

VOYAGE ELEGANTE

Booking Conditions & Things You Should Know

We are Voyage Elegante Limited. References to “we”, “us” and “our” in these booking conditions means Voyage Elegante Limited. References to “you” and “your” in these booking conditions means all persons on the booking (included anyone added or substituted but a later date).

1-Your holiday contract :These booking conditions along with any other written information we brought to your attention before we confirmed your booking form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations, by making a booking, you agree to be bound by them. You must be over 18 years of age at the time of booking and possess the legal capacity and authority to act and travel as the lead name on the booking. You consent to our use of personal data in accordance with our privacy policy. We will only deal with the lead name on the booking in all correspondence.A contract will exist upon our accepting any monies from you towards the booking or upon the issue of our Confirmation/ invoice, whichever is earlier. These conditions, in conjunction with the information set out in our website form the entire agreement between ourselves and yourself. Any advice/inform action given to you by your travel agent which is inconsistent with our website and these conditions, will not form part of your contract with ourselves. A “**package** “ means the pre-arranged combination of at least two of the following individual travel services, for the purpose of the same trip or holiday: a- transport; or b-accommodation; or c-rental of cars; and D-other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold and charged at an inclusive or total price; or advertised and sold under the term “package” Important note: when your booking consists of not more than one type of travel service as listed at a-c above, combined with one or more tourist services as listed at d above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started. These bookings will be treated as “Single Component

“ Bookings and the terms and the terms and conditions will vary.

2- Making a booking:

A booking is made with us when you or your travel agent pay us a non-refundable deposit of £500 per person, plus the full cost of any flights booked must be paid at the time of booking. Or full payment if you are booking within 12 weeks of departure and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. If your confirmed package includes a flight, we will also issue you with an ATOL Certificate. If you believe that any details on your booking confirmation or any other document are wrong (including the spelling of names or initials), you must advise us immediately, otherwise we will assume all of the details to be correct. The balance of the cost of your package is due not less than 12 weeks prior to departure. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall levy the cancellation charges set out in clause 5 Below.

3-Insurance: Adequate travel insurance is a condition of your contract with us. We do not mind who you are insured with as long as you have adequate cover including unexpected curtailment of your holiday, pre-existing medical conditions, cancellation charges, medical expenses, repatriation in the event of accident or illness, loss or damage to luggage and personal liability claims against you. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising. Then you undertake on behalf of yourself and all members of your party to indemnify both ourselves and our overseas agents and representatives for any costs that arise which would otherwise have been met had such insurance been taken out.

4. Pricing: We endeavour to ensure that all the information and prices on our website is accurate. However, occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. Should there be an obviously incorrect price shown we will issue a new invoice and will not be bound by the price quoted on the incorrect invoice.

5. Changes & Cancellations by you If you wish to make any changes to your arrangements after that have been confirmed, including if you wish to cancel all or some of them, you must inform us in writing to info@voyageelegante.com as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist. Since we incur costs in cancelling or changing your arrangements, all such changes and cancellations will be subject to the charges set out below. Where we are unable to assist, and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

If your arrangements are a Package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else providing we are notified not less than 30 days before departure and you pay an amendment fee as detailed below and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimate costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. Important note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the package.

Charges in the event of a cancellation

In the event of a cancellation, you will have to reimburse us in respect of any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers as a result of your cancellation. You will also have to pay a charge up to a maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person (s) cancelling excluding insurance premiums and amendment charges which are non refundable in the event of the person (s) to whom they apply cancelling. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase. Since we incur costs in cancelling your holiday, you will have to pay the cancellation charges as follows:

84 days or more Deposit only *

83-70 days 30% of holiday costs

69-56 days 40% of holiday costs

55-43 days 50% of holiday costs

42-29 days 60% of holiday costs

28-15 days 80 % of holiday costs

14 days or less 100% of holiday costs

*Deposit is non-refundable. Please note that if we have taken an increased deposit in order to

purchase non-refundable flight tickets for your booking, this can not be refunded. Please also note that insurance premiums and amendment charges are not refundable in any circumstances in the event of a change

Charges in the event of a change

In the event we can meet your requested change, you will have to pay £50 per person per change as well as any applicable rate changes or extra costs incurred as well as the costs incurred or imposed by any of our suppliers. Please note; Certain arrangements in particular sums paid for flights, may not be amended after they have been confirmed and any alteration or cancellation could incur a charge of up to 100% of that part of the arrangements in addition to the charges above. Please check all spelling of names as they appear on your passports at the time of the receipt of your confirmation invoice and contact us within 24 hours if you find any inaccuracies as modifications after this period will incur costs starting from £150.

Changes in Turkey Should you wish to change your holiday or flight details whilst in Turkey, this may be possible but we will require immediate payment by credit/debit card or cash. As this alters the basis of the contract between us it is essential that changes are arranged through us in writing.

6.If we change or cancel

As we plan your holiday arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. *Changes:* If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. 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 or higher standard, changes of carriers. Please note that carriers used on our website may be subject to change. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure: a-A change of accommodation area for the whole or a significant part of your time away. b-A change of accommodation to that of a lower standard for the whole or a significant part of your time away. c- a change of outward departure time or overall length of your arrangements by more than 12 hours. d-A change of UK departure airport except between: The London Airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend The South Coast airports: Southampton, Bournemouth and Exeter The South Western airports: Cardiff and Bristol The Midlands airports: Birmingham and East Midlands The Northern airports: Liverpool, Manchester, Leeds. Bradford and Doncaster Sheffield The North Eastern airports: Newcastle and Teesside The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen e- A significant

change to your itinerary, missing out one or more destination entirely. *Cancellation:* We will not cancel your package less than 12 weeks before your departure date, except for Unavoidable & Extraordinary Circumstances (see clause 7) or failure by you to pay the final balance. We may cancel your holiday before before this date if for instance,

- The minimum number of clients required for a particular travel arrangement/tour is not reached. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:
- (for significant changes) accepting the changed arrangements; or
- Having a refund of all monies paid; or
- If available and where we offer one, accepting an offer of an alternative is a lower value). You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change of alternative holiday.

Compensation: In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances: a- If, where we make a significant change, you do not accept the changed holiday and cancel your booking; b- If we cancel your booking and no alternative holiday is available and/or we do not offer one. c-f we become unable to provide a significant proportion of the holiday that you have booked with us after you have departed, We will, if possible, make alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

84 days or more NIL

83-70 days £10

69-56 days £20

55-43 days £30

42-29 days £35

28-15 days £40

14 days or less £50

* Important note: We will not pay you compensation in the following circumstances:

a- where we make a minor change;

b- where we make a significant change or cancel your package more than 12 weeks before departure;

c- where we make a significant change and you accept those changed arrangements or you accept an offer of an alternative holiday;

d- where we have to cancel your holiday as a result of your failure to make full payment on time;

e- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

f- where we are forced to cancel or change your holiday due to the Unavoidable & Extraordinary Circumstances

7-Unavoidable & Extraordinary Circumstances (Force Major) We will not be liable or pay you compensation if our contractual obligations to you are affected by “Unavoidable & Extraordinary Circumstances”. For the purposes of these Booking Conditions, “Unavoidable & Extraordinary Circumstances” means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include: Warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destinations or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, industrial dispute, Labour strikes, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Major.

8. Special Requests Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try meet and arrange your reasonable special requests, we can not guarantee that they will be fulfilled. Special requests that have been noted on your confirmation or any other documentation do not amount to a promise to meet that request. A failure to meet any special request will not be a breach of contract on our

part unless the request has been specifically confirmed in writing.

7. Complaints We wish you have no reason to complain but if you do, please immediately inform the relevant supplier ((e.g. your hotelier) and or resort representatives so that they can take steps to put things right. You should also contact us by emailing info@voyageelegante.com. Most problems can be resolved on the spot. If you leave it until you vacate the property, we may not be able to help you. If your complaint remains unresolved and you wish to complain further, please send formal written notice of your complaint to us within 28 days of the end of your arrangements. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and could affect your rights under our agreement.

8-Your Behaviour All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyments of others. If in our opinion or in the opinion of any person in authority, including your hotel manager, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the accommodation or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

9-Our Responsibilities

1-We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” Under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or

resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to : following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

2-We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

(a) the acts and /or omissions of the person affected; or

(b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) Events Beyond our Control (as defined in clause 7)

3- We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea, rail or any stay in a hotel:.

D) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (the international travel by air); The Athens Convention (with respect to sea travel); The Berne Convention (with respect to rail travel) and the Paris Convention (with respect to hotel arrangements).In addition

you agree that the operating carrier or transport company's own (Conditions of Carriage) will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those (Conditions of Carriage) shall be deemed to be included by reference into this contract.

II) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for the purpose only) we were a carrier.

III) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) if under 18 years must also assign to us or our insurers any rights they may have pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

(a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you:

(b) Relate to any business

(c) In direct or consequential loss of any kind.

(7) we will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, not to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours

before the start of your holiday. For the purposes of this clause “ and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

10.Excursions Excursions or other tours that you may choose to book or pay for while you are on holiday are not part of your contracted arrangements with us. For any local excursion or tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

11-Financial & Insolvency Protection

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser’s Licence number 11677, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (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 to arise 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 reassigned to another body if that other body has paid sums you have claimed under the ATOL scheme.

12-Passport, Visa and Immigration Requirements & Health Formalities. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Main changeover days are weekends depending on flights and availability. Requirements do change and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 08705210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travel> aware Non-British passport holders including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or Country (ies) through which you are travelling. We do not accept any responsibility if you can not travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

13- Flights The flight comings given on booking are for general guidance only and are subject to change. The actual flight timings will be those shown on your e-tickets. You must accordingly check your eye-tickets very carefully on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been issued. We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connections with any flight. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or changed to other arrangements without paying our normal charges. Infants: Please note that in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

14-Delays, Missed Transport Arrangements and Other Travel Information If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or any transport supplier concerned immediately. Under EU law (Regulation 261/2004) you have rights

in some circumstances for refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be published at EU airports and available from airlines. However reimbursement in such cases will. Not automatically entitle you to a refund of your holiday cost from us. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We cannot accept any liability for any delay which is due to any of the reasons set out in clause. Of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time). Our website is our responsibility, as your tour operator. They are not issued on behalf of, and do not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

15-Advance Passenger Information A number of governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy. Under EU law (Regulation 261/2004) you have rights in some circumstances for refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be published at EU airports and available from airlines. However reimbursement in such cases will. Not automatically entitle you to a refund of your holiday cost from us. 16- Foreign Office Advice You are responsible for making yourself aware of Foreign Office Advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from then Foreign Office to avoid or leave a particular country may constitute Events Beyond our Control. (see clause 70).

16-Accommodation-only Principal Bookings This section applies to any accommodation-only booking you make with Voyage Elegante where we act as a principal in the sale of that accommodation-only booking (meaning your contract will be with Voyage Elegante for the accommodation-only booking).

17-Booking and Paying for Your Arrangements A booking is made with us when you pay us a deposit (or full payment if you are booking within 84 days of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as

soon as we have issued you with a booking confirmation that will confirm the details of your booking. The balance of the cost of your arrangements is due no less than 84 days prior to your scheduled departure, unless we advise you that the payment is required earlier. If we do not receive the balance payment in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out clause 19 will become payable.

18- If you Change or Cancel your Booking Changes: If, after confirmation, you wish to change your booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £50 per person per change, as well as any costs and charges incurred in making this change.

Cancellations: If you or any other member of your party decides to cancel your confirmed single service booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally made the booking. Should one or more member of a party cancel, it may increase the per person booking price of those still travelling and/or the arrangements and you will be liable to pay the increase. Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

84 days or more Deposit only *

83-70 days 30% of holiday costs

69-56 days 40% of holiday costs

55-43 days 50% of holiday costs

42-29 days 60% of holiday costs

28-15 days 80 % of holiday costs

14 days or less 100% of holiday costs

* Deposit is non-refundable If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid us. This clause 19 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (information, cancellation and additional charges) regulations 2013 (Directive 2011/83/EU 20- **If we change**

or Cancel your Booking We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be returned to you. We regret we can not meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced by “Unavoidable & Extraordinary Circumstances-Force Majeure” (please see clause 14) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

19- Complaints Please refer to clause 7 for the process to follow in the event that you have any concern, complaint or problem with your accommodation-only booking.

20-Our Responsibilities for your Booking

(1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and consideration. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, provided we have selected the suppliers/subcontractors with due diligence and consideration, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees agents.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from: (a) the act(s) and/or omission(s) of the person(s) affected; or (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or (c) unusual or unforeseeable circumstances beyond our or our supplier's(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause: (a) Loss of and/or damage to any luggage or personal possessions and money, The maximum amount we will have to pay you in respect of those claims is the amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. (b) Claims not falling under (a) above and which don't involve injury, illness or death The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking. **23- Things you should Know.**

I.The Brochure We take every reasonable step to ensure the accuracy of our online brochure and are confident that all information is correct. However, certain facilities or services may change. There may be times especially during the low season, when certain advertised facilities and

amenities- swimming pools, shops, restaurants, bars, etc- may not be fully operational due to lack of demand or prevailing local circumstances. Voyage Elegante cannot be held responsible for such situations that are outside a tour operator's control although clients will be advised of these prior to departure, whenever possible.

II. Accommodation Accommodation in all hotels, whatever the grading, is based on the standard room category, unless otherwise stated. The bed configuration remains at the discretion of the hotel and whilst special requests, such as that for either double or twin beds will be forwarded to the hotel, they cannot be fully guaranteed. Please note that when an additional bed is requested e.g. a third person sharing a room, it is a foldaway style.

III. Check in/check out Times Generally rooms and cabins will be available for occupation between 2-3 pm and should be vacated before noon irrespective of your arrival and departure times, unless otherwise stated. Sometimes it is possible to arrange late check-out subject to and extra cost.

IV. Views Rooms may be partly blocked by trees or buildings and it should be noted that a view cannot be guaranteed as completely unobstructed. The view may be obtained from the accommodation or its balcony, patio, terrace or garden.

V. Name Changes Please note that once your flight has been booked it is not possible to change without incurring a charge. You may be charged up to the full value of the original ticket. The name shown on the ticket should exactly match your name as it appears on your passport. Therefore, it is essential to make sure all names are given correctly at the time of making your booking.

VI. Photographs Photographs used give an overall impression of the accommodation or resort areas rather than to be specific. For example an item of furniture that appears in the photograph may have been removed, or a sofa maybe upholstered.

VII. Local Representatives Where possible we do provide local representatives to look after our guests during their stay. They are based in Kas and Kalkan and Cappadocia. All other resorts such as Bozburun, Faralya, Adatepe, Troy, Gocek, Istanbul, Antakya, Bodrum and all the Greek Islands featured in our program are represented by the hotel concierges. Due to the well-heeled clientele we cater for, this service is deliberately low-key and the primary function is to provide airport transfers, local advice and deal with problems.

VIII. Rates for children Discounts for children in our family resorts are based on their ages. When you book, we ask for dates of birth and accept them in good faith, if any discrepancies become apparent once you arrive at the hotel, then the hotel reserves the right to charge the full rack rate for the child, payable direct to the Resort. We regret we can not accept any liability in these circumstances.

IX. Unused services No refund will be due in respect of non-utilisation of any part off the travel arrangements made for you.

X. Credit cards A 2.5% charge is applied to all credit card transactions for administrative reasons. We accept Amex, Visa and MasterCard. Debit cards are accepted without charge or discount.

XI. Mini Cruise and Private Yacht Charters The final itinerary will be determined by the Captain in accordance with prevailing local circumstances. Photographs show the gulets with sails erected, you are reminded that gulets operate with motors so the sails are largely aesthetic. We reserve the itinerary, alter the point of embarkation and/ or disembarkation due to operational reasons.

XII. Two, Three and Multi Centre Holidays and Cultural Tours.

We are proud to offer a true 5 star Raffles in Istanbul and our 5 star resorts in Antalya and Cyprus. However, if you book a holiday, combining Istanbul with the Mediterranean/ Aegean coasts, Cappadocia, or tiny Greek islands we feature, then please bear in mind that the hotels outside Istanbul will be of different character and style. A useful rule of thumbs that in 5 star hotels, you will experience high class international standards. In the provinces, you will experience a more informal and friendly style, you will be staying at the best small boutique hotels in the region and the essential qualities required to meet the rigorous standards of Voyage Elegante will still be there, but they will be expressed in a way more appropriate to life by the sea, or on a tiny island or our rural retreats. This difference will be more obvious in our **Unique Private Cultural Tour of Southeastern Turkey**, accompanied by our expert guides-the specialist historians and archaeologists, visiting the extraordinary cultural riches of Turkey's southeast provinces including Gobekli Tepe, world's oldest temple.