



Diamond Sky Holidays

Holiday differently

Booking Conditions

1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept and do accept the terms of these booking conditions on behalf of your party. As soon as we accept your deposit or payment and issue our confirmation invoice, a contract exists between us. These booking conditions along with other information in this web site set out the terms and conditions of the contract between us. We reserve the right to refuse any booking.

Conditions: No variations to these conditions shall be valid unless agreed by us in writing. Diamond Sky Holidays is a trading name of Diamond Sky Travel Ltd, (administrative offices: 16 Whitemoor Drive, Shirley, Solihull, B90 4UL) and are members of TTA Nr: Q531X. It is agreed by all parties that this contract is deemed to have been made at our administrative offices and that disputes arising from the contract will be heard in the English courts, unless the customer chooses Scotland or Northern Ireland.

2. Your financial protection

We provide full financial protection for our package holidays, by way of our Travel Trust Association TTA number Q531X (please see here <http://www.diamondskyholidays.com/faqs#>)

4. Your holiday price

(i) We reserve the right to alter the prices of any of the holidays shown in our Website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. Please note: Not always our web site prices include transfers, on our website you have to select your transfers during the booking process to include them in your package.

(ii) To confirm your holiday you will be required to pay the appropriate deposit and any other applicable supplements due at the time of booking. For example when we need to pay a vessels or a hotel in advance. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. Full payment is required for all bookings made no later than 12 weeks of departure. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements and retain your deposit. Please note that all payments made by visa or mastercard,

will be subject to a 2% surcharge. American Express is subject to a 4% surcharge. All monies you pay to the travel agent are held by them on our behalf at all times.

(iii) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes, embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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. If you change your booking

Once your booking has been confirmed, if you wish to change your travel arrangements, where it is possible for us to do so. If we can make the required alteration e.g to departure airport, date or duration there will be an administration charge which we will advise you of prior to the amendment being confirmed. You should be aware that such charges may increase significantly as you get closer to your departure date so it is best to contact us as soon as possible. No charge will be made, however, for amendments which involve solely the addition of car hire, insurance or additional arrangements if extra clients are travelling on the same holiday. All amendments must be notified to us in writing by the person who made the booking or your travel agent. If the number of persons booked changes, the holiday price will be recalculated on the basis of the new party size.

6. If you cancel your travel arrangements

You may cancel your travel arrangements at any time. If you have to cancel your booking once it has been accepted by us, written notification must be sent to us by the person who made the booking or your travel agent on your behalf by email or recorded delivery post and charges will be applied from the date the letter is received according to the scale below. The charges are applied as a percentage of the holiday cost excluding amendment charges and insurance premiums which are non-refundable in the event of cancellation.

More than 84 days: Loss of deposit (minimum £250 per person)

57 - 83 days: 30% or your deposit if greater

46 - 56 days: 50% or your deposit if greater

22 - 45 days: 70% of holiday cost

15 - 21 days: 90% of holiday cost

Less than 14 days: 100% of holiday cost

IMPORTANT; It is a condition of booking that you take the holiday insurance we recommend or arrange insurance for your party with comparable or better cover. Diamond Sky Travel Ltd, is an appointed representative of Cover-More Insurance Services Ltd which is authorised and regulated by the Financial Services Authority FSA no: 312172. If you have taken out holiday insurance you may be able to recover the cancellation charges or any other losses, please check your policy for details.

IMPORTANT; Some travel arrangements (e.g. contracted charter airlines flight tickets or flight tickets purchased from certain airlines and certain hotel bookings or holiday extras) may not be refundable or transferable after a reservation has been made. An alteration or cancellation request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangement. Please also note that any additional items such as in-flight meals; pre booked & extra legroom seats; extra luggage allowance and any visas acquired are non-refundable.

7. If we change or cancel your travel arrangements

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we 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 in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 12 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 set out below except where the cancellation arises due to reasons of force majeure:

More than 84 days: Nil

43 - 83 days: £5

29 - 42 days: £10

15 - 28 days: £15

0 - 14 days: £20

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We will do this at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. 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, changes of airport between Gatwick, Heathrow, Luton and Stansted. 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:

More than 84 days Nil

43 - 83 days £5

29 - 42 days £10

15 - 28 days £15

0 - 14 days £20

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Advance registration. At the time of booking it may not be possible to confirm flight details, due to airline schedules not being finalised. Should this be the case, you will be informed at the time of booking and on your confirmation invoice. The deposit paid will confirm your accommodation only. If your chosen flights are not confirmed or a suitable alternative offered, a full refund of any money received by us will be given.

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.

8. If you have a complaint

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, epidemics and pandemics, unavoidable technical problems with transport.

9. Our liability to you

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/ or in an identical manner to :

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/ or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. Complaints against airlines should be lodged by calling the CAA's Consumer Advice line on 0207 7453 6888

10. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passport, visa and immigration requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Non British passport holders must refer to the embassy of the country they wish to visit to establish what (if any) visas they require. We recommend that you check passport and visa entry requirements before booking your holiday.

12. Force Majeure

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, epidemics and pandemics, unavoidable technical problems with transport.

13. Your responsibility

Check-in for both outward and return flights is at least 2 hours prior to the departure times shown on the travel documents. The company can accept no responsibility for clients who arrive late for the check in and miss their flight as a result, nor can we accept responsibility for any loss by you of your holiday/ flight travel tickets, vouchers or coupons.

If you have booked flight-only, it is very important that you reconfirm your return flight at least 48 hours before departure. The company can accept no responsibility for clients who fail to meet this requirement and as a result miss their return transfer/flight due to a time change or similar circumstances.

All clients undertake to behave with propriety and in such a manner as in no way to cause or be likely to cause damage, distress, danger or annoyance to other clients, property and/or any third party. Please note that we reserve the right to terminate without notice the holiday arrangements of any client who, in our absolute discretion, behaves in a way which is disruptive and affects the enjoyment of other holidaymakers, or in a way which threatens to cause or does cause distress, annoyance, damage, or danger to Diamond Sky staff, customers or to our suppliers. In the event of such termination no compensation will be paid and the client will be liable for any costs incurred as a result of their behaviour or of the termination of this contract. Airlines have the right to refuse to carry, at the absolute discretion of the captain, any passenger who they feel for whatever reason may be disruptive to fellow passengers or airline staff.

14. Flight delays

If there is a significant flight delay, the airline should provide you with refreshments according to the time of day. Travel insurance does offer cover against extensive delays - and it is a condition of booking that you purchase such cover.

15. This Web site

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note, in accordance with Air Navigation Orders, to qualify for infant status a child must be under 2 years of age on the date of its return flight. We have taken every care to ensure the information in the website is correct at the time of publication. However, subsequently minor alterations may arise. In such cases (and if we are forewarned) we will make every effort to advise you as soon as reasonably possible. This website was published in

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