

Booking conditions

All bookings are made with Jeka Holidays Ltd (“JEKA”) trading as Jeka Group Holidays, and whose registered office is at Victoria House, Victoria Street, Taunton, TA1 3FA. All cheques should be made payable to Jeka Holidays Ltd. in pounds sterling.

Being a member of ABTA Ltd, our booking conditions must comply with certain provisions laid down by them.

1. BOOKING

1.1 Provisional bookings received by letter or telephone will be held for a period of 21 days and thereafter the provisional booking will automatically lapse.

1.2 On receipt of a completed booking form accompanied by the first deposit (as shown in the brochure) for each paying passenger, JEKA will send you confirmation of your booking. This acts as an acceptance of a booking by Jeka and constitutes a binding contract which is subject to these booking conditions. The person signing the booking form (the “Party Leader”) is deemed to be authorised to accept these booking conditions by all members of his or her party (or their parents and/or guardians if they are under the age of 18) and the Party Leader should therefore ensure that all such persons are aware of these booking conditions. JEKA will notify any Party Leader within 28 days of receipt of the booking form if the booking cannot, for whatever reason, be accepted. Once a booking has been confirmed (i.e. by JEKA sending to you a receipt) the balance of the holiday price is due and payable in accordance with the timescale shown in Condition 11 below. JEKA are unable to accept liability for delay in the despatch of tickets, coupons or vouchers where such a delay is caused by late payment of sums after booking.

1.3 If you do not pay in accordance with the timescale set out in Condition 11 below then you will be subject to JEKA’s right to cancel for non-payment.

2. ALTERATIONS

2.1 If, after our confirmation has been issued, you wish to change to another of our holidays or change departure date, JEKA will do its utmost to make the changes, provided that notification is received at our office by the person who signed the booking form, at least 20 weeks before departure. Any alteration by you within 8 weeks of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges set out in Condition 3 below.

3. CANCELLATION

3.1 You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing. As this incurs administrative costs, we will retain your deposit and in addition may apply cancellation charges up to the maximum shown below.

Days before intended Departure within which written cancellation is received by JEKA Holidays Ltd.	Cancellation charges as a percentage of total holiday price.
More than 42 days	All deposit forfeited
30-42 days	50%
15-29 days	60%
1-14 days	75%
Less than one day	100%

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

4. COMPLAINTS

4.1 If you have a problem during your holiday, you must inform the local JEKA representative who will endeavour to put things right quickly. If your complaint could not have been resolved locally to your satisfaction then you must notify JEKA in writing within 28 days of your return home. JEKA accepts no liability in respect of complaints of alleged dissatisfaction received after this period.

4.2 It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract which cannot be amicably settled may (if you so wish) be referred to Arbitration under a special scheme which though devised by arrangement with ABTA is administered quite independently by the Chartered Institute of Arbitrators. The scheme, details of which can be supplied on request, provides for a simple

and inexpensive method of Arbitration on documents alone with restricted liability on the customer in respect of costs. This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. In addition the Scheme does not apply to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. If you elect to seek redress under this scheme, written notice requesting Arbitration must be made within 9 months after the scheduled date of return from holiday. Full details are available from ABTA Ltd, 30 Park Street, London SE1 9EQ.

5. PRICES

5.1 All prices are set out in the latest edition of the price list which accompanies, and forms part of, the brochure. Prices are based on tariffs, costs and taxes in force at the date indicated in the brochure. As all our foreign costs are paid for in Euro’s all prices quoted are calculated at the following exchange rate of 1.18376 Euros to £1.00 sterling as published on www.XE.com on 8th May 2017.

5.2 The price of your holiday is subject to surcharges on the following items:

governmental action, currency, fuel, increases in scheduled air fares. Even in this case JEKA will absorb an amount equivalent to 2 percent of the holiday price which excludes insurance premiums and any alteration or amendment charges and only amounts in excess of this 2 percent will be surcharged. If this surcharge is more than 10 percent of your holiday price, you will be entitled to cancel your booking with a full refund of all monies paid by you except for any premium paid to us for holiday insurance and any alteration or amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within fourteen days of the issue date printed on the invoice. Should the price of your holiday go down due to changes mentioned above, by more than 2% of the 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 have no impact on the price of your travel due to contractual and other protection in place.

5.3 No surcharges will be imposed in the last 30 days prior to your intended departure date.

6. ALTERATIONS BY JEKA

6.1 It is unlikely we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally changes may be made, which we reserve the right to do at any time. Most of these changes are minor, and we will advise you at the earliest possible date. If a major change becomes necessary we will inform you as soon as reasonably possible if there is time before departure. When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us or cancelling your holiday. In all cases we will pay compensation as detailed below.

Period before departure within which a major change is notified to you	Compensation per full paying person
More than 56 days	No compensation
28 to 55 days	£10
14 to 27 days	£15
Less than 13 days	£20

Force Majeure: Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

7. CANCELLATION BY JEKA

7.1 We reserve the right in any circumstances to cancel your holiday. However, in no case will we cancel your holiday less than 8 weeks before the scheduled departure date except for reasons of force majeure or failure on your part to pay the final balance. In circumstances where we are unable to provide the holiday booked, we will return all monies paid or offer an alternative holiday of comparable standard and if a cancellation occurs within 10 weeks of departure, compensation on a similar scale to that shown in condition 6.1.

8. COMPENSATION

8.1 We accept responsibility for ensuring the holiday you book with us is supplied as described in this brochure and the services offered reach a reasonable standard. If any part is not provided as promised we will pay the appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers save where they lead to death, injury or illness except as provided in Condition 9 below. In respect of services provided by rail, road, air or sea carriers, our liability in all cases shall be limited in the manner provided by international conventions.

9. LIABILITY

9.1 We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors servants and/or agents of the same whilst acting within the scope of, or in the course of their employment (in respect of services provided by rail, road, air or sea carriers, our liability in all cases shall be limited in the manner provided by international conventions). We will accordingly pay to our clients such damages as might have been claimed in respect of death illness or injury caused by negligence, as accepted under English Law, of our employees, agents or suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday.

9.2 If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party will be limited to £5000 in total.

10. CARRIERS CONDITIONS

10.1 When you travel with the carrier, the conditions of carriage of that carrier apply, some of which may limit or exclude liability. This brochure is the responsibility of JEKA, it is not issued on behalf of, and does not commit the carriers mentioned therein.

11. TIMING OF PAYMENTS

11.1 Please note carefully the following timescale of payments

11.1 1a) The first deposit of £20.00 per person together with the completed booking form must be sent to JEKA within 21 days of making your provisional booking.

11.1 2b) This must be followed by a second deposit payment of £60.00 per person to be received by our office no later than 6 weeks after receipt of the first deposit payment.

11.1 3c) The balance of your holiday price must be received by our office no later than 8 weeks before your scheduled departure date.

12. GENERAL

12.1 By signing the booking form the party leader accepts on behalf of all members of his or her party the terms of these booking conditions.

12.2 All information published in this brochure is, to the best of JEKA’s knowledge, complete and accurate at the time of going to press. If any matters come to light which would materially affect your holiday JEKA will advise the party leader as soon as possible.

12.3 Extra charges at resort. Any extra expenses incurred in your accommodation centre or elsewhere in the resort must be settled as they arise. JEKA accepts no responsibility for any costs or charges so incurred.

JEKA HOLIDAYS LTD.
May 2017