvenience suffered, costs incurred or loss of enjoyment but would assist wherever possible in such circumstances. Flights that are described as direct are those that require no change of aircraft during the journey. Stops may, however, be made en route for refuelling or to embark/disembark passengers. Many airlines operate a 'code share' system whereby partner airlines may operate flights on the stated airlines behalf.

FLIGHT DELAYS – Whilst these are regrettable, delays unfortunately may occur through technical problems, inclement weather or air-traffic control delays. Where long flight delays result in lost holiday time, no refunds are given by hotels/suppliers for unused accommodation/services, as these are held for delayed arrivals. If your flight is cancelled, delayed or boarding is denied by the airline, you must claim compensation under the Denied Boarding Regulations 2004 from the airline itself. Any payments received constitute your only rights of compensation arising from the cancellation, delay or denied boarding. Consequently Somak is not liable for any inconvenience suffered, costs incurred or loss of

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enjoyment suffered as a result of any such delay. We will, however, endeavour to assist in these circumstances. During any flight delay, the airline concerned may, at their entire discretion, be able to provide refreshments and other services and, in extreme conditions, overnight hotel accommodation. Somak Holidays itself, however, does not undertake to make any such arrangements. Recompense for such delays may be claimed through certain types of holiday insurance (please check to make sure your holiday insurance policy covers such losses).

FLIGHT TIMES – Flight times are approximate and, unless stated, are from London.

HEALTH, SAFETY & SECURITY ABROAD – Whilst Somak only contracts with reputable suppliers abroad, it is important to note that some countries and/or suppliers do not conform to British health and safety standards. The applicable safety standards and regulations which apply overseas are those of the country concerned and as a result, general standards of safety, hygiene, fire precautions etc. can be different to those we take for granted in the UK. You are therefore requested to take great care when first venturing into unfamiliar buildings or surroundings. Upset stomachs are a common occurrence whilst abroad and can often be attributed to, for example, the change in climate or ice-cold drinks. Local hygiene and food preparation standards are not to blame as a mere change in diet and water can upset the stomach. Sensible precautions need to be taken especially with regard to raw food, drinking water and ice in drinks. We take the safety of our clients very seriously. Should the Foreign & Commonwealth Office advise that people should not visit a particular country, we will act upon this advice as appropriate. However, as media coverage indicates, many countries we feature are subject to political and economic instability. Crime against people and property are a fact of life throughout the world and hence it is important to be extra vigilant when visiting strange countries. You have the same responsibility for your personal safety and possessions abroad as you do at home. Avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive camera equipment, publicly displaying large amounts of money etc. Do not leave valuables unattended and where possible store them in a safe. Always respect local customs, standards and sensibilities especially in areas of cultural and religious importance, as failure to do so may offend local inhabitants.

HOLIDAY AND FLIGHT CHANGES IN RESORT – If you wish to change your flight details or accommodation in resort, subject to availability, payment is required whilst there. Should you decide to change your accommodation to another featured in our brochure, you will be charged the local rate and not as shown in our brochure. In addition, the original hotel may charge cancellation charges if you leave. Flights usually cannot be changed in resort except by buying new tickets, the cost may be recoverable from your insurers if there is a medical reason which necessitates the change.

HOTEL FACILITIES – Please note that charges may be made for the use of hotel facilities such as golf, tennis, spa, water sports, children's clubs, etc. Where possible we have indicated services which are chargeable, however, these are subject to change.

LUGGAGE ALLOWANCE – For economy-class passengers, the majority of airlines have a strict limit of 20kg baggage allowance, plus 3kg for hand luggage. When on safari the allowance is lower, excess baggage will need to be stored.

MAINTENANCE WORK – Necessary renovation and maintenance work may be carried out at any time, although this work is kept away from guests as far as possible, to minimise any disturbance or inconvenience.

MEDICAL INFORMATION – You should ALWAYS consult your doctor before travelling for confirmation of inoculations and/or medication recommended for travel in your chosen destination. Practical advice is available from the Hospital For Tropical Diseases Healthline: telephone 020 7950 7799 (calls cost 50p per minute and last 7-8 minutes on average).

MEALS – The standard of meals and services varies immensely, usually in line with the standard of accommodation booked. Meals that are included in your meal plan are usually taken in the main restaurant and will be a buffet or set menu. 'A la carte' meals and speciality restaurants are at additional cost. Breakfast is usually simple English or continental style. 'Half Board' is normally breakfast and buffet/set menu dinner. Some hotels offer a buffet dinner up to a certain voucher value which is at the discretion of the hotel and can be topped-up locally. 'Full Board' means breakfast, buffet/set menu lunch and buffet/set menu dinner. 'All Inclusive' – sometimes not all bars & restaurants are included and supplements may be charged for certain brands of drinks, speciality meals/restaurants. Hotels which include

main meals generally commence with dinner on the day of arrival at your hotel and terminate with breakfast (on half board) or lunch (on full board – except for safaris which normally have breakfast as the final meal) on the day of departure, dependent on flight times. Meal supplements at peak seasons are obligatory, whether meals are taken or not.

MINIMUM/INSUFFICIENT NUMBERS – Tours may be subject to minimum numbers, and may be cancelled in the event that these are not met. You will then have the choice of booking an alternative holiday with us, though if the alternative is at additional cost the difference will be payable by you, or have a refund of monies paid. Such cancellations will be advised in writing a minimum of 8 weeks before departure.

PHOTOGRAPHY – In many cultures it is polite to ask permission before taking a photograph of a person and you may be asked to pay to photograph persons. Do not take photographs of airports, bridges, government offices or military buildings. Always check with the guide/rep/driver. Some countries may require you to register or bond your video equipment with customs on entry.

PREGNANCY – Most airlines will refuse permission for women to fly who will be 28 or more weeks pregnant on the date of return travel. Failure to comply with airline regulations may result in cancellation and denial of boarding, and we cannot be held liable for any such occurrence.

PRIVATE FUNCTIONS – These can include conferences and weddings, which do sometimes take place in the hotels.

PUBLIC AND RELIGIOUS HOLIDAYS – Please note that services may be curtailed or limited during public holidays, and during certain religious holidays. Please also note that such public or religious holidays can be called at very little or no prior notice.

REPRESENTATIVES – Somak employs the services of highly experienced local ground handling companies to oversee all aspects of your holiday as booked in the UK. They will be your first point of contact should you experience any difficulties whilst on holiday and will endeavour to help.

RESORT DEVELOPMENT – Construction work can cause discomfort, vibration and noise at certain times in resorts. We have no control over building work and we are unable to anticipate the speed or extent to which such development may occur. Should we learn of specific developments at or close to your accommodation that are likely to affect the enjoyment of your holiday, then we will do our best to contact you before departure. If we are of the opinion that the building works may reasonably be considered to seriously impair the enjoyment of your holiday, we shall offer you the opportunity to transfer to an alternative holiday of comparable type. If the alternative offered is at additional cost, the difference will be payable by you, or Somak will give you the option to cancel with a full refund of all monies paid.

ROADS – Conditions can be rough and journeys may be long and uncomfortable with infrequent breaks. We strongly recommend that clients conduct further research so as to satisfy themselves that they will be able to withstand the physical rigours involved. All distances quoted are approximate and may vary for operational reasons. Driving times may take a lot longer than you would expect.

SCUBA DIVING – We strongly recommend that you only partake in this activity with a registered company that is affiliated to P.A.D.I., or a similar such organisation. It is dangerous to fly, or proceed to altitude, less than 48 hours after you have dived or diving within 48 hours of a flight.

SPECIAL EVENTS & FESTIVALS – Special events and festivals may mean that accommodation is in short supply. During these periods whilst we may not be able to obtain rooms at the prices detailed in this brochure we may be able to get rooms at a higher price. You may also be required to spend a minimum number of nights at a property during these periods. Details of these special events (or their exact dates) are not always available in advance so cannot be published in this brochure.

SWIMMING – Swimming along many coasts can be dangerous due to strong undercurrents and other elements. Please seek the advice of the local representative before venturing into the sea and avoid swimming in deserted areas. Do not let non-swimmers or children jump into a swimming pool without first checking the depth and means of exit.

TICKETS & TIMINGS – Having received your payment, you will be sent your tickets and other documentation approximately two weeks prior to departure. As all airline tickets are issued by ourselves, for late bookings you may incur additional fees which will be advised at the time of booking. Check all details including names and initials

carefully. Please note that flight timings may have been adjusted since your confirmation invoice was issued. Your itinerary will be sent with your tickets. Once issued, tickets are non-transferable, non-changeable and non-refundable.

TOURS – SINGLE SUPPLEMENTS – The single supplements are applicable for single occupancy if travelling with at least one other person. All tours can be taken by a single person travelling alone, but will incur a higher supplement, which is available on request.

TRAVEL ADVICE – We are working with the Foreign and Commonwealth Office to do all that we can to help British travellers stay safe overseas. Before you travel, we recommend that you visit the FCO website at www.fco.gov.uk/knowbeforeyougo for up-to-date travel advice. FCO advice can also be found on BBC2 Ceefax page 470 onwards. Alternatively, telephone the advice unit on 0845 850 2829.

VALUE ADDED OFFERS – All 'So much more' offers, are available for holidays started and completed within the periods specified and all nights must be consecutive.

VISAS AND PASSPORTS – Visa information in this brochure is provided for British passport holders who are citizens and residents of the United Kingdom. Non-UK passport holders should consult the relevant Embassy, High Commission or Consulate for visa details. It is the responsibility of all passengers to ensure that they hold the correct and valid travel documents, including visas for all countries to be visited. Failure to do so may result in your intended travel being curtailed or terminated, and Somak will not accept liability for your loss in such circumstances. All UK passport holders travelling to any country featured in this brochure require a 10-year passport, valid for at least 6 months on the date of your intended return to the United Kingdom. All passengers must carry their own travel documentation. All children travelling must be in possession of their own passport. If you are travelling to more than one country on your holiday you may be required to hold multiple entry visas. Please note the visa details of the various countries featured in the destination introduction pages. The time taken to process a visa varies tremendously, however, you should allow at least four weeks by post and two weeks if using a visa service. Personal callers normally obtain their visas on a 'next-working-day' basis, however, during busy periods such as Christmas, Easter and school holidays, considerable delays may occur in processing your visa. Generally, three passport-sized photographs are required. Note: False declarations on your visa form may result in you being denied entry to the country you intend visiting. For UK passport holders resident in the UK, please see relevant destination introduction pages. Visas may be obtained via The Visaservice www.visaservice.co.uk/somak, Tel: 0870 8900 185, email somakinfo@visaservice.co.uk. Details will also be sent with your confirmation. Please note that the passport/visa requirements are for guidance only and are subject to change. Please check there have been no amendments.

WEATHER – Weather information is purely a guideline. Temperatures are shown in Celsius, rainfall in millimetres.

Somak Holidays also produce an ESSENTIAL HOLIDAY INFORMATION BOOKLET which is sent out with your travel documents. This contains important information that relates to your holiday, and we would strongly recommend that you read this carefully before departure. A copy of this booklet is available on request, if required earlier.

Somak Holidays is a division of Somak Travel Limited, Registered Office Somak House, Harroviaan Village, Bessborough Road, Harrow on the Hill, Middlesex HA1 3EX. Registration No. 958261.

Some Kenya photographs are courtesy of Malaika Photographic Safaris and some are courtesy of Roberto de Micheli.

 **ABTA**
ABTA No.V5319



BOOK WITH CONFIDENCE
Somak Holidays is a registered trading division of Somak Travel Limited which is a bonded tour operator with a licence granted by the Civil Aviation Authority (ATOL Protected 2550) and is a member of The Association of British Travel Agents (ABTA V5319).

Booking Conditions

Your contract is with Somak Travel Limited, of which Somak Holidays is a registered trading division.

1. Your holiday contract: When you make a booking you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist upon the issue of our Confirmation Invoice. These conditions in conjunction with the information set out in our brochure form the entire agreement between Somak Holidays and yourself. Any advice/information given to you by your travel agent which is inconsistent with our brochure and these conditions will not form part of your contract with ourselves.

2. Your financial protection: We are a member of ABTA (No V5319) and hold ATOL No 2550 issued by the Civil Aviation Authority. £1 per person is added to the cost of this air holiday package and is paid to the Civil Aviation Authority to provide ATOL Protection to you. This means your money is fully protected.

3. Your holiday price: When you or your travel agent request a booking with Somak, if we are able to accept the booking, you must immediately pay a deposit of £150 per person together with any applicable insurance premium. Occasionally you may be required to pay a sum greater than £150, this is so that we can secure hotels or products on your behalf that must be paid for by Somak at the time we book them for you. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If your booking is made within 8 weeks of departure, full payment including any insurance premiums is required at the time of booking. If the deposit is not paid on time, we reserve the right to cancel your travel arrangements. If the balance is not paid on time we shall retain your deposit and reserve the right to cancel your travel arrangements and levy the cancellation charges set out in clause 5 below. All monies you pay to the travel agent are held by them on our behalf at all times.

We reserve the right to change our prices at any time before you book, including any special offers which we may have from time-to-time, and which may or may not be the same as set out in our publicity material.

4. 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 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 £25 per person per change, together with any further charges and/or supplements and/or costs we incur in making this alteration. You should be aware that these costs will increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. We may not be able to make alterations to your holiday arrangements within 21 days of departure without you incurring cancellation charges.

5. 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. The following scale of cancellation will be payable depending on when the notification of cancellation is received:

56 days or more	Deposit only
55 – 43 days	30% of total holiday price
42 – 29 days	50% of total holiday price
28 – 15 days	75% of total holiday price
14 – 3 days	90% of total holiday price
Less than 3 days	100% of total holiday price

If some, but not all, party members cancel, additional charges may be payable by the remaining members (e.g. under occupancy charges).

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

6. If we change or cancel your holiday: It is unlikely that we will have to make any changes to your travel arrangements. However, we do plan the arrangements many months in advance and occasionally, therefore, it may be necessary 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 or your travel agent of them if practicable and time permitting. Please note that carriers, timings and routings given in the brochure are for guidance only and may be subject to change. Such changes are deemed to be minor changes. 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, or change of airports within the London area.

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 it is necessary for us to cancel your travel arrangements for reasons other than force majeure and non-payment of the final balance, we will pay compensation to you as set out in this clause.

If we make a major change to your holiday, we will inform you or your travel agent 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 from us, if available (with no amendment fee although subject to any difference in brochure price), or cancelling your booked holiday and receiving a full refund of all monies paid except for insurance premiums and/or amendment charges. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below for the period before your departure within which the notice of cancellation or major change is notified to you:

56 days or more	Nil
55 – 43 days	£10
42 – 29 days	£20
28 – 15 days	£30
Less than 15 days	£50

'Force Majeure': This means any situation outside our control such as war or threat of war, riot, industrial dispute, technical or maintenance problems with means of transportation, re-scheduling or cancellation of flights by an airline or main charterer, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances that amount to force majeure.

As we do not control the day-to-day management of your accommodation it is possible that the reserved accommodation may not be suitable or available to you once you have arrived in resort. If this happens we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available then we will refund the difference of the brochure price between the accommodation booked and that available, together with compensation of £50 per person.

7. If you have a complaint: If you have a problem during your holiday, you must, whilst in resort, inform the relevant supplier (e.g. your hotelier) and your resort representative as soon as possible and they will endeavour to put things right. You must also complete a Customer Report Form whilst in resort. If your complaint is not resolved locally, please follow it up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. Please keep your letter concise, to the point and typed if possible. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to report any problems whilst in resort we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were there and this may affect any rights you may otherwise have had under this contract.

8. What happens to complaints: It is unlikely that you will have a complaint that cannot be settled amicably either whilst in resort or following your return home. However, disputes arising from this contract which cannot be settled amicably may, if you wish, be referred to the low cost AITO Independent Dispute Settlement Service (see page 3 for AITO's contact details), the ABTA Arbitration scheme (see below) or to a court of law. The ABTA Arbitration scheme is arranged by The Association of British Travel Agents Ltd., but is administered quite independently by the Chartered Institute of Arbitrators. The ABTA scheme provides 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 any amount greater than £5,000 per person or £25,000 per booking form. If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within 9 months after your scheduled date of return. Full details of the scheme are available from The Association of British Travel Agents Ltd. at 30 Park Street, London SE1 9EQ, www.abta.com

9. Our liability to you: (i) We accept responsibility for the negligent acts and/or omissions of our employees, agents and suppliers whilst acting in the course of their employment in the

provision of your travel arrangements and for any deficiencies in the services we are contractually obliged to provide subject to the exceptions set out in this contract and relevant legislation such as The Package Travel, Package Holidays and Package Tours Regulations 1992, copies of which are available on request. Our liability in all cases shall be limited to a maximum of two times the cost of your travel arrangements excluding insurance premiums and taxes.

(ii) We accept responsibility for death, injury or illness of any person taking one of our holidays caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of, their employment in the provision of your travel arrangements.

(iii) Where a claim arises out of loss or damage suffered during air travel, rail travel, sea travel, or accommodation, the amount of compensation you receive will be limited in accordance with and/or in an identical manner to the provision of the relevant International Convention, copies of which are available from us on request. This means we are entitled to have all the benefit of any limitations of compensation contained in any international convention applicable to your holiday.

10. Personal injury unconnected with your booked travel arrangements: If you, or any member of your party, suffer death, illness or injury whilst overseas, arising out of an activity which does not form part of your package travel arrangements with ourselves, we shall, at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of any proceedings. Our consent will be given subject to you undertaking to assign any costs and/or benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000 per booking form.

11. Behaviour: Please note that your holiday arrangements will be terminated by ourselves or the suppliers concerned (e.g. airlines, hotels, tour leaders etc.) if you are behaving in such a way as to cause, or be likely to cause, danger or distress to others or damage to property. In this situation, Somak will not be liable to make any refund, pay any compensation, or meet any costs or expenses you incur as a result of your behaviour. Please note that you are at all times subject to the laws of the country you are visiting and must respect local cultures and customs.

12. Conditions of carriage/accommodation: Each journey (whether undertaken or not) that you book by air, land or sea is governed by the conditions of the carrier which undertakes to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned or through ourselves. It is your own responsibility to reconfirm the onward or return sectors of any air journey with the carrier concerned or such carrier's duly authorised agents and according to such carrier's regulations. The outbound flight is reconfirmed by Somak Holidays prior to your departure. All accommodation booked by ourselves on your behalf is subject to the 'house rules' of the proprietor.

13. Insurance: It is imperative that you ensure that all of your party have adequate and appropriate insurance. You are free to choose your own policy but you must satisfy yourself that the policy is adequate for your needs, in particular for any activities you are contemplating during your holiday.

14. Documentation: Where travel and health documents are necessary to comply with the requirements of any country you may wish to visit, then it is your responsibility to procure them. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon us then you shall reimburse us accordingly. You must be aware, by consulting your own doctor if necessary, of specific health precautions deemed prudent for the country/resort you intend to visit and obtain the appropriate medication/inoculations.

15. By making a booking with us you agree to the use and disclosure of the information you provide for the following purposes: to enable us to process your booking (when it may be transferred abroad), for market research and analysis, to prevent fraud and to enable us to contact you by letter, telephone or email.

16. Law and jurisdiction: The contract between us, and these booking conditions, are governed by and construed in accordance with English law. All parties agree to submit to the exclusive jurisdiction of the English Courts.

Please return completed form to:
 Somak Holidays
 Somak House, Harrovia Village, Bessborough Road,
 Harrow on the Hill, Middlesex HA1 3EX

RESERVATIONS: 020 8423 3000
 ADMIN: 020 8423 7857
 FAX: 020 8423 7700

SOMAK'S REFERENCE

AGENT'S REFERENCE

Lead Booking Name
 Holiday cost per person
 Departure Date
 Departure Airport

Number of nights
 Hotel/tour
 Meal plan/ room grade
 Optional excursion(s)

SURNAME (as shown on Passport) (CHILDREN under 12 years; INFANTS under 2 years of age)	FIRST NAME	TITLE Mr/Mrs	AGE	MAILING ADDRESS or TRAVEL AGENT'S STAMP to which all correspondence and documents will be sent

SPECIAL REQUESTS (not guaranteed):

ABTA Number

YOUR REF:

EMERGENCY CONTACT FOR NEXT OF KIN:
 Name: _____
 Telephone (day): _____
 (evening): _____

INSURANCE: All customers must have travel insurance. You are free to select your own policy. We have negotiated rates for travel insurance. Please see www.somak.co.uk. However you purchase your insurance you must check that your insurance policy is adequate for your needs, valid for the destination(s) you plan to visit, and, in particular, covers any activities you are contemplating during your holiday.

Please complete the details opposite, to enable us to liaise with your insurers in case of emergency.

Insurance company: _____
 Policy number: _____
 Contact name: _____
 Telephone number: _____

REMITTANCE: Please reserve the holiday as detailed above, for all passengers listed, on behalf of whom, I enclose a payment for the following deposit/full price:

Deposit: £150/£ _____* per person X _____ passenger(s) – £ _____
 Full price of holiday for all passenger(s) in the party – £ _____
 *If agreed deposit is more than £150, please write amount here. Total amount enclosed £ _____

We accept payment as follows:

- By cheque (made payable to Somak Travel Ltd.)
- By credit/debit card – payments can only be taken online at www.somak.co.uk/payment – please note a 2% credit card fee will apply.
- By bank transfer: Account name: Somak Travel Ltd.
 Bank Name: Barclays Bank
 Sort Code: 20-65-63
 Account number: 90865850

ACCEPTANCE:
 I have received, read and understood the conditions of Booking and Insurance and Holiday Guide as shown in this brochure and accept them on behalf of all persons listed. I also accept that all persons listed are themselves responsible for seeing that Immigration and Health Requirements are fulfilled.

All passengers are required to obtain their own Visa(s) and must be in possession of a valid passport.

Signature of person travelling. 18 years plus (not Travel Agent)

Date _____

Further copies of this booking form are available on our website www.somak.co.uk

If you would like to receive special offers via email, please provide your email address _____

Somak Extras

In order to ensure your holiday gets off to a great start we are pleased to provide details of a range of specially negotiated pre-departure services. These include travel insurance, a visa service, airport car parking, airport lounges, airport hotels, plus travel to the airport by coach, rail or private chauffeur.

TRAVEL INSURANCE

Insurance is important for everyone travelling abroad and because of this Somak Holidays require details of your insurance policy either at the time of booking or before we can issue your travel documents. You are free to select your own policy, purchase one from your travel agent or call Holiday Extras, who Somak have negotiated special rates with. The Holiday Extras policy is underwritten by Fortis Insurance Ltd, who are authorised and regulated by the Financial Services Authority. However you purchase your insurance you must satisfy yourself that the policy is adequate for your needs, and in particular for any activities you are contemplating during your holiday.

For a quote from Holiday Extras, please call **0845 373 2662** or visit **www.somak.co.uk**.

VISA SERVICE

The 'fact boxes' in this brochure detail the countries that require visitors to obtain a visa. Sometimes this visa can be obtained on arrival and sometimes you will be required to arrange the visa here in the UK before you depart. Please see the 'visa and passports' section of our holiday guide for more details.

If you need a visa to enter the country you have selected for your holiday you may either arrange your visa directly with the relevant authority or contact a company that specialises in assisting travellers with visas. One such company is The Visa Service – they can be contacted by calling **0870 8900 185 (quoting Somak Holidays)**, by e-mail to somakinfo@visaservice.co.uk or on the web at **www.visaservice.co.uk/somak**. Please remember it is your responsibility to obtain the necessary visas for your holiday, if you do require a visa please make sure you allow adequate time to obtain one.

AIRPORT TRAVEL, PARKING, LOUNGES & HOTELS

Somak have teamed up with Holiday Extras to provide you with a comprehensive range of pre-departure services. Holiday Extras are able to provide:

Airport hotels: Catching an early flight? Why not eradicate the worry of getting stuck in rush hour traffic and stay the night before your departure in an airport hotel? Holiday Extras offer a wide range of over 100 hotels covering all of the UK's main airports. Many of the hotels also offer free transfers to the airport and/or packages that include car parking.

Airport parking: Pre-booking your car parking is the best way to ensure you get the best price available. Holiday Extras offer more than 50 car parks at 25 UK airports. You can choose between car parks that are close to the airport (free shuttle provided), at the airport or choose personal parking (where your car is picked up and dropped back at the terminal for you).

Airport lounges: Escape the hustle and bustle of the airport and retreat to a quiet lounge so that you can relax in comfort before your flight. Lounges offer free drinks, snacks, newspapers & magazines. Some also have internet access.

Travel by rail or coach: Holiday Extras can offer discounted travel by rail or coach to any UK airport. Coach travel is offered using the services of National Express.

Chauffeur: If taking National Express isn't your thing, but you don't want to drive, why not let Holiday Extras arrange a private transfer from your home to the airport by one of their smart, professional drivers. Saloons, estates and people carriers are all available.

To obtain a price for any of the many services provide by Holiday Extras please call 0845 373 2662 or visit www.somak.co.uk.