



Booking Terms and Conditions

All bookings are made with Close Encounters Limited, Mercury House, Northgate, Nottingham, NG7 7FN, UK
Registered Company Number 5024883.

We endeavour to ensure that all of our customers have complete satisfaction, no matter what their requirements are. It should, however, be understood that we are acting on behalf of the supplier of the travel product specified and that all bookings are accepted on the following conditions:-

"Package"	Means the pre-arranged combination of at least 2 of transport, accommodation and other tourist services not ancillary to transport or accommodation and accounting for significant proportion of the package when sold at an inclusive price. The submission of separate accounts for different components shall not cause the arrangements to be other than a package and the fact that a combination is arranged at your request and in accordance with your specific instructions (whether modified or not) shall not of itself cause it to be treated as other than pre-arranged.
"Travel Product"	Means packages and other travel related products including (without limitation) flight, rail and coach tickets and insurance.
"Operator"	Means any person who organises travel products or offers them for sale through Close Encounters Limited.

Words denoting the singular include the plural.

1 Your Holiday Contract

There will be no contract between the company and the client until the client has signed a booking form (as required by Operator) and the company has issued a confirmation invoice. However, for bookings made within 56 days of travel a contract shall deem to exist once the client has made the booking "definite" by telephone and Close Encounters has confirmed full holiday details, including a booking reference number on the telephone. Full payment will be due immediately for bookings made within 56 days of travel (subsequent cancellation of the booking by the client is subject to the charges in clause 4).

2 Payment for the booking

You pay a deposit as a percentage of the total booking (subject to operators terms and conditions, available on request). This is your only commitment until 10 weeks before departure when the balance becomes due. If you do not, we reserve the right to treat your booking as cancelled, in which case, you could be liable to pay us cancellation charges of up to 100% of the final invoice total in accordance with clause 4 below. Payment by cheque, which will have to be cleared before confirmation can be issued. There is no contract between us until payment has been effected and a written confirmation issued.

3 If you change your booking

A fee of £25 per booking will be charged for each amendment, plus all charges of whatever nature levied by Close Encounters' suppliers. Clients should be aware that some suppliers, particularly airlines, may charge a 100% cancellation fee and the cost of a new ticket.

4 If you cancel your booking

You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid if put in writing (or sent by email), and signed (or emailed) by the person who made the booking ie. the lead name on the booking. In the event of cancellation by the client, the following cancellation charges will be made (shown as a percentage of total booking).

More than 60 days:	Loss of deposit
59-39 days	50% of holiday paid
Less than 39 days	100% of holiday paid

5 Data Protection

Information which you supply to Close Encounters limited will be held on the computer system (and in other ways) for the following purposes:-

"Booking information"	Information about you and your party may be passed onto the principal, and others, which may include things such as religious beliefs, dietary requirements, physical or mental health. This information may also be transferred abroad.
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"Travel Insurance"	If you apply for travel insurance we may process information, including medical information, about you or any members of your travelling party and pass it onto the insurer.
"Statistics"	For analysis and market research.
"Legal"	Regarding fraud prevention and debt collection.
"Service"	To contact you ie. telephone, letter or email with details of Close Encounters Limited or selected suppliers' products and services which we think may be of use to you.

It is not possible to accept your booking without your consent to process your data. However, if you do not wish to receive extra details from ourselves please contact our office, so we can amend your records accordingly.

Where Close Encounters limited is acting as the operator in respect of the travel product specified, the following will apply:-

7 Alterations

Close Encounters Limited reserves the right to cancel or make a material alteration to a travel product:-

- (i) for any reason whatsoever prior to the day on which payment of the balance of the price becomes due; or
- (ii) "Force majeure" at any time prior to departure

"Force majeure" means circumstances where performance and/or prompt performance of the contract is prevented by reason of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions and other similar circumstances beyond the control of Close Encounters Limited

8 Late arrivals/delays

- 8.1 It is your responsibility to arrive at all departure points at the time specified in the tickets and/or itineraries supplied by us
- 8.2 Close Encounters limited do not accept responsibility for the consequences of late or non-arrival as specified above
- 8.3 Passports, visas, health requirements and driving licences

You are responsible for the provision of necessary valid documents, including visas. Such requirements are subject to change and the client is responsible for checking current requirements before departure. Close Encounters Limited will not be liable for any failure by the client to discharge these responsibilities and the client will have to reimburse the company for any cost it incurs as a result of such failure on the part of the client.

9 Insurance

Under the terms of this contract, you are required to have suitable travel insurance. This must include the costs of medical treatment and repatriation in the event of serious accident or illness. Clients in breach of this condition will be deemed to have indemnified the company for any consequential loss incurred by the company on their behalf and will be redeemable from you.

10 Complaints

If you have a complaint about any element of your holiday, you must inform us immediately. Matters can be most easily sorted out for you on the spot. In the unlikely event that matters cannot be resolved to your satisfaction details of your complaint should be notified in writing to Close Encounters' Customer relations department (quoting the number(s) of your booking reference(s), and your departure date, within 28 days of returning. We shall not accept any liability in respect of claims that we receive after that date, or which have not been reported to ourselves, or the supplier.

11 Holiday Participation

We reserve the right to decline to accept or retain any person as a client at any time, and we shall be under no liability for any extra cost incurred by such a person as a result of our doing so. In our absolute discretion, we reserve the right to terminate without notice the holiday arrangements of any client whose behaviour is such that it is unlikely in our opinion to cause distress, damage, danger or annoyance to our customers, employees, agents property, or third party. If you are prevented from travelling because, in the opinion of a person in authority you appear unfit to travel or cause distress or discomfort to other passengers, then our responsibility for your holiday ceases. Full cancellation charges will apply. Close Encounters Limited has no control over the behaviour of other people staying in or visiting your accommodation.

12 Accommodation

- 12.1 The company makes every effort to ensure that all resorts, lodges, hotels and camps offered are described as accurately as possible. However, changes can occur and the company reserves the right to make such changes, in which case the client will be informed before the booking is confirmed.
- 12.2 The accommodation provided is only for the use of the passenger shown on the Final Invoice, as confirmed by us; subletting, sharing or assignment is prohibited.

13 Pricing Policy

The price of your holiday, which we confirm in writing at the time of booking is the price, including increases and reductions, you will pay and will not be subject to surcharges, except for actions of governments (eg. VAT change), changes in transport costs (including fuel and airfares) and fees chargeable for services (including landing taxes, security fees, and other embarkation/disembarkation charges at airports/ports). In this event the company will bear the first 2%. Should the increase be more than 10% of the total cost, you have the right to cancel. Only written confirmation of prices will be honoured.