

BOOKING CONDITIONS

1 Booking:

A signed booking form and a non-refundable deposit payment of £200.00 per person is required at the time of booking. On receipt of the booking form, a confirmation invoice will be forwarded to you (or your travel agent). Your contract is with Indus Tours & Travel Ltd. A contract exists between us on receipt of your signed booking form and our acceptance of deposit payment. If a particular flight or hotel is not available we will offer a suitable alternative. If the alternative offered by us is not of an acceptable standard, we will return the deposit and no booking will arise.

2 Payment:

Payment for the holiday is due 8 weeks before departure. If the payment is not received by the due date we may treat the booking as cancelled. We will retain your deposit. If you have booked your holiday within 8 weeks of the date of departure, the total cost of the holiday will be payable at the time of booking. Very occasionally certain hotels or airlines may require a full payment to confirm their services. In such rare cases we will notify you and ask for a payment for these. If the booking is made through a travel agent, any monies held by the agent are held by the agent for Indus Tours & Travel Ltd. until the date the agent pays the money to Indus Tours & Travel Ltd.

3 Changes or cancellation of your holiday:

It is unlikely that we will have to make any changes to your holiday arrangements, but as we plan the arrangements many months in advance, occasionally, we may have to make changes and reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right to cancel your holiday arrangements. For example, if the minimum number of clients required for a particular group tour is not reached. However, we will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as detailed below.

Please note that Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Period before departure

More than 56 days	Nil
28 -56 days	£20.00
14 - 27 days	£30.00
0-13 days	£50.00

IF WE CANCEL YOUR HOLIDAY

Amount you will receive from us

More than 56 days	Deposit only
28 - 56 days	100% of all monies received +£50.00
14 - 27 days	100% of all monies received +£100.00
0 -13 days	100% of all monies received +£150.00

IF YOU CANCEL YOUR HOLIDAY

Amount of cancellation charge

More than 56 days	Deposit only
28 -56 days	65% of holiday cost
14 -27 days	75% of holiday cost
0 – 13 days	100% of holiday cost

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions. If you wish to amend a booked holiday, an amendment fee of £25.00 will apply for each amendment. Any additional costs incurred for amendment of arrangements will also be payable.

4 Your Holiday Price:

All prices quoted for holidays / travel arrangements are in pounds sterling. The price of your holiday was calculated using exchange rates quoted in the Financial Times Guide To World Currencies on 30th November 2007. The price of your travel arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any taxes or levies implemented by the Government and currency changes in relation to an exchange rate variation. No reduction will be made for the published holiday prices if the pound sterling improves in value against foreign currencies. In the case of any small price increase, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any amendment charges. In return for this commitment, we are unable to make any refunds or reduce any other costs should the value of the pound increase against the currencies used. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Whether you cancel or not you will also be entitled to accept an offer of alternative travel arrangements from us. 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 Tour Price Includes:

1. International and internal flights in economy class.
2. Airport taxes in UK and Egypt.
3. Accommodation with en-suite facilities.
4. All transfers by a private chauffeur driven car (coach transport for group tours) in Egypt.
5. Sightseeing tours, excursions and game viewing as specified.
6. Meals as specified.
7. Services of qualified driver/guides, naturalists, local representatives & tour managers.
8. Entrance fees to monuments & temples.
9. Train journeys and other internal transfers as specified.
10. Porterage at railway stations and airports.

6 Tour Price Excludes:

1. Visa fees for Egypt (Currently £18).
2. Travel Insurance. Please contact us for a quote on Travel Insurance.
3. Meals not specified.
4. Expenses of personal nature such as beverages, telephone calls, laundry, gratuities etc.
5. Video and camera fees at monuments.
6. Transfers in UK (Please contact us if you need assistance in arranging transfers, overnight accommodation and parking).

7 Complaints & Arbitration:

If you have a complaint on any of the services provided by us within the terms of the contract, initially inform our representative, who will do all possible to resolve the problem. Should the complaint be of a serious nature please contact our local Associate Office (address will be on service voucher). If the problem is still not resolved please contact us on 0208 901 7320. Any expenses incurred on telephone / facsimile or telex from overseas will be refunded against production of the receipt of such charges. If the complaint is still not resolved then write to us within 28 days of your return to the United Kingdom.

We shall investigate your complaint and forward a detailed reply. Investigation may require obtaining reports from the destination and it might take time before we get back to you.

If an amicable settlement is not reached between you and Indus Tours & Travel Ltd., you may wish to refer the case to arbitration under a special scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

The Scheme does not apply to claims for an amount greater than £5,000 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 person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

8 Liability:

- (i) Indus Tours & Travel Ltd. will do their best to make sure your tour arrangements are of appropriate standard. All descriptions, information & opinions are given by Indus in good faith based upon the latest information available to us. Please note that the appropriate standards will be those prevalent in your destination, which may not be the same as Western standards.
- (ii) Indus Tours & Travel Ltd. accepts liability if any part of the tour is not provided as described in the tour itinerary / tour brochures in which case a refund will be made.
- (iii) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our office.

Personal Injury Unconnected With Your Booked Travel Arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance.

9 Jurisdiction:

The holiday contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English courts.

10 Validity:

Prices given on this website are valid until 30 April 2008. For dates after this please ask for a quotation.

11 Financial Security:

Your contract is with Indus Tours & Travel Ltd, a member of ABTA, the Association of British Travel Agents. Indus has a financial bonding with the CAA, the Civil Aviation Authority, under an ATOL licence – Air Travel Organisers Licence – for holidays where International flights are included, with further financial bonding with ABTA for holidays excluding International flights i.e. ground arrangements only. Our ATOL number is 4586 and ABTA number is W5420.



12 Data Protection

In order to ensure booking and travel arrangements run smoothly in accordance with your requirements, we need to use the information you provide and pass this on to our ground-handling agents.

We must pass the information on to relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as police/customs/immigration if required by them, or as required by law.

This information may include your name, address, age and any special needs/disabilities/dietary requirements etc.

Once your information is passed on to the relevant supplier (of your travel arrangements), the use of the information will be subject to their own data protection policy.

You should be aware that as your holiday is outside the European Economic Area, controls on data protection in the destination you are visiting might not be as strong as the legal requirements in this country.

Where you provide us with sensitive information such as details of any disabilities or dietary/religious requirements, in making this booking, you consent to this information being passed on to the relevant suppliers of your travel arrangements. If we cannot pass this information on to these persons, it may not be possible to provide you the required service.

We will not pass any information provided onto any person, who is not responsible for part of your travel arrangements.