

booking form

Reservation Booking No. (for provisional telephone bookings)

Please complete this form using block capitals and return it to: **Chez Cherie, 1401 Foothill Blvd, La Canada, CA 91011 USA**, together with your deposit, and insurance premium if applicable.

1. HOLIDAY DETAILS

Trip title **SICILY 24th Oct – 1st Nov 2009-04-29** Trip code _____

Departure date _____ Return date _____

Hotel

Hotel name _____ (where a holiday offers a choice of accommodation)

State the number of rooms required where appropriate:

Twin/double bedded Double for single use Single

Additional info/special requests/extra nights (not guaranteed and subject to availability)

2. PERSONAL DETAILS

 List all members of your party to travel

Travellers' names

Title	First name	All initials	Surname
1			
2			
3			
4			

Passport details

 Please give details in the same order as above. For emergency use only.

Date of birth	Nationality	Passport number	Expiry date
1			
2			
3			
4			

Are you aware that if you hold a non-European passport you may have to apply for a visa? please tick if applicable

Do the travellers have any medical condition or take any medication of which we should have knowledge? Please give details.

Correspondence address

Postcode _____

Tel: Daytime _____ Home _____

Fax _____ Email _____

3. INSURANCE

When travelling with Tastes of Italy Ltd. you must have travel insurance which covers medical expenses and repatriation. Insurance taken out at the time of booking will give immediate protection for the deposit paid.

Is travel insurance required? (tick if yes) If you do not take out insurance you agree to indemnify Tastes of Italy against all costs, losses and liabilities that would have been covered by insurance.

The following details must be completed in order that we can accept your booking. Holidays cannot be confirmed by us without this information.

Who are your insurers? _____

What is their Emergency Service Telephone Number? _____

4. JOINING THE TOUR

Please note that no travel arrangements for joining the tour are included. It is your responsibility to make satisfactory arrangements to join the tour at its scheduled start point. As retail agents for ATOL holders we are happy to arrange your flights. Flights arranged with us will be billed separately and are subject to the ATOL holder's conditions. Independent travel arrangements should not be confirmed or paid for until your holiday has been confirmed by us.

I/we would like assistance with flights please tick as appropriateI/we will make independent travel arrangements

5. PAYMENT

A deposit of \$400 per person is payable at the time of booking or full payment if booking within 8 weeks of departure.

I enclose \$400 per person as my/our deposit TOTAL \$ _____
(or full payment if within 8 weeks of departure)

TOTAL ENCLOSED \$ _____

All cheques to be made payable to Tastes of Italy Client Trust Account. If you wish to pay by Visa Debit card, or to make a payment by credit card on Visa or Mastercard, please give details below. Please note that credit card payments incur a 2% surcharge. Credit card payments will be processed in Pounds sterling (£) at the exchange rate prevailing at the time of transaction.

Please indicate if payment is by: VISA DEBIT CARD / VISA / MASTERCARD

Card Number: _____ / _____ / _____ / _____

'Valid from' date: _____ / _____ Expiry date: _____ / _____

Card Security Code (last 3 digits on signature strip): _____

Name on card: _____

Signature: _____

Statement address (if different from correspondence address): _____

6. DECLARATION

I understand that the information I give Tastes of Italy Ltd and Chez Cherie in relation to my booking may be processed for the purpose of arranging my holiday and matters arising from my holiday. By signing this booking form I consent to such processing and transfer. I understand and accept on behalf of all persons listed: the brochure, Important Information, Booking Conditions and Insurance Information.

Signature _____ Date _____

The lead name responsible for the booking should sign above and return the form enclosing the relevant deposit(s).

On receipt of this completed Booking Form a confirmation invoice will be sent.

7. EMERGENCY CONTACT DETAILS

 important for single travellers

In case of an emergency please advise us of a contact/next of kin

Name _____ (if a relative, state which)

Address _____

Postcode/Zip code _____ Telephone _____

8. FURTHER INTEREST

If you have friends who you think would like to receive information on this or other trips, please give their details.

Name _____

Address _____

Postcode _____

Tastes OF ITALYChez Cherie

Tastes of Italy Limited, 9 Lydden Road, London, SW18 4LT, England

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Registered Office: High Park Farm, Kirkbymoorside, York YO62 7HS. Reg. in England 4105174

Bookings with us are on the following terms and conditions. They are a necessary safeguard for you and for us and form part of the contract between us. Please take the time to read these carefully.

The words 'you' and 'your' refer to any person on the booking form or anyone added to the booking. 'Tastes of Italy', 'we' and 'us' refer to the tour operator providing the holiday, namely Tastes of Italy Limited, registered in England No. 4105174.

1. TO MAKE A BOOKING

We ask you to call Chez Cherie on 818-952-7217. Following your reservation by phone we can hold it for you for 7 days. You must within this period complete and return the booking form to us together with your payment for the deposit, and any insurance premiums. Please note that telephone reservations can only be held for 7 days.

Cheques should be made payable to *TASTES OF ITALY LTD.* On receipt of your booking form and deposit, a confirmation invoice of your booking will be sent to you. The balance is due not less than 8 weeks before your departure. If you do not pay within this time we may cancel your booking and charge cancellation charges as stated below. If you book within 8 weeks of departure you must pay for your holiday in full. No contract will exist between us until we have sent out the confirmation invoice. We reserve the right to refuse a booking without any reason.

2. PROTECTION OF MONIES

In accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992, which can be inspected at our premises, Tastes of Italy Ltd. protects all payments (except insurance premiums) in a Trust Account. In the unlikely event of the insolvency of Tastes of Italy, this means your payments to us are protected. All monies are held in trust until the completion of your holiday or the end of our services to you, which will be specified on our confirmatory booking invoice.

3. TRAVEL ARRANGEMENTS

All holidays operated by us begin from the place of commencement in Italy as specified in the relevant brochure. Please note that **FLIGHTS ARE NOT INCLUDED IN THE PRICE OF THE HOLIDAY** and it is your responsibility to ensure that you have made satisfactory arrangements to join the tour at its scheduled start point, as we cannot compensate you for losses incurred through your failure to do so. We are happy however to recommend ATOL bonded flight providers who will hold flights for you without payment until your holiday has been confirmed by us. It is important when booking your arrangements to join the tour **NOT TO CONFIRM OR PAY** for your flights (or other transport) until your holiday has been confirmed. You must be in possession of tickets valid for travel to and from Italy before your holiday begins.

4. INSURANCE

It is a condition of your booking with us that you are insured against medical and personal accident, to include medical repatriation if necessary and delay at points of departure for your outward or homeward travel.

5. CANCELLATION OR SIGNIFICANT ALTERATIONS TO THE HOLIDAY BY US

Minimum numbers

All holidays operate subject to a **minimum number** of participants. If this number is not achieved, we will notify you of cancellation no later than 6 weeks before departure

Changes to your holiday

All information printed in our relevant brochures is correct at the time of going to press. It is possible that from time to time changes to your holiday may have to be made, as arrangements are made many months in advance. We reserve the right to do this at any time. We will let you know any important changes at the time that you book your holiday. If you have already booked, we will let you know as soon as we can if there is time before your departure. Please bear in mind that certain facilities, including optional excursions may be withdrawn or altered due to lack of demand, weather conditions, essential maintenance work or other circumstances beyond our control. Most changes are minor but occasionally significant alterations may have to be made.

What you are entitled to

If we do make a **significant** alteration or cancel your holiday after you book but **before your departure** (other than as a result of any fault on your part) you will have the following choices:

- In the case of alteration, to accept this with any amendment which we may make to the price; or
- To take a substitute holiday with us if we are able to offer one. The price of the substitute holiday may be more or less expensive than that originally booked and the price will be adjusted accordingly. If it is less expensive than that originally booked we will refund you the difference between the two or give you a discount of the difference, as appropriate, depending on whether you have already paid the full price; or
- To accept a full refund of all monies you have paid and (in case of alteration) cancel your booking. You must let us know your choice as soon as possible.

In the event of significant alteration or cancellation by us we may additionally compensate you, where appropriate, as shown below but will not do so if:

- the cancellation is as a result of the minimum number not being reached for the holiday to take place; or
- the cancellation is a result of unusual and unforeseeable circumstances beyond our control, the consequences of which could not be avoided even if all due care had been exercised.

Period before the holiday is due to begin when we notify you of change or cancellation	Compensation per person
More than 42 days	Nil
42 - 29 days	\$40
28 - 15 days	\$60
14 days or less	\$80

Although we reserve the right to cancel your holiday in any circumstances, our policy is not to do so less than 42 days before it is due to begin except due to circumstances outside our control or through your failure to pay the final balance due on your holiday. We regret that in the event of cancellation or significant alterations we cannot compensate you for expenses, costs or losses incurred by you as a result of cancellation or alteration, which are not included in the holiday services contracted with us.

In the event of significant alteration **after your departure**, we will make suitable arrangements for the continuation of services at no extra cost to you, and compensate you for the difference between the services contracted for and those supplied. If it is impossible to make arrangements for the continuation of your holiday, or you do not accept the new arrangements with good reason, where appropriate we will provide you with transport back to the place of commencement of your holiday in Italy and, where appropriate, pay you compensation (subject to 8. below).

6. CANCELLATION BY YOU

If anyone named on your booking form has to cancel for any reason, you must write telling us immediately. The cancellation will take effect on the date we receive your letter. To ensure we get the letter, please send it by recorded delivery. In return we will send you a letter confirming your cancellation.

The following cancellation fees will apply. They are based on a percentage of the total cost of your holiday not including your insurance premium:

Number of days before your holiday that we receive your letter of cancellation	Cancellation charge per person
More than 42 days	Loss of deposit
42 - 29 days	50%
28 - 15 days	75%
14 days or less	100%

If you cancel your holiday for reasons covered by your travel insurance, on presentation of our letter confirming your cancellation and proof of your reason for cancellation you may be able to receive a refund of the cancellation charges you incur, less any excess that the insurance policy requires you pay.

Transfer of your booking

If for any reason you should be unable to travel, we will be happy to transfer your booking to any person of your choice so long as they satisfy our booking conditions and any other requirements that apply to taking the holiday. The arrangements must remain exactly the same and you must let us know who you would like to go in your place in writing at least 21 days before the start of the holiday. In this event there will be an amendment charge of £35 per person which you are responsible for. Please note that both you and the person who is replacing you will be liable for the payment of any balance outstanding on the price of the holiday and the amendment fee.

7. PRICING AND SURCHARGE POLICY

The prices in our brochures may go up or down. If before you book prices or details have changed since printing, we will inform you of any changes we are aware of. Surcharges on the price are unlikely and will only be passed on to you if the cost of providing your holiday increases as a result of the following: the levy of new taxes, duties or fees or an increase in existing duties, taxes or fees, transportation costs including fuel, or unfavourable exchange rates. In any case we will absorb any increase of an amount equivalent to 2% of the price of your holiday (excluding insurance premiums) and if the surcharge amounts to more than 10%, you will be entitled to cancel your holiday with a full refund except for any insurance premium. Any such cancellation must be notified in writing within 10 days of the surcharge invoice date. We guarantee however not to make any surcharge within 30 days before your holiday begins.

8. IF YOU HAVE A COMPLAINT

If you have a complaint about our services on your holiday you must tell the tour host, or contact our office, so that we may rectify the situation quickly. You should also report it to the provider of the service. Please note we cannot be liable for any complaints or problems where you fail to bring the matter to our attention on your holiday. If your complaint cannot be resolved, we will ask you to make a report. You should contact us in writing within 28 days of the end of your holiday quoting your booking reference number so that we can properly investigate and deal with your complaint. Our contract with you is governed by English law and all disputes are subject to the exclusive jurisdiction of the English courts.

9. OUR LIABILITY TO YOU

We and our suppliers

We will arrange for you to have the services that make up your holiday and that we confirm. These services will be provided either by us or by independent suppliers contracted to us.

We have taken all reasonable care to ensure that our suppliers are safe and reputable and comply with applicable Italian laws and regulations. Please note, however, that standards in Italy will be used to judge whether the services in question were properly provided by a supplier. This will be the case even if the standards that would have applied for the services in the UK are different.

Compensation

If we or any of our suppliers fails to perform or improperly performs any obligation regarding your contracted holiday we will pay reasonable compensation to you, subject to the limits stated below. Compensation will **NOT** be paid if the failure or improper performance is not due to any fault on our part or on the part of our suppliers, because it is attributable to:

- your own fault; or
- a third party unconnected with the provision of the services contracted and is unforeseeable or unavoidable; or
- unusual and unforeseeable circumstances beyond our control which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers could not foresee or forestall, even with all due care.

Limitation of our liability

For all claims other than death or personal injury arising from failure to perform or improper performance by us or a supplier of contracted services our liability to each claimant will be limited to twice the cost of the holiday excluding insurance premiums. In all cases our liability in respect of any services is limited in accordance with the provisions of any relevant International Conventions.

10. UNREASONABLE CONDUCT

In the extremely unlikely event of unreasonable conduct by you likely to cause damage, danger or serious disturbance to other clients, employees, property or any third party we reserve the right to terminate the provision of services contracted to you. In the event of our terminating the contract for these reasons, full cancellation charges will apply and we will be under no obligation to refund or compensate you for any loss you may incur.

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