

# BOOKING FORM

Party leader name: .....

Address for correspondence:.....

.....

.....Post Code:.....

Telephone Home: ..... Work:.....

Mobile:..... Email: .....

Details of all party members, including party leader:

Name as per passport, please underline surname	Date of birth	Passport Number	Country of issue & expiry date

Hotel required ..... Room type required .....

Special requests ..... Number of nights in resort .....

Departure date from UK ..... Preferred airline .....

Travel insurance policy no. .... 24 hour helpline Number .....

Total price of holiday £ ..... (Excluding 2% surcharge if paying by credit card)

Party leader declaration; I have read and accept on behalf of all my party the terms and conditions as stated in the Booking Conditions and essential holiday information in the brochure and on the website. I agree to read the travel notes that will be issued with the confirmation invoice and pass a copy to all members of my party. I confirm that I am authorised by the above named to make this booking and agree that this booking is subject to the terms as laid out in the Booking Conditions.

Print Name ..... Signature ..... Date .....

**Credit/debit card details – please note there is a 2% surcharge for Visa/Mastercard/Amex. No charge for Debit Cards**

Card holder's address (if different from above) .....

Please debit the sum of £..... to my Visa  Mastercard  Amex  Debit Card

Card Number

Security code    Expiry date     From date     Issue Number

Card holder's name ..... Signature ..... Date .....



Tropic Breeze Ltd  
Tropic House Parsonage Road  
Newton Ferrers  
Plymouth PL8 1AS



Telephone 01752 87 33 77 Fax 01752 87 33 59  
Email [info@tropicbreeze.co.uk](mailto:info@tropicbreeze.co.uk)  
[www.tropicbreeze.co.uk](http://www.tropicbreeze.co.uk)

These conditions apply to all contracts made with Tropic Breeze for inclusive tour holidays (an "ITH"), these are holidays with two or more elements of: transport, accommodation and other tourist activities, and should therefore be read carefully.

Should your holiday consist of only one element of the above components (a non inclusive tour (a "non ITH") these conditions may be specifically varied by us at the time of booking, such variations are identified in italics.

## 1 Contract

1.1 The contract is between Tropic Breeze Limited (company number 4137790) ("Tropic Breeze") whose registered office is at Tropic House, Stoke Road Noss Mayo Plymouth PL8 1DY and the person signing the booking form (the "Party Leader") ("the Booking Form").

1.2 A contract is created when we issue a written confirmation invoice ("Confirmation") to you after receipt of the Booking Form and deposit or full payment. If a Booking Form is not completed, but the Party Leader verbally accepts and confirms our quotation and verbally authorises us to take a deposit or full payment by credit or debit card by supplying us with the card details and we issue Confirmation, a contract is also created.

1.3 The air holidays in this brochure are ATOL protected since we hold an Air Tour Operators Licence granted by the CAA. Our ATOL number is 5615. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money for an advance booking. For holidays that do not include a flight (ie accommodation or yacht only, not sold with a flight inclusive package) your payments to us are protected by the Association of Bonded Travel Organisers Trust Limited.

1.4 The Party Leader must be over 18 years of age on the date of departure and if any member of the holiday group is 17 years of age or under, the Party Leader agrees to take responsibility for them.

## 2 Booking and Deposits

2.1 To book your holiday you should complete the Booking Form and return it to the address below together with a deposit of £250 per person for hotel holidays, or 35% of the total value of the holiday for sailing holidays.

2.2 All correspondence will be with the Party Leader, who must have the authority to sign the Booking Form on behalf of the parties identified in the Booking Form. The Party Leader will be responsible for the full cost of the holiday and any associated costs.

## 3 Booking Confirmation and Payment

3.1 Upon receipt of your Booking Form we will send you Confirmation within 7 working days. Please check the details carefully to ensure it accurately reflects the holiday you have requested.

3.2 Should your holiday include a yacht charter a copy of the relevant terms of business of the yacht charter company will be forwarded to you on receipt of your deposit. Should you require a copy of these terms of business prior to that date they may be obtained on request. These terms of business may contain different conditions to those contained herein and you will be required to sign a copy of these terms before you take delivery of your boat.

3.3 The outstanding balance of the price of your holiday is due no later than 70 days before the date of departure. Should we not receive payment of the balance by this date we reserve the right to cancel your holiday and the terms of clause 5 will apply.

## 4 Can I alter the booking?

4.1 We will do our best to accommodate any alterations you may request after the contract is formed.

4.2 To make an alteration the Party Leader must send us Notice.

4.3 We may make an administration charge of £30 per alteration and pass on any third party costs associated with the alteration to you.

4.4 Alterations which are of a major nature will be treated as a cancellation and rebooking.

## 5 What if I have to cancel my holiday?

5.1 You, or any party to the holiday may cancel their holiday at any time provided that Notice of the cancellation is received by us prior to the date of departure together with all documents issued to the Party Leader by us in accordance with this contract.

5.2 Cancellation charges will be made. The cancellation charges for an ITH will be calculated from the day of departure as follows:

Number of days before departure	Percentage of total holiday price deposit
70 days or more	35%
Between 57 and 69 days	70%
Between 56 and 42 days	100%
Less than 42 days	

5.3 Where the holiday price has been calculated by reference to minimum occupancy levels and as a result of a cancellation the occupancy level decreases to a level where a higher holiday price would apply, we reserve the right to pass on that additional cost to the other members of the party.

# TROPIC BREEZE LIMITED - BOOKING CONDITIONS

5.4 Please note that you may be able to recover these costs under the terms of your holiday insurance.

5.5 *The cancellation charges for a non ITH may be varied by notice prior to formation of the Contract.*

## 6 Can Tropic Breeze cancel or alter the booking?

6.1 We will do our utmost to provide the holiday you have booked. However there will be occasions when minor changes have to be made, for example when a yacht is damaged or airlines change their schedules. We reserve the right to make such changes where they become necessary and will advise you of such alterations as soon as reasonably possible. Further, we make every effort to ensure that our brochure and website are accurate, but occasional mistakes do occur. We reserve the right to make changes to correct errors in the brochure and website before and after Confirmation.

6.2 Sometimes a major change is necessary. A major change:-

6.2.1 a change of UK departure time by more than 12 hours for holidays of 13 nights or less and more than 24 hours for holidays of 14 nights or more (in both cases this would not apply to delayed flights)

6.2.2 a change of hotel accommodation to a lower grade than that booked.  
All other changes are classified as minor.

6.3 If we need to make a major change you will have the following options:

6.3.1 Accept the changes;

6.3.2 Cancel your holiday and receive a full refund from us.

6.4 In addition to 6.3 above, each ITH party member named in the Booking Form will be entitled to compensation as follows:

Period before scheduled departure within which major change is notified to you or your travel agent:	Compensation per person
70 days or more	£0
Between 40 days and 70 days	£10
Between 39 days and 15 days	£20
14 days and less	£40

6.5 We reserve the right in exceptional circumstances to cancel your holiday should we, in our sole discretion, deem this appropriate. In this event we will return all monies paid to us, together with compensation in accordance with the scale identified in clause 6.4.

6.6 The options and remedies identified in clauses 6.2 – 6.4 do not apply in the circumstances set out at clause 10.4 (Force Majeure) and in these circumstances we will do our best to provide you with, what is in our opinion, an acceptable alternative holiday of equivalent retail value. In these circumstances you will not be entitled to compensation or a refund, but if a lower standard of accommodation is only available, and / or the holiday duration is reduced, then our liability shall be limited to refunding the difference in the daily rate, based upon the applicable wholesale contract rate.

6.7 *The cancellation compensation set out above do not apply to non ITH's.*

## 7 Holiday Insurance

7.1 It is a condition of booking that each party to the Booking Form has adequate holiday insurance.

7.2 It is your responsibility to ensure that you have adequate cover. You must advise us in writing of your policy number and 24 hour emergency contact telephone number so that we can respond properly to an emergency whilst you are abroad.

## 8 Can the Company vary the price of the holiday?

8.1 The prices in the Price Guide are based upon known costs and exchange rates at the time of publication and are merely intended to provide an indication of the price of a holiday and as such we will not be bound by these prices.

8.2 Each holiday is "tailor made" and a written quotation will be provided upon application. Due to the volume of quotations that are generated, occasionally we may make an error in preparing a quotation. Prior to issuing Confirmation, we will not be bound by such errors.

8.3 Once you have paid your deposit we will not vary the price of the holiday. However, the price of the holiday may be subject to a surcharge, as set out below. We reserve the right to levy a surcharge at any stage prior to departure, should it become necessary, for example, due to a decline in the exchange rate or a change in our supplier's prices, taxation on aviation fuel, VAT changes, or government action. We will absorb the first 2% of the surcharge (excluding insurance premiums and amendment charges). We will not pass on the benefit of any advantageous change in the exchange rate. Only increases in excess of 2% will be surcharged. Where it becomes necessary to levy a surcharge there will be a service charge of £10 to cover additional administration. If the surcharge is more than 10% of the total holiday price you may cancel your holiday within 14 days of receipt of the surcharge invoice and

receive a full refund of all monies paid, except insurance premiums and amendment charges.

## 9 Special Arrangements

9.1 The prices quoted in the brochure are based on all parties named on the booking form travelling together.

9.2 We are happy to make arrangements for you to travel separately (for example, different flights, departure locations, etc). There is an administration charge of £20 per booking in this respect.

9.3 We are happy to make arrangements for your individual requirements, although, unless we can obtain written confirmation from our suppliers that specific requirements will be met, we cannot make any guarantee in this respect.

9.4 Travel tickets and hotel or yacht charter vouchers are only valid for the dates specified and cannot be transferred to other dates.

## 10 Liability

10.1 We have taken all reasonable steps to ensure that proper arrangements have been made for your holiday, and that the holiday you book is provided to you as described in this brochure and is of a reasonable standard. We accept responsibility for the negligent act and/or omission of our employees and also for those of our agents, suppliers and contractors where such persons are acting within the scope of their employment or engagement. We will also accept responsibility for any death, injury or illness caused to you as a result of negligent acts and/or omissions of our employees, agents, suppliers and contractors where such persons are acting within the scope of their employment or engagement and arising from activities forming part of your holiday arrangements booked with us. Except where death, personal injury or illness results, our liability to you is limited to the cost of the holiday (excluding insurance premiums and amendment charges).

10.2 Where your holiday is subject to third party terms of business such as a yacht charter company, you may be requested to sign a declaration, detailing your experience, and other matters before you take possession of the yacht. If, at any stage, the charter company considers that your experience is insufficient, they will require you to have a professional skipper on board, at your expense & subject to availability.

10.3 Sailing as a sport has inherent risks and by booking a sailing holiday you are deemed to be aware of these. With the exception of negligence as outlined above, we accept no responsibility for loss or injury arising from the use of any yacht, dinghy or related equipment. In particular we will not accept responsibility for loss or injury through your failure to carry out an instruction or order of the charter company, staff or agents.

10.4 Tropic Breeze shall not be liable to you or be deemed to be in breach of this contract by reason of any delay in performing or any failure to perform any of our obligations in relation to you if the delay or failure was due to any cause beyond our reasonable control ("Force Majeure"). Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

10.4.1 Act of God, explosion, flood, hurricane/tempest, fire or accident;

10.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.4.4 import or export regulations or embargoes;

10.4.5 strikes, lock-outs or other industrial actions;

10.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

10.4.7 unforeseen changes in the schedules of airlines due to technical, safety, or weather constraints;

10.4.8 power failure or breakdown in machinery.

## 11 Air/Sea Travel

11.1 Your Confirmation will detail airline, flight numbers and provisional timings. It is your responsibility to confirm your flights with the airline 48 hours prior to departure to confirm final flight times and terminal. We cannot accept responsibility for any loss, including missing a connecting flight, either in the UK or abroad, or unused accommodation, as a result of the late arrival of a flight. You should ensure that you have adequate travel insurance to cover this situation. If you are purchasing a ticket for an onward connecting flight, you are advised to purchase a fully flexible ticket in case of late arrival.

11.2 All air and sea travel is subject to the terms of business of that specific company and may also be covered by the Warsaw and Athens Conventions respectively. A copy of such terms and conditions may be obtained on request.

11.3 It is your responsibility to ensure that you have a valid passport and visa, if required, for every member of your party.

## 12 Weather Conditions

12.1 There is a significant risk of extreme weather, including storms and hurricanes, in certain areas of the world, including destinations that we feature. You are advised to make your own enquiries in this respect prior to completing the Booking Form and we accept no liability whatsoever in this respect.

12.2 If you are taking a sailing holiday, the charter company may require you to return the yacht to the boat yard, disembark and stay in a hotel at your expense if weather conditions become or are likely to become adverse. You should examine the charter company's terms of business in this respect.

## 13 Yacht Insurance

13.1 All the yachts are fully insured, details of which are available on request.

13.2 We cannot accept liability for any loss suffered as a result of the insurers failing to indemnify any risk through you providing incorrect information or previous sailing experience on the Booking Form or to the charter company.

## 14 Yacht Damage

14.1 You will be required to pay a security deposit prior to taking possession of a yacht. If damage is caused as a result of willful damage or negligence, or sailing under the influence of alcohol or drugs, or not obeying the charter company's staff or agents advice or instructions, you may be liable for the full cost of repair or replacement. You should examine the charter company's terms of business in this respect.

## 15 Client Behaviour

15.1 We reserve the right, in our absolute discretion, to terminate this contract without further notice if the behaviour of any member of your party, is, in our opinion, or that of our suppliers and agents, likely to cause damage, distress, annoyance or danger to our supplier's employees or agents, a third party, or their property.

15.2 Upon such termination our responsibility for you ceases and we will not be responsible for any extra costs incurred by you.

15.3 Any party who is denied boarding an aircraft on grounds of serious misconduct shall be deemed to have given notice of cancellation of their holiday and we will have no further liability, including the extra costs you may incur as a result

## 16 Complaints

16.1 We hope that you will have no cause for complaint, but if you do, this should be raised with the manager of the accommodation or the charter company, who will endeavour to resolve the problem immediately. If having done this, you are still unsatisfied, Notice must be sent to us as soon as possible after the end of your holiday, and in any event within 14 days of the scheduled return date of your holiday. The manager of the accommodation or the charter company must also be advised in writing before the scheduled return date of your holiday that you propose taking this step for administrative reasons.

## 17 Excursions

17.1 You may arrange excursions with local suppliers during your holiday. Such excursions do not form part of this contract and do not constitute an additional contract with us.

## 18 What if my accommodation or yacht is unavailable?

18.1 Should the accommodation or yacht that you have reserved be unavailable for any reason when you arrive (for example, having been damaged, or due to overbooking) the hotel or yacht charter company may substitute another room, hotel or vessel of equal or greater value and facilities at no extra cost to you. If one is not available, a lower rated room, hotel or vessel may be offered and our liability shall be limited to refunding the difference in the retail rates. You are expected to check the yacht carefully on taking possession. We cannot accept responsibility for missing or damaged equipment that is not advised at this time.

## 19 Website & Brochure Accuracy

19.1 Any photographs in our brochure and on our website are intended to give a general impression only. There may be occasions when the facilities are withdrawn, sometimes at short notice. If a certain set of facilities are particularly important to you, please ensure that we are advised of this fact on the booking form and where circumstances dictate, we will do our best to advise you of their withdrawal, provided our suppliers have advised us of the relevant omission.

## 20 General

20.1 We reserve the right to sub-contract the fulfillment of this Contract or any part thereof.

20.2 Any notice required to be sent by you must be in writing and must be sent to the Company by pre-paid recorded delivery post and shall be effective when received at the Company's address. The address for service on us is:

Tropic Breeze Limited  
Tropic House Stoke Road  
Noss Mayo Plymouth PL8 1DY

The address for service on the Party Leader is the address as stated on the Booking Form.

20.3 English law governs the contract and you agree to submit to the jurisdiction of the English Courts.