

Terms and Conditions.

All bookings are made with Ukrainian Pearls. Your signature on the booking form will be taken as your acceptance of the following conditions. Reading the booking conditions and information form part of your contract with us.

1. Booking – Provisional bookings should be made by telephone to ensure that accommodation and transport are available on the dates you require.
2. After receipt of your booking form and deposit we will issue a confirmation invoice at which stage a binding contract comes into effect between you, the client, and us.
3. Payment of the Balance – The balance of the price of your trip must be paid at least 8 weeks before departure. If the balance is not paid in time, we reserve the right to cancel your trip, return the deposit and apply the cancellation charges set out below. For bookings made within eight weeks of departure, you will be required to pay the full cost of your trip at the time of your booking.
4. Alteration by you – in the event of you wishing to alter the details of a confirmed booking, you will be charged an amendment fee of £50 in addition to the increase, if any, in the cost of the revised arrangements. Where an alteration is made within eight weeks of departure, we will treat such an alteration as a cancellation of the original booking. Any cost incurred by us will be passed on and may be as high as 100% of the cost of the trip. All amendments must be made in writing and sent recorded delivery.
No refund will be made for unused accommodation or services due to voluntary variation of a trip.
5. Cancellation by you - You may cancel your trip at any time providing that the cancellation is made in writing and sent by recorded delivery. Should you wish it, we will attempt to make a new trip booking for you to suit, however, should this not be possible we would retain the deposit and in addition may apply cancellation charges up to the max below:

Period before departure.	Amount of cancellation charge.
56 days or more	Deposit only.
29 – 55 days	50% of holiday cost
8 – 28 days	90%
7 days	100%

Taxes, flights and insurance premiums are non refundable in any case. Your attention is drawn to our specially arranged trip insurance. If cancellation is caused by illness or certain unavoidable causes, the policy may apply.

6. Travel Insurance. – It is a requirement, when booking your trip, that you accept our special travel insurance or alternatively you must demonstrate at the time of booking that you hold a policy yourself providing equal or greater cover. Any alternative insurance must also offer a 24 hour emergency telephone and repatriation service. In the event of an emergency, should you not have adequate insurance cover, although we will offer all reasonable assistance, it must be understood that *you will be responsible for any costs involved* as a result of your failure to take out adequate cover. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check alternative insurance policies.
7. Alteration by Us – We plan your arrangements in advance and although it is unlikely that we will have to make any changes to confirmed arrangements, it does occasionally happen. Most changes are of a minor nature and we will advise you at the earliest possible date. If a major change occurs, we shall inform you as soon as is possible. A major change is one that we make to your before departure that includes changing your airport, or time of your departure or return by more than twelve hours. In such cases, you have the choice of either accepting the revised arrangements as notified to you or cancelling your trip with full refund of money.

For all these alternatives we will pay compensation on the scale shown below (plus full refund of all money paid if you choose to cancel).

Period before date of departure that notification is given.

Within 2 weeks – compensation £40.00

Within 4 weeks – compensation £30.00

Within 6 weeks – compensation £20.00

Within 8 weeks – compensation £10.00

More than 8 weeks – Nil

Important note: Compensation will not be payable if we are forced to cancel, or in any way change your trip due to the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other events outside our control. Neither will it be payable in case of flight delay after check-in which is dealt with separately by your flight insurance.

8. Our responsibility for your trip – We accept responsibility for ensuring that all parts of your trip are supplied to you as confirmed by us on your final invoice and that services offered reach a reasonable standard. If any such part is not provided, we will pay you an appropriate compensation if this has affected the enjoyment of your trip (see important note above). We have taken all reasonable and proper care to ensure that proper arrangements have been made for all our trips and that the suppliers of any

services provided to you as part of your trip are efficient, safe and reputable and comply with the local and National Law and regulation of the country in which they provide those services. However, we do not have direct control over the provision of services to clients by suppliers and we cannot be held responsible or liable for injury or death or illness caused to clients unless through negligence of our employees. Nothing in condition 8 shall apply to anything arising during or out of carriage by air, sea or land will be subject to the condition of carriage of the carrier operating these services. In respect of carriage by air, sea or land and the provision of accommodation our liability in all cases will be limited to the manner provided by the relevant international convention. Copies of which may be available on request.

9. Your responsibility to us – It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transport. If you miss a flight or other transportation we will try to arrange alternative transportation, but we reserve the right to recover from you any costs we incur in making such arrangements. Payment may be required from you prior to boarding
10. Brochure Description – The brochure contains statements representing our honest belief that the facts shown are correct. Every reasonable effort has been made to describe as fully and honestly the accommodation and services and every reasonable attempt will be made to supply what has been described. All bookings are made and accepted on the basis of the descriptions contained in the brochure. We cannot guarantee the accuracy of any other brochure or leaflet which is not published by us but may be supplied as an additional service to the client.
11. Complaints and Arbitration – In the unlikely event of a problem occurring during your holiday, it must be relayed to our local agent. This will give them the opportunity to remedy the problem. If the problem cannot be resolved with their assistance you should without delay notify us at our office in Altrincham, Cheshire. Reasonable telephone and fax costs will be reimbursed by ourselves. If the problem cannot be completely solved at your resort, you must write to us within 28 days of your return giving full details of our complaint. If you do not follow this simple procedure it could affect your right to claim against us.

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer agrees) be referred to arbitration under a Special Scheme, which, though devised by arrangement with the Association of Bonded Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents and restricted liability on the customer in the event of costs. The scheme does not apply to claims for an amount greater than £5000 per person. There is also a limit of £15,000 per booking form, neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per claim in respect of his element. The applications for arbitration and Statement of Claim, must be received by the Chartered Arbitrators within nine months of the date of return from the holiday. Outside this time limit the Scheme may still apply if the company agrees.
12. Indemnity – When you book a trip with us, you accept responsibility for the proper conduct of yourself whilst on that trip. We reserve the right to terminate your trip due to misconduct i.e. actions which cause damage to the accommodation in which you are staying or cause a delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including costs) made against us by, or on behalf of, the owners of such accommodation or the operator of such flights or other methods of transportation .
13. Passports & Visas and Health Requirements – To visit the Ukraine, you must be in possession of a current valid passport that expires no sooner than six months after YOUR RETURN to the UK. A full British passport presently takes 4/6 weeks to obtain. If you are not a British citizen or if you hold a non-British passport you must check passport and visa requirements with the Embassy or Consulate of the countries through which you are intending to travel. Information on health is contained in the Department of Health leaflet available from most post offices. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure and all costs incurred in obtaining these items must be paid by you.
14. Travel Advice – The Foreign & Commonwealth office may have issued information about your trip destination and you are advised to check this information of BBC Ceefax page 470 onwards or on the Internet under the address www.fco.gov.uk. Alternatively you can contact ABTA Information Department on 0891 202520 (calls charged at 50p per minute).
15. Data Protection – In order to process your booking and to ensure that your travel arrangements run smoothly, we need to use the information you provide such as name, address, telephone contact number. We must pass the information on to the relevant supplier of your travel arrangements etc. The information may also be provided to security companies, public authorities such as customs/immigration if required by them, or as required by law. You are entitled to a copy of your information held and if you would like to see this please contact us. We will make a small charge for providing this to you. We will hold your details, where collected by us and may use it to inform you or offers in the future or to send your brochures. If you do not wish to receive such information in the future, please let us know in writing.

16. Jurisdiction – This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.
17. You should note that you are visiting countries that have a different culture base and communication systems that are unlike the UK. You should realise that this means that things do not always happen as predicted, standards are different and you have to look at things differently to succeed in your quest. Whilst we try to ensure that all requirements are met, we are subject to localised conditions that we have no control over. The rule is, go with the flow.
18. Please note that your quote is only a guide and it is impossible to give a fixed price because of variations in price from the quote date to the booking date, especially in relation to flights and rates of exchange. Any extra must be paid before your trip. You may also have a refund if the prices are found to be cheaper on booking. These will be carried forward for you and final adjustment will take place on your return. You may incur extra cost whilst you are on your trip and when you return, these extras will be invoiced to you, and these are due immediately.