



BOOKING CONDITIONS

1. BOOKINGS

All bookings are accepted by Southern Turkey Ltd. It comes into force only when we have accepted a booking by the issue of a written confirmation or invoice. The person signing the booking form warrants that he/she has the authority of all other persons included in the holiday to make the booking on their behalf.

2. RESPONSIBILITY

The Company accepts responsibility (but in respect of carriage by air or by sea only up to the limit provided by any International Convention) for any act or commission of its employees, agents, subcontractors or suppliers and/or Breach of its contractual duty that services supplied by the Company shall not be liable for the death, bodily injury or illness caused by any member of the party recorded on the booking form except where such is caused by the negligent act or omission of the Company's employees or agents and its suppliers, subcontractors, servants and/or agents of the same (other than air and sea carriers performing any domestic, internal or international carriage of whatsoever kind) whilst acting within the scope of or in the counts of their employment. Any claim shall be subject to English Law and jurisdiction of any proceedings. All bookings are subject to the conditions of carriage of the carriers used by the Company.

3. DEPOSIT PAYMENT

A deposit of 25% per person, of all bookings must be paid at the time of booking. Any monies (other than the deposit) paid by the Client to the Tour Operator are held by the Tour Operator on behalf of the Client until such time as the Client receives a confirmation invoice from the Company in acceptance of the booking. Thereafter the Tour Operator holds the Client's money as an Agent of the Company until such time as the Company requires payment. An invoice for the balance price of your holiday will be sent approximately 10 days after the initial booking request has been received and must be paid in full at least eight weeks prior to departure.

4. BALANCE

The payment of the balance of the holiday cost is due 8 weeks before departure. In case of bookings made within 8 weeks of departure, full payment is due at the time of booking. If for any reason the balance is not received by us by the due date we reserve the right to treat your booking as cancelled and levy the applicable cancellation charges as set out in Section 7.

5. PRICES

The price of your holiday is subject to surcharge on these items, currency, fuel and Governmental Action. Even in this case we will absorb an amount equivalent to 2% if the holiday price excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged. If this means paying more than 10% on the holiday price you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date on the invoice.

6. BOOKING ALTERATIONS

Should you decide after having booked your holiday to transfer to another date or hotel or make any other alterations an amendment fee of £25 per person will be charged. Alterations and amendments (including name changes) requested within 6 weeks of departure will be treated as cancellation and incur the normal cancellation charges as set out in Section 7.

7. CANCELLATION

If after acceptance of booking by the Company, the client cancels the arrangement or does not pay the balance of the total holiday by the prescribed time, the Company reserves the right to cancel the bookings and to retain the deposit. If either event occurs within 42 days of departure the following cancellation charges will become payable by the client.

Period before scheduled departure date within which the Company receives written instructions:	Amount of the cancellation charge (shown as a percentage of the total holiday price excluding premium):
More than 42 days	Deposit
29-41 days	30%
15-28 days	45%
1 - 14 days	100%

Cancellation instructions must be given to the Company in writing.



8. ALTERATIONS OR CANCELLATIONS MADE BY THE COMPANY

- (i) The Company reserves the right:
- a. To make minor changes to the holiday (for example withdrawal or closure of some facility, a change of hotel to one of the same category, or a change of routine) subject to the Company notifying the Client as soon as possible)
 - b. To cancel, modify or make other material changes to the holiday (for example change of resort) provided that the Company:
 - (I) Shall inform the Client without delay and shall offer the Client the choice of an alternative holiday of a comparable standard if available or a prompt and full refund of all monies paid.
 - (II) Shall not
 - (i) Cancel the holiday after the date when the payment of the balance becomes due or
 - (ii) Make a material change to the holiday without giving the Client at least 14 days written notification, except by reasons of hostilities, political unrest or other circumstances amounting to force majeure and/or industrial action or non-payment by the client of the balance by the due date
 - (III) Except in the circumstances outlined in 9 (I), (II) (ii), the Company shall on making any material change to the holiday pay compensation to the Client as follows:

Period before departure date within which major change is notified to you	Compensation per person
More than 70 days	NIL
43 to 70 days	£10.00
29 to 42 days	£20.00
15 to 28 days	£25.00
1 to 14 days	£30.00

9. FORCE MAJEURE

We do not accept liability or pay compensation where "significant" changes, cancellation or failure to perform any part of the contract is a result of "force majeure". This refers to any circumstances that are beyond our control and which we could not, even with all due care, foresee and avoid. Such events include war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience or strife, natural or industrial disaster, fire, adverse weather conditions, flooding and all similar events outside our control. Advice from the Foreign & Commonwealth Office not to enter or remain in a particular country or region will generally be regarded as "force majeure".

10. OUR RESPONSIBILITY TO YOU

If you suffer personal injury or death from an activity, which is not part of the main holiday arrangements we make for you, we will not be liable to pay you any compensation but will render assistance if you are in difficulty. The assistance will consist of advice, guidance and where appropriate and at our discretion financial assistance to a limit of £3,000 (three thousand pounds sterling) per booking. Any financial assistance rendered is solely for the purpose of taking legal proceeding against any third party responsible for injury or death. Your request must be made within 90 days of the accident and is repayable to us within 24 months of such a request.

11. UNUSED VOUCHERS AND TICKETS

No refunds can be made in respect of any meals not taken when these are included in the holiday price. Refunds on travel tickets, hotel coupons or in respect of additional services such as optional excursions paid for in advance or on the spot, will not be made unless or until the Company has received credits from the transportation companies or hotels.



12. COMPLAINTS AND DISPUTES

In the event of dissatisfaction with the accommodation or any of the services provided by the Company in the resort the matter must be reported immediately to the owner/management of the hotel, apartment or villa. Should this action fail to bring about a satisfactory solution and as a result seriously affect the enjoyment of your holiday you must report the matter to the Company by phone, fax, e-mail or telex within 48 hours so that we are given the opportunity to remedy the problem whilst you are still in residence. Any complaint to the Company after the holiday must be made in writing to the Company within 1 month of returning giving full details of the departure date, destination and invoice number. Disputes arising out of connection with this contract, which cannot be amicably settled, may, if the client wishes, be referred to arbitration under a special scheme, which, though devised by arrangement quite independently with Association of British Travel Agents, is administered independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the Client in respect of costs. The scheme does not apply to claims for an amount greater than £1,500 (one thousand five hundred pounds Sterling) per person or £7,500 (seven thousand five hundred pounds Sterling) per booking. Neither does it apply to claims, which are solely or mainly in respect of physical injuries or illness. The rules of the scheme provided that the application for arbitration must be made within 9 months of the date of return from the holiday but in special circumstances it may be still offered outside this period.

14. UNFIT TO TRAVEL

If the Client or any of the party is prevented from travelling, and therefore arriving for their holiday with Southern Turkey Ltd, because in the opinion of any person in authority at the air/sea port (including for example the police, pilot, captain or security personnel) the Client or any of the party appears by reason of intoxicating liquor or misuse of drugs either to be unfit to travel or likely to cause discomfort or disturbance to other passengers the responsibility of the Company for your journey or holiday thereupon ceases. Full cancellation charges will apply and no refunds will be given. Furthermore the Company will then be under no obligation whatsoever for compensation or cost you or any of the party may incur in respect of or as a result of alternative arrangements you or any of the party may make.

THE CONDITIONS ARE SUBJECT TO ENGLISH LAW AND THE ENGLISH COURTS SHALL HAVE SOLE JURISDICTION.

The price that has determined the cost of this holiday is based on an exchange rate of 1.10 Euro = £1.00 Sterling.

SOUTHERN TURKEY LTD, 4 PARKWAY, WILMSLOW, CHESHIRE, SK9 1LS