



The Cape Verde Experience

Booking Terms & Conditions

1. YOUR HOLIDAY BOOKING

When making a booking you must be aged over 18 years and have the authority to accept and do accept on behalf of your party the terms of these booking conditions. All correspondence and documents are sent to the party leader who is responsible to us for all payments in respect of the booking. The contract is made on the terms of the information on this website, the details set out in the confirmation invoice. We agree that the courts of England and Wales have jurisdiction and English Law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable). Our confirmation invoice is our acceptance of the booking (as detailed therein), and the contract is made on its issue. We ask you to check the details and any anomaly should be reported to us or your travel agent immediately otherwise the details shown on the confirmation will be presumed to be correct. All holidays and offers shown on this website are subject to availability at the time of booking.

2. PAYMENT

If you wish to confirm a booking you must pay the deposit of £95pp. Your final payment will be detailed on your invoice and must be paid in full no later than 8 weeks before your departure, or your booking may be deemed cancelled and your deposits retained. Payment is by credit, debit or switch card only. If payment for your holiday is made by credit card a handling fee, currently 2% will be levied.

3. IF YOU WISH TO CANCEL YOUR BOOKING

You will need to let us know as soon as possible either by telephone or in writing (or must ensure your travel agent does so on your behalf). You will then receive a cancellation invoice, detailing any charges, as shown in our cancellation table. No booking is cancelled until such a cancellation invoice is issued by us, so you (or your travel agent) should ensure you receive one in order to avoid incurring extra costs.

<i>No of days before departure</i>	<i>Cancellation charge</i>
More than 42 days	Deposit
42 - 29 days	50%
28 - 22 days	75%
21 - 6 days	90%
5 - 0 days	100%

The charges above apply to your total holiday price excluding any internal flights, which will incur charges in the event of a cancellation, insurance premiums, amendment charges or charges for goods sold and dispatched. The conditions of your travel insurance policy may allow a refund claim.

Please note: if any members of your party cancel, but the others still wish to travel, it may be necessary to re-calculate the cost per person based on the new party size as the accommodation will now be under-occupied. This may result in an increased amount per person payable to secure the original booking.

4. CHARGES FOR NON-INCLUSIVE HOTEL ITEMS AND DAMAGES

You enter into a separate contract with the hotel or residence for these items (e.g. parking, bar bills etc.), and agree to pay locally for any charges for items or services used by your party and not included in your holiday price. The accommodation we arrange for you can only be used by those people named on your Invoice. You are not allowed to share the accommodation with anyone else or let anyone else stay there.

5. IF YOU REQUEST A CHANGE TO YOUR BOOKING

All amendments to your booking, e.g. name changes or dates of travel or accommodation, will incur a charge, the amount of which will depend on the nature of the change and the time before the date of travel. This is in addition to any carriers' alteration or cancellation fees applicable. Any changes made within 8 weeks of departure may be treated as cancellations and re-bookings. The lead name on a booking cannot be changed under any circumstances and this would also be classed as a cancellation and re-booking.

6. IF YOU BOOK THROUGH AN ABTA TRAVEL AGENT

We will assume that in dealing with us the agent is acting on your behalf. All monies you pay to the Travel Agent are held by him on our behalf at all times.

7. IF WE CHANGE YOUR HOLIDAY

Although it is unlikely, we may occasionally have to change your holiday arrangements and we reserve the right to do so. Most changes are minor and we will always endeavour to advise you or your travel agent of any such changes at the earliest possible date.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: Hamburg International, Thomsonfly TACV (Cabo Verde Airlines) and Cabo Verde Express. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

A change of airline, aircraft type, overseas airport of destination, travel timings by 12 hours or less and accommodation of a similar or higher standard in the same resort or region are classed as minor changes which do not entitle you to cancel or change to another holiday without paying our normal administration charges, and for which no compensation or refund is due.

Occasionally, we have to make major changes to your travel arrangements or accommodation. A major change is a change made before departure, which, on the basis of the information given to us by you at the time of booking we can reasonably expect will have a major effect on your holiday. The following changes are examples of major changes: changing travel times by over 12 hours, your UK departure airport (excluding London airports), a change to a lower standard or type of accommodation or reducing the number of days' holiday.

If we have to make a major change or cancel your holiday we will tell you as soon as possible. Where possible, we will offer the following options: you can either a) accept the changed arrangements b) purchase another holiday from us at the advertised current selling price or c) cancel your booking upon which we will refund your monies in full and final settlement. Irrespective of whether you choose a), b) or c) we will pay to passengers who paid the full price compensation as follows:

No of days before departure	Amount for each full fare paying adult
More than 56 days	Nil
29 - 55 days	£15
15 - 28 days	£25
8 - 14 days	£35
Less than 7 days	£50

Such compensation is only applicable where we have arranged two or more of the following services a) transport; (b) accommodation; and (c) other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements. Compensation payments do not apply to any changes caused by force majeure (war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, health risks, technical problems, closure or congestion of airports or ports, cancellation or changes by scheduled airlines, hurricanes and other actual potential weather conditions, and other such events outside of our control).

8. IF YOU HAVE A COMPLAINT

In the unlikely event you have cause for complaint whilst abroad, about the accommodation or about any other element of your holiday, you must refer it immediately to our local representative. It is unreasonable for you to take little or no action whilst on holiday and wait until you return to complain, and you must take reasonable steps to minimise the consequences of the problem. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. If a problem cannot be resolved locally you should complete and sign a Guest Comment form in resort, setting out the details of the problem. This should be handed to your representative who will give you a copy; it is essential that you also report the problem to any supplier of the service you are complaining about. Any complaint must also be followed by written confirmation of all the details, with any supporting evidence, within 28 days of your return from holiday.

9. OUR RESPONSIBILITY

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of [3] times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Serenity Holidays Ltd, Cutter House, 1560 Parkway, Solent Business Park, Fareham, Hampshire PO15 7AG

We do not accept liability for happenings or actions outside our control, e.g. delays to travel services, the temporary

invasion of pests, the presence of indigenous animals or insects, government action, industrial disputes, damage or inconvenience resulting from the weather (e.g. drought conditions) or from acts of God, or your party's negligence resulting in loss or accident.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. If you have taken our recommended insurance cover, you must make an insurance claim in respect of any legal fees incurred abroad for that purpose, and if you have taken alternative insurance, you must do likewise under any Legal Expenses cover provided by it. You must also provide us with the confirmation from the Insurance company of receipt of your notification to them of your claim.

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other 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.

10. YOUR RESPONSIBILITY

You undertake to exercise due and reasonable care in respect of your holiday accommodation and its contents, to leave it in a clean and complete condition, to respect local and on-site regulations and bye-laws, to limit party numbers to those on your confirmation, to remit payments as invoiced on or before the due dates, to indemnify us against all loss or damage arising directly or indirectly from any act, default or omission of your party, and not to exceed the published occupation capacity of the accommodation. Any serious abuse of a property or its contents may render you liable to eviction without compensation.

11. PRICES AND SURCHARGES

The price of your holiday was calculated using the exchange rate of £1 = 1.28 Euros on the 3rd March 2008. We reserve the right to increase or reduce prices, and the current price of your holiday will be advised to you at the time of booking. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this website, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on this price, will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid. Once you have booked your holiday we reserve the right to surcharge for cost increases due to government action such as changes in VAT or any other government imposed charges, transportation costs (including the cost of fuel), taxes or fees chargeable for services such as landing taxes, embarkation or disembarkation fees at airports, visas and exchange rates. There will be no charge within 30 days of your departure. We will absorb such increases up to 2% of your basic holiday price (excluding insurance premiums and any amendment charges). If the surcharge is greater than 10% of your holiday price you have the option of changing to another holiday that we offer (if we are able to offer an alternative you will not have to pay more, but if it is of a lower quality you will be refunded the difference in price) or you have the right to cancel (within 14 days of receiving surcharge notification), in which case we will refund in full all monies paid to us except insurance premiums and any amendment charges. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes will have no impact on the price of your holiday due to contractual and other protection in place.

12. TRAVEL SERVICES

When you travel by air the relevant carrier's 'Conditions of Carriage' will apply to your journey, some of which may limit liability or exclude liability in accordance with the relevant international conventions. Copies of the conditions are available

for inspection at any ABTA travel agent. Information given by us about such services is for guidance only and the carriers concerned accept no responsibility for our website. It is your responsibility to report promptly at the check-in times given by the carriers and with the appropriate valid travel documents (e.g. Passports), and we cannot be held responsible for any costs incurred by you if you fail to do so. Occasionally there are times beyond our control when a flight is delayed. We will work closely with the airline and our resort office to make sure that any delay is as short as possible and that your overseas transfer and accommodation arrangements are changed if necessary. Our aim is to minimise the inconvenience of delays as far as possible.

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delays to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Please note that reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7 'if we change your holiday'. If your airline does not comply with these rules you should complain to the Air Transport Users' Council – www.auc.org.uk

In March 2006 the European Commission published a list of airlines considered to be unsafe and which are therefore not permitted to fly passengers or Cargo in the EU or operate within the European airspace. This list is updated every three months and can be viewed by clicking on the website for the European Commission http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. Alternatively, should you wish to be sent a copy of the list, please contact us either by telephone or in writing.

13. TRAVEL INSURANCE

You agree to our requirement; at the time of booking your holiday you either accept our travel insurance or you or your travel agent make immediate alternative arrangements with cover at least to our own policy.

14. SWIMMING POOLS AND OTHER FACILITIES

Where a swimming pool or other facility is referred to as being available for use, such availability is at the hotelier's discretion and is understood to be conditional upon temporary or unavoidable closure necessitated by: the hotels essential maintenance programme, accident, damage or malfunction of equipment, and in the case of swimming pools: compliance with any water conservation regulations imposed in times of drought, damage or malfunction of the mains water supply. The above are understood to be a result of force majeure and not to reflect on our failure to deliver an advertised facility.

15. ARBITRATION

In the unlikely event that a complaint cannot be settled amicably between us, you may if you wish refer the matter to arbitration under a special scheme, which, though devised by arrangement with ABTA is administered quite independently by IDRS part of the Chartered Institute of Arbitrators (details on request). This is a simple method of arbitration on documents alone with restricted cost liability to the customer. The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the holiday but in special circumstances it may still be offered outside of this period. The scheme does not apply to claims over £5,000 per person or £25,000 per booking, nor to claims mainly or solely in respect of injury or illness or their consequences. Alternatively, AITO's Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and amicable solution.

16. PASSPORT/VISA

It is the responsibility of all customers to ensure they have a valid passport, and any required visa. In addition, you must consult your GP for advice regarding recommended medication and anti-malarial drugs before you book. For further information on passport and visa requirements, please contact the Foreign and Commonwealth Office at www.fco.gov.uk

17. HOLIDAY PARTICIPATION

Should anyone be refused admission to the flight or to the destination country by the airline or government authority than we are powerless to assist and cannot be held responsible. Any passengers considered being unacceptably under the influence of alcohol or drugs may be denied boarding to the aircraft or entry into the country. In these circumstances we shall consider the customer as having given notice of cancellation and be under no liability for any costs or charges incurred as a result of our doing so.

18. ACCURACY AND INFORMATION

We have taken all care to ensure the information shown on this website is accurate. Incidental information (e.g. relating to local events or markets etc) is offered in good faith and we therefore ask that should this be important to you, you check the details independently.

19. LINKS TO OTHER WEBSITES

Any links or frames to other websites included within this website will not be protected by ABTA unless the websites themselves are a member of ABTA.

20. USEFUL TRAVEL INFORMATION

Please click on the following links for further information:

www.fco.gov.uk and Commonwealth Office (FCO) for advise on traveling abroad.