



## Delplata Travel

Delplata Travel is owned by DelPlata Sports & Travel Ltd. registered in England & Wales no. 5565489 ATOL no. 9023  
 Quilley Brook, Pethybridge, Lustleigh, Devon, TQ139TG  
 Tel: 0800 587 1381 Fax: 020 71173093 Email: info@delplata.co.uk  
 www.delplata.co.uk

## Terms & Conditions of Booking

**Your contract is with Delplata Sports & Travel Ltd (Reg no. 5565489) a fully bonded ATOL holder (ATOL no. 9023) also trading under the names of Delplata Sports, Delplata Travel and Delplata and hereinafter referred to as Delplata or 'we', 'us' or 'our'.**

**Delplata accepts bookings subject to the following conditions:**

### **1. Your contract with Delplata:**

To secure a booking with Delplata, we require a completed and signed booking form together with a non-refundable deposit of £200 (or a sum as advised by Delplata) per person plus the appropriate insurance premiums, if applicable, or full payment for travel within 60 days of the departure date. A booking is accepted and becomes legally binding only from the date when Delplata has confirmed its acceptance by issue of a confirmation invoice. It is at this point that a contract between Delplata and you (the 'client') comes into existence. The contract is between Delplata and the client, being all persons named on the booking form travelling or intending to travel with Delplata. The person signing the booking form (which incorporates these conditions) warrants that he/she has full authority to do so on behalf of all persons whose names appear on the booking form (the 'party'), and confirms that all such persons are fully aware of and accept these conditions. However, for the avoidance of doubt, that person's signature confirms his or her responsibility for all payment due in respect of all persons within the party.

### **2. Payment for your tour:**

(i) After receiving your initial deposit of £200 (or a sum as advised by Delplata, as some tours require larger deposits and interim payments) per person plus the appropriate insurance premiums if applicable, Delplata will send the client a confirmation invoice. It is at this point when Delplata sends a confirmation invoice to the client that a valid contract comes into existence between Delplata and the client. The client should check the confirmation/final invoice together with all tickets and documents carefully as the client receives them and contact Delplata immediately if the client thinks that any details are incorrect.

(ii) The total cost of any booking shall be paid so as to be received as cleared funds by Delplata not later than the date specified on the invoice, this is normally no less than 60 days before departure.

(iii) Full payment is required at the time of booking for all bookings made within 60 days of departure date.

Please note that personal cheques take 10 calendar days to clear into Delplata's account.

In all cases, if clearance of full payment is not received by the specified date on the invoice normally at least 60 days before departure, Delplata may choose to treat the itinerary as cancelled and Delplata will be entitled to keep all deposits paid or due at that date. If Delplata does not cancel immediately because the client has promised to make the payment, the client must pay the cancellation charges shown in clause 4 depending on the date Delplata reasonably treats your booking as cancelled.

Delplata will not accept responsibility for any monies sent by post. Delplata reserves the right to pass on any charges relating to returned cheques. Payment can be made by cheque, bank deposit and bank transfer. Delplata will not be responsible for documents mislaid or lost in the postal system. Documents can be sent by registered post or courier but will be subject to an additional fee.

### **3. Changes by the client before departure:**

Any changes to the original booking (for example, hotel, passenger names but not departure dates (see below) must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of £25 per booking in addition to any further costs that Delplata may incur. Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed. A change of departure date must be requested in writing by the person signing the booking form and must be accompanied by an administration fee of £50, unless the request is within 60 days of departure in which case cancellation fees will be applied as detailed in clause 4 (below).

Alterations within the periods set out below in clause 4, we may choose to treat as cancellation, and the penalties hereunder will apply.

### **4. Cancellation by the client:**

The client may cancel the booking at any time provided that the cancellation is communicated to Delplata in



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writing. Cancellation charges will be applied as shown below calculated from the day when written notice is received by Delplata. The more notice that Delplata receives, the less Delplata will charge the client.

However, in addition to the charges shown below many air tickets have no refund value whatsoever and, therefore, airlines may impose 100% cancellation charges and the cost of a new ticket.

Period before departure	Cancellation charge
90 days or more	Forfeit (and interim payment if applicable) of deposit
89 - 60 days	25% of total cost or interim payment forfeit (whichever is greater)
59 - 30 days	60% of total cost or interim payment forfeit (whichever is greater)
29 days or less	100% of total cost

In addition to the above cancellation charges, the full insurance premium is also payable in the event of a cancellation by the client. If the reason for cancellation is covered by the client's travel insurance policy, the client may be able to reclaim these charges.

### 5. Substitution of client:

If a client is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given at least 60 days prior to departure. An administration fee of £50 will be charged plus any additional costs that are incurred by Delplata. Airlines may impose 100% cancellation charges and the cost of a new ticket.

### 6. Alteration or cancellation after commencement of travel:

Any alteration that the client requests after the tour commences, Delplata will endeavour to implement, but we cannot guarantee that it will be possible. In fact, Delplata advises against reorganizing arrangements that have already been reconfirmed with Delplata's local agents as Delplata cannot guarantee that everything will run efficiently. In the event of such amendments being made, the client will be liable for any cancellation charges that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves. As a rule, no refund will be paid to clients who do not complete a tour, but please see clause 13 below.

### 7. Alterations by Delplata:

Delplata reserves the right at anytime to make changes to the client's holiday arrangements (including flights, accommodation, transport or services). These changes are usually minor, but if this is not the case, Delplata will inform the client before departure. Flight timings and carriers are subject to change due to airline procedures, and details given on the client's invoice or itinerary are for guidance only. Even details given on your tickets may be subject to change locally.

If Delplata has to make a 'significant change' - a significant change is a change made before departure such as a change of accommodation to that of a lower official classification or standard to the whole or a major part of the itinerary\*, a major change of the ground itinerary, a change of outward departure date (usually more than 24hours), or a change of UK departure airport to one which is less convenient to the client (except as between Heathrow and Gatwick) - the client may choose one of the following options:

1. accept the changed arrangements.
2. purchase an alternative holiday similar in standard to the one booked, if available.
3. cancel the booking and obtain a full and prompt refund of all the money paid by the client to Delplata - along as the client has given Delplata written notification of cancellation within 7 days of the date on which the client was notified of all alterations.

If a change to an airline schedule causes a potential significant change to the holiday, Delplata may choose to amend flight routings at no additional cost to the client in order to allow Delplata to fulfil its obligations to the client. In such circumstances, if the client decides to cancel, normal penalties will apply. Insurance premiums will not be refunded. If a significant change is made by Delplata within 8 weeks of departure, the client will be entitled to compensation per person according to the scale laid out in the table below:

Period before scheduled departure date within which a significant change is made known to the client.	Compensation
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More than 55 days	Nil
55-43 days	£10
42-29 days	£20
15-28 days	£30
0-14 days	£40

An amendment which affects a stay in a hotel, where the hotel stay is not the focus of the tour. is not treated as a significant change.

If Delplata has to make a significant change or cancel, the client will be compensated as set out above subject to the following exceptions. Compensation will not be paid where Delplata is forced to make a change or cancel due to unusual and unforeseeable circumstances beyond Delplata's control ('defined as force majeure', see clause 9), the consequences of which Delplata could not have avoided even with all due care. No compensation will be payable if Delplata cancels as a result of the client failing to comply with any requirement of these booking conditions entitling us to cancel (such as not paying on time).

In the unlikely event that Delplata is unable to deliver a significant proportion of the services booked by the client after the client has departed, Delplata will organize alternative arrangements for the client at no additional cost, or if this is not possible, or the client does not accept the alternative arrangements for a good reason, we will provide the client with transport back to the point where the client's holiday arrangements with us commenced. If Delplata is forced due to 'force majeure' to change or cancel the client's holiday after departure but prior to the scheduled end of the tour, Delplata will not be able to make any refunds, pay the client any compensation or reimburse any costs or expenses incurred by the client as a result.

### 8. Force majeure:

Delplata will not accept liability or pay any compensation where the performance or prompt performance of Delplata's contractual obligations is prevented or affected, or the client otherwise suffers any loss or damage due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that Delplata or the supplier of the services in question could not foresee or avoid even with all due care. Such events include but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, changes of schedules or operational decisions of air carriers, or similar circumstances beyond Delplata's control.

### 9. Cancellations:

Some excursions are arranged which involve a local operating minimum number of passengers. In the case of the minimum number of passengers not being reached - 'low bookings' - Delplata reserve the right to cancel the excursion or offer an alternative date or a refund for all the money paid by the client for the affected excursion. Delplata is not liable for compensation beyond this full refund. If Delplata is forced to cancel all or part of a tour due to 'force majeure', Delplata will inform the client as soon as possible, and shall offer an alternative tour of comparable standard, if available, or return all monies paid by the client. No compensation beyond this full refund will be paid to the client if cancellation is because of 'force majeure' or 'low bookings'. If any of the causes of cancellation or alterations occur after the tour has commenced, Delplata reserves the right to permit the local supplier to take responsibility for changing the planned itinerary and accommodation on the client's behalf. Wherever these alterations are due to 'force majeure', no compensation is payable to the client. Occasionally, departure delays and failure of transport connections make it impossible for clients to use the services contracted and paid for, and in such case, Delplata will not pay compensation. When, however, alterations are within Delplata's control, the client will be entitled to compensation of £30 per person.

### 10. Fixtures:

In the case of any tour including the playing of sports fixtures, Delplata reserves the right to make such changes to the final itinerary as it deems necessary if it is forced to change any aspects of the tour as a result of the following reasons; non-availability of a suitable fixture, non-availability of a venue, cancellation by an opposing team, a 'no-show' by an opposing team, or cancellation due to adverse weather conditions. Should such changes occur, the client/party would not be entitled to compensation. Whilst Delplata employ all possible measures so that the fixtures take place, on occasion, due to circumstances beyond our control a fixture may be cancelled and it is a condition of this contract that Delplata cannot be liable for this.

### 11. Surcharges:

Delplata reserves the right to impose surcharges to cover increases in, but not limited to, the following: government action, currency exchange rates, transportation costs (including the cost of fuel), overflying charges, airport charges, local taxes and increase in scheduled air fares. In all cases Delplata will absorb an



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amount equivalent to 2% of the invoice price (excluding insurance premiums and amendment charges). Only amounts in excess of the 2% will be passed to the client and should this figure exceed 10% of the invoice price (excluding insurance premiums and amendment charges) the client will be entitled to cancel the booking and receive a full refund of all monies paid (excluding insurance premiums and amendment charges). If the client chooses to cancel in these circumstances, the client must do so within 14 days of the issue date on the surcharge invoice. Delplata will not impose any surcharge within 14 days of departure.

### 12. The website and quotation:

Whilst Delplata endeavour to ensure that all the information and prices are accurate both on our website and those given in our itineraries and quotations, the client must understand that occasionally minor alterations arise. Delplata reserves the right to amend any of the prices, services or other particulars published on the website or contained in quotations at any time before Delplata enters into a contract with the client. Where there is any change, Delplata will inform the client before entering into a contract with the client.

The hotel classifications published on the website and in itineraries and quotations are for guidance only. The classifications are not based on any national or international system. Classifications are subjective as they are often based on the opinions of Delplata staff or local agents. When Delplata makes reservations, it has to use the room classification that the hotel adopts (occasionally this can be misleading), and therefore is not able to take responsibility for the veracity of hotels' classification of rooms.

### 13. Refunds:

Delplata will not make refunds for any unused hotel accommodation, service or transport. No refund can be made for lost, mislaid or destroyed tickets or vouchers.

### 14. Delplata's responsibilities:

If any part of the tour the client books with Delplata is not as described and does not reach a reasonable standard, or if the client suffers personal injury, illness or death as a result of any improper performance by Delplata or its suppliers or agents of the obligations it owes to the client under this contract, Delplata will pay the client reasonable compensation taking into account all relevant factors including the invoice price of the tour, any steps it was reasonable for the client to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected the client's enjoyment of the package. If any part is not provided as promised, other than as a result of 'force majeure' (see clause 8), Delplata will pay the client the appropriate compensation if the enjoyment of the tour has been affected. In these cases Delplata's liability will be limited to twice the value of the element not supplied excluding flights.

The above acceptance of liabilities is subject to the following three qualifications :- (i) Delplata will not be liable to pay the client any compensation if the deficiency, personal injury, illness or death concerned does not result from any fault on the part of Delplata or its suppliers, but is caused by the client's own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of Delplata's suppliers) or by circumstances which neither Delplata nor its suppliers could have anticipated or avoided even exercising all due care. (ii) Delplata's liability to compensate the client and the amount of compensation payable by Delplata is limited in accordance with certain international conventions, the Warsaw Convention as amended by the Hague Protocol 1955, the Berne Convention 1962, the Athens Convention 1974 and the Paris Convention 1962. (iii) It is a condition of the payment of compensation that the client notifies Delplata of any complaint or claim strictly in accordance with clause 14 and, further, assign to Delplata any rights the client may have against any third party in connection with the client's claim. The client must co-operate with Delplata and Delplata's insurers in this regard. If the client suffers a personal injury, death or serious difficulties as the result of an activity which does not form part of the tour the client booked with Delplata - including for example any additional services or facilities provided to the client by a hotel or any other supplier which was not included as part of the original contract between Delplata and the client - will not be liable to pay the client any compensation but will offer the client such advice and guidance as is reasonable in all the circumstances provided Delplata is advised of the incident within 90 days of the occurrence.

Delplata will not be responsible where the client does not enjoy the tour or suffer any other problems because of a reason which the client did not make Delplata aware of when the tour was booked.

The promises Delplata gives to the client regarding the services Delplata has agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which the client's claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. Such shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK .



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Where Delplata is found liable for loss of and/or damage to any personal possessions (including money) or luggage, Delplata shall pay the client a maximum amount of £150 pounds per person affected as it is assumed that the client has taken out adequate insurance at the time of booking the tour.

### 15. Carriage by air and sea:

This is subject to the terms and conditions of the carrier with whom the client travels, and to international agreements and conventions, some of which limits liability. as stated in clause 14 above.

### 16. Complaints:

If a problem occurs, whilst the client is abroad, the client must inform the relevant supplier (e.g. hotel, tour operator, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to the client's satisfaction, at the time, the client must also contact Delplata immediately by telephoning Delplata's emergency helpline (TBC) or fax (TBC) or via email info@delplata.co.uk, so that the Delplata is given the opportunity to help. In the event that a complaint cannot be resolved at the time, the client must write within 28 days of return from the tour to Delplata's Director quoting the original booking reference and giving all relevant information. Failure to take these steps will hinder Delplata's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation client may be extinguished or, at the very least, substantially reduced.

### 17. Travel insurance:

It is compulsory for the client to take out suitable travel insurance. The client must be suitably insured either through Delplata or an alternative insurer. If the client chooses not to take out insurance cover through Delplata, nor provides details of an alternative suitable insurance policy on the booking form, Delplata will not be able to accept the booking. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. Delplata is able to provide the client with a suitable insurance policy. However, clients should satisfy themselves that any travel insurance arranged through Delplata is what they require. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour.

Once a insurance certificate has been issued by Delplata, premiums cannot be refunded (unless the holiday is cancelled by Delplata).

### 18. Age, Fitness and Participation:

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described. No unaccompanied minors (i.e. those under 18 years of age) can take tours provided by Delplata, however minors may travel provided that they are accompanied by a parent or a guardian who accepts full responsibility for them. Delplata reserves the right to refuse any booking from prospective clients whom Delplata considers unsuitable for the type of tour to be undertaken.

### 19. Your responsibility:

It is the client's responsibility to ensure that he/she and the members of the client's 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 Delplata have the right to terminate arrangements made on the client's behalf, in which case the Delplata's responsibility to the client ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses the client may incur as a result. Furthermore, the client will be liable to reimburse Delplata for any expenses whatsoever it incurs as a result of the client's behaviour.

All participants in tours operated by Delplata are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Delplata of all obligations that it may otherwise have under these booking conditions.

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. Delplata is not liable if there is any change to a departure/ arrival time previously given to the client or shown on the client's ticket. It is for this reason that all clients are required to reconfirm their flights, with the airline, 72 hours prior to departure. Delplata is also unable to make any special arrangements for the client if the client is delayed; these matters are in the sole discretion of the airline concerned. The client's ticket is the client's document of travel and the information on the ticket is deemed correct unless the Delplata is advised by the client within 72 hours of receipt.



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The client is responsible for making him/herself aware of all passport and visa requirements and should allow adequate time to obtain them. Please note that many countries require that a passport is valid for six months beyond the period of proposed stay. Requirements can change and it is the client's responsibility to ensure that he/she complies with applicable passport, visa and health requirements and take all necessary documents in order to gain access to any country or region to which travel arrangements are made. If the client fails to do so, the client will be solely responsible for any cost, loss or damage which the client or Delplata incurs as a result of the client's failure. Delplata will not be responsible if the client or any of the client's party are refused entry onto any transport or into any country due to the failure of the client or any member of the client's party to carry the correct documentation. Delplata can provide general advice regarding these matters to British Citizens, however non-British Citizens should seek the advice from their embassy or consulate regarding the current requirements.

For regular updates on visa requirements or any safety advice for British Citizens planning to travel overseas, see the Foreign Commonwealth Office (FCO) website: [www.fco.gov.uk](http://www.fco.gov.uk) or call 0870 606 0290. The client should contact the (FCO) before making a final decision regarding his/her destination.

### **20. Special Requests:**

If the client has any special requests, the client should inform Delplata at the time of booking. Delplata and its suppliers will try to meet such requests but, as these do not form part of the contract, Delplata does not guarantee to do so, including for pre-bookable seats. If Delplata confirms that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. The client will not be specifically notified if a special request cannot be met. Delplata does not accept bookings which are conditional on the fulfilment of any special request.

### **21. Departure taxes:**

It is not always possible to include all departure taxes on the client's 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.

### **22. Your financial security:**

To ensure that the client is refunded and/or repatriated in the unlikely event of the Delplata's insolvency, Delplata is licensed and bonded by the Civil Aviation Authority (ATOL No: 9023). In the unlikely event of our insolvency, the CAA will ensure that the client is not stranded abroad and will arrange to refund any money the client has paid to Delplata for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **23. Price and website accuracy:**

The prices and information on our website may have changed by the time the client comes to book the tour. Whilst Delplata endeavours to ensure their accuracy, the client must ensure to check all details and prices of the tour in question with Delplata at the time of booking.

### **24. Governing Law:**

The contract (incorporating these booking conditions) and all matters arising from it, are subject to English Law and the exclusive jurisdiction of the English Courts.