



Booking Conditions

1. Contract:

This contract is made with No News No Shoes Ltd, whose registered office is at The Granary, East Shield Hill, Morpeth, Northumberland NE61 3LD. These Booking conditions govern all bookings with No News No Shoes Ltd. Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant package or other holiday arrangement subject to these booking conditions. All contracts with the Company and all matters arising from them are subject to English law and to the exclusive jurisdiction of the courts of England and Wales. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking, you warrant and confirm to us that you comply with those arrangements.

2. Payments:

Payment may be made by credit card but we offer a discount for payment made by cheque or Bank Transfer. Our bank account details will be stated on the invoice and cheques should be made payable to No News No Shoes Ltd. A deposit of 10% of the invoice value is payable in order to secure a booking & protect against future exchange rate movements. Balance of payment is due 10 weeks prior to departure. However, full payment for promotional and offer fares is required at the time of booking. In the event that the Company is unable to obtain confirmation and cannot offer an alternative, a refund will be issued. The Company will not accept responsibility for cash sent through the post. The company reserves the right to pass on any charges relating to returned cheques. The Company will not accept responsibility for documents mislaid or lost by the Royal Mail.

3. Alteration & Cancellation by you:

(a) Alteration: Any alterations will be treated as a cancellation and rebooking and the cancellation charges set out in paragraph (b) below will be payable.

(b) Cancellation: You or any member of your party may cancel your booking at any time providing that the cancellation is made by the person making the booking and is communicated to us in writing. The following scale shows the minimum charges that will be applied, based on the day the written cancellation is received and whether documents have been issued. In certain cases, cancellation charges, if incurred involuntarily, will be covered by any insurance that you may have taken out at the time of booking. This is strongly recommended.

CANCELLATION FEES:

More than 55 days prior to departure: Loss of Deposit

55 - 45 days prior to departure: 50%

Less than 45 days: 100%

Failure to arrive at point of departure: 100%

IN SOME CIRCUMSTANCES CANCELLATION FEES WILL VARY FROM THE ABOVE SCHEDULE. ANY ADVANCE PAYMENTS TO SECURE HOTEL ROOMS WILL BE NON-REFUNDABLE. WHERE FLIGHT TICKETS HAVE BEEN ISSUED, CANCELLATION CHARGES WILL APPLY AS PER THE AIRLINE'S POLICY.

4. Alterations by the Company

Although the Company makes every effort to ensure that published descriptions are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes. The Company therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a confirmation invoice is issued.

" Packages": Occasionally due to reasons beyond the Company's control, it may be necessary to amend the flights and/or other services which make up a package booking after it has been confirmed. Such changes are considered to be either "major" or "minor". A major change is one made before departure that involves a change of UK departure airport (except between Heathrow and Gatwick), a difference of more than 24 hours in departure from the UK, change in your resort area overseas, or a change of accommodation to a lower classification than that booked. A minor change is any other change. Whilst the Company has the right to make a minor change at any time without notification, major changes will be advised as soon as is practicable offering you the choice of (a) accepting the amendment as notified (b) purchasing another arrangement from the Company with the price difference payable/refundable as appropriate (c) cancelling the arrangement(s). If you choose (c) all monies paid to the Company for the package will be refunded. In addition, you will receive the compensation listed below, except in cases of "force majeure" as defined in Clause 6 below. You must inform the Company of your decision as soon as possible after receiving notification (and in any event within 7 days). Compensation is dependent on the period before scheduled departure within which a major change is notified. Compensation per person: Over 56 days: NIL 56-29 days GBP20.00 28-15 days GBP30.00 14 days GBP40.00 Note: In all cases the Company's liability is limited to the rates of compensation listed above. No further claims will be accepted for costs or additional expenses incurred as a result.

5. Cancellation by the Company:

" Packages": The Company reserves the right to withdraw or cancel the service on offer. If the booking is cancelled before departure for any reason other than non-payment by you then you will be offered the choice of purchasing another arrangement from the Company, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the Company (except any amendment fees). In addition, unless the cancellation has been caused by "force majeure" (defined in Clause 6 below) compensation will be paid on the scale set out in Clause 4 above. The Company will never cancel a package within 30 days of departure except for reasons of "force majeure" (see Clause 6).

6. Force Majeure

(a) "Force Majeure": includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control.

7. Pricing Policy:

All fares and other information given are subject to availability. Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause 3).

" Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes (including VAT and GST) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports). Should this figure exceed 10% of the invoice price due to the Company you will be entitled to cancel the booking and receive a full refund of all monies paid. If you decide to cancel in these circumstances, you must do so within 14 days of the issue date on the surcharge invoice.

GST (Goods & Services Tax): the Government of the Maldives have introduced a goods & services tax which has been increasing on a regular basis, often with little notice. We reserve the right to pass on any additional costs which we incur due to an increase in the GST rate.

8. Dispatch of Travel Documents/e-tickets:

Travel documents are usually ready for dispatch to you at least two weeks before departure but cannot be

released until we have received full payment (in cleared funds) from you for your package holiday or other holiday arrangement.

For bookings made where the departure date is within two weeks of booking, we may recommend a ticket on departure at additional cost to yourself. Please note: if you do not have an e-ticket and documents are sent by registered post to your home or place of work, a signature will be required by the post office at the time of delivery. It is the passenger's responsibility to ensure that a signature can be obtained on delivery. If you are not travelling on an e-ticket your documentation should be delivered a minimum of 7 days prior to departure, should you not receive your documents, please call for assistance.

We do not accept responsibility for documents mislaid or lost by the Royal Mail.

e-tickets: Please note, effective from 1 April 2004 it is mandatory for customers to have an e-ticket on all routes where e-ticket is available. Customers do not have the option to select a paper ticket prior to travel or for a paper ticket to be made available at the airport from this date, where the route is an e-ticket route and an e-ticket is applicable.

9. Complaints:

If a problem occurs, whilst you are abroad, you must inform the relevant supplier (e.g. hotel, tour operator, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact the Company immediately by telephoning +44 (0)1670 510 580, so that the Company is given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write within 28 days of your return to the Company quoting your original booking reference and giving all relevant information. Failure to take these steps will hinder the Company's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

10. Passports, Visas and Health Requirements:

Some information about passport, visa and health requirements may be shown on your confirmation invoice. Clients not holding passports marked "British Citizen" must check applicable requirements with their Embassy, Consulate or the British Foreign Office. Please ensure that you are aware of all passport and visa requirements and that you allow adequate time to obtain them. Please note that many countries require that your passport is valid for six months beyond the period of your stay.

Requirements can change and it is your responsibility to ensure that you comply with applicable passport, visa and health requirements and take all necessary documents with you to gain access to any country or region to which you make travel arrangements. If you fail to do so, you will be solely responsible for any cost, loss or damage which you or the Company incurs as a result of your failure. For regular updates on visa requirements or any conflicts in particular regions, see the Foreign & Commonwealth Office website.

Please be aware that if you are travelling to India and intend to obtain an e-visa on arrival, you must have a minimum of two blank pages in your passport.

All children must have their own passports.

11. Behaviour:

It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behaviour.

12. Suppliers' Conditions:

Please note that, as between you and any of the suppliers whose services form part of your booking, the suppliers' standard terms and conditions will apply. This is particularly important in the case of "other holiday

arrangements" where the company acts only as a booking agent between you and the relevant suppliers. The suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions.

13. Flights:

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/ arrival time previously given to you or shown on your ticket. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless the Company is advised by you within 72 hours of receipt.

14. Special Requests:

If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the Company.

15. Your Financial Protection:

No News No Shoes Ltd is licensed by the Civil Aviation Authority (ATOL No: 6926).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

16. Departure Taxes:

It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

17. Pre Travel Advice:

The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check this information on the Internet under the address www.fco.gov.uk.

18. Please ensure that you take out appropriate travel insurance for your whole journey.

19. The contract constituted by the Company's acceptance of your booking subject to these conditions, shall constitute the entire agreement between you and the Company in relation to the relevant booking and shall

exclude all other terms and conditions (except for the relevant suppliers' conditions and any applicable international conventions) and shall supersede all prior communication or information provided.