

Terms & Conditions

Please read the following conditions carefully. All pilgrimages and holidays are sold by us subject to these conditions and the other general information in this booklet, our brochures and quotations.

Aglow Travel Ltd are members of the Travel Trust Association. Aglow Travel Ltd (hereafter referred to as 'we', 'us', 'our') offers a number of products and the trading names we use are 'Aglow Pilgrimages' 'Cast' 'Ultimate Christian Holiday'. The following Terms and Conditions and where your holiday is booked via our website, in person or over the phone, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Aglow Travel Limited ("we" or "us"). Please read carefully as they set out our respective rights and obligations. In these booking conditions, references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

1. Paying for your pilgrimage or holiday

(i) All bookings are subject to these terms and conditions and by asking us to confirm your booking, and by paying a deposit, the person who makes the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking. Once we have received the applicable payment(s) due at the time of booking (see below), we will, subject to availability of the requested arrangements, send you your invoice. It is at the point when we issue this to you that a valid contract will come into existence between us. Please check your confirmation/invoice and all tickets/documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

(ii) The deposit is part payment of the pilgrimage or holiday. The deposit required will be shown on the quotation page of your itinerary. In addition to the deposit, full or part payment of certain elements of your pilgrimage or holiday (such as flights) may be required at the time booking or at some point between booking and balance due date. Also see clause 1 (iv). The deposit and all such additional payments are non-refundable except as set out in clause 4. The balance must be paid not later than the date specified on the invoice. This is normally no less than 8 weeks before the departure date. However, there are a few destinations or trip components that require payment no less than 90 days before the departure date which will be specified on your invoice and quotation. Please note if we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all amounts paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 3 depending on the date we reasonably treat your booking as cancelled.

(iii) Full payment is required at the time of booking for all bookings made after balance due date as above.

(iv) On occasions, we may be asked by suppliers to make payment to them earlier than normal. Such requests may, for example, be made in order to secure accommodation and other services during periods of peak demand. Whilst suppliers may have no contractual right to make such requests, failure to comply with them may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make payment of the requested sum within a stipulated period and prior to balance due date. We will of course endeavour to avoid doing so if we can. Any such early payment will be non-refundable except as set out in clause 4.

(v) If you are booking your pilgrimage or holiday through one of our authorised travel agents the balance must be paid to the agent two weeks prior to the applicable balance due date as specified on the invoice and quotation. All payments made to one of our authorised travel agents for the arrangements we have contracted to provide will be held by them on our behalf. If you book your pilgrimage or holiday through a travel agent who is not a member of ABTA, all payments must be made to us directly and not your travel agent.

2. If you change your pilgrimage or holiday

If, after the contract between us has come into existence, you want to change your pilgrimage or holiday we will do our best to pass your request to the relevant supplier, however we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers, and including for example cancellation charges that may be incurred for sectors cancelled. You should note, for example, that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation charge and full rebooking fee.

3. If you cancel your pilgrimage or holiday

If you have to cancel part of the booking or cancel the entire booking once it has been confirmed by us, written notification must be sent to us by recorded delivery post or by email. As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from Aglow Travel Ltd. Charges will be applied from the date the letter is received, or the email is acknowledged by Aglow Travel Ltd, according to the scale below. The charges are applied as a percentage of the total pilgrimage or holiday cost excluding any amendment charges and any amounts paid in addition to the deposit at the time of booking or before balance due date (see clauses 1(ii) and 1(iv)) which are non-refundable in the event of cancellation.

The following cancellation charges apply if your final balance due date is 8 weeks prior to departure. Please note, different cancellation charges apply in relation to certain products – please see your quote for details.

Period before departure date within which written notification is received at our offices.	Cancellation Charge Per Person
Up to balance due date	Deposit only
Balance due date-43 days	30%
42-29 days	60%
28-3 days	90%
Within 2 days	100%

Alterations or cancellations by you after commencement of travel and unused services. We will do our best to implement any changes to your arrangements you request once they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a tour. However where we ourselves are able to obtain a refund from hotels or principals for services not used, we will pass this on to you, less any reasonable administration charges.

4. If we change your pilgrimage or holiday

We start planning the pilgrimages we offer many months in advance. Occasionally, we have to make changes to and correct errors in itineraries and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after balance due date where you have failed to comply with any

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requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of 'force majeure' as defined in clause 5 below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a 'significant change'. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your pilgrimage or holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away*, a change of accommodation area for the whole or a major part of the time you are away, a change of UK outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure airport to one which is more inconvenient for you (except as between Gatwick and Heathrow).

*Please note: A change affecting a stay in a hotel during a pilgrimage where the hotel itself is not the focus of the tour, does not constitute a significant change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative pilgrimage or holiday from us, of a similar standard to that originally booked if available. Please note: Due to the original and individual nature of our holidays it frequently may not be possible to offer you a comparable pilgrimage or holiday to that originally booked.
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

You must advise us of your decision within 7 days of the date on which we notified you of the significant change or cancellation. Please note, the above options are not available where any change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed pilgrimage or holiday.

If we have to make a significant change or cancellation we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your pilgrimage or holiday has not been reached - in this case we will notify you no less than 60 days before departure. Please note: all escorted group trips are based on group arrangements involving a given minimum number of passengers. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Period of notification of change before scheduled departure date	Compensation per person
More than 60 days	Nil
60-43 days	£10
42-29 days	£20
28-15 days	£30
14-0 days	£40

5. Force majeure

Except as set out in these terms and conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage (as more fully described in clause 7 (i) below) as a result of circumstances amounting to 'force majeure'. In these terms and conditions 'force majeure' means any event or circumstances which we or the supplier of the services in question could not foresee or avoid even with all due care. Such events and circumstances may include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics/pandemics, adverse weather conditions, fire and all similar events outside our control.

6. Surcharges

Once the price of your chosen pilgrimage or holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports change.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your pilgrimage or holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 4 'If we change your pilgrimage or holiday'. 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.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another pilgrimage or holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the pilgrimage or holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

7. Our responsibility

(i) We promise to make sure that all parts of the pilgrimage or holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted pilgrimage or holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted pilgrimage or holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- (a) the fault of the person(s) affected or any member(s) of their party or



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(b) the fault of a third party not connected with the provision of your pilgrimage or holiday which we could not have predicted or avoided or
(c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 5)

(d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your pilgrimage or holiday or suffer any problems because of a reason you did not tell us about when you booked your pilgrimage or holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note: we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them as part of our contract and any excursion you purchase during your pilgrimage or holiday.

(ii) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the pilgrimage or holiday in question.

(iii) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death.

Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your pilgrimage or holiday.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £150 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see clause 7(iv) below.

(iv) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(v) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 9 below.

8. Flights and your responsibility

The flight details shown in your itinerary quotation are for guidance only and are subject to change. Final details will be confirmed on your travel documentation, sent approximately 14 days prior to departure. The times shown on all tickets are local times and check in for both outward and return flights is at least 3 hours prior to the departure times on the travel documents. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 4 will apply. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

We can accept no responsibility if you arrive late for the check in and miss your flight as a result nor can we accept responsibility for any loss by you of your pilgrimage/holiday/flight travel tickets, vouchers or coupons.

Air travel is subject to operational decisions of carriers and airports which may result in delays and diversions. Please note that minor carriers sometimes change the departure time of short-haul or domestic flights at short notice, and in some instances, schedules shown in the computers of intercontinental carriers differ from those actually flown by smaller local carriers. We advise you that it is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm.

Clients flying in economy class to long-haul destinations should be aware that flights are often full and you may not be able to get seats together. We also recommend that you check in early for a long flight, and in any case not less than 3 hours before the scheduled departure time.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules, you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk. We cannot accept liability for any delay unless it has a material effect on your pilgrimage or holiday arrangements. See clause 4.

You undertake to behave with propriety and in such a manner as in no way causes or is likely to cause distress, danger or annoyance to other clients and/or any third party or damage to property. If, in the view of ourselves, our employees, agents or suppliers, you are in breach of this clause, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you either in respect of covering any expenses, paying any compensation or refunds, or arranging for your return home.

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When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

You must ensure that all your travel documents, full passports, visas, vaccination certificates, currency and travellers cheques are in order and valid for travel. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. We are able to give general advice on these matters for British citizens holding a British passport. However, non-British citizens and non-British passport holders should check with their embassy or consulate vis-a-vis current requirements. See also our General Information section.

If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

The name on your airline tickets must be the name that appears on your full passport.

Please note that if you believe that we have stated orally that a particular facility or service should be available, but is not in the brochure or in writing from us, please make reference to it on the booking form so that we may confirm it to you when accepting your booking.

9. Complaints

Should you have any complaints about any aspect of your pilgrimage or holiday arrangements, you must inform our local representative or tour leader immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint which, if it had been reported at the time it occurred could have been resolved there and then we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong. If you experience any difficulties, contact us in the UK on our 24 hour emergency telephone service. The number will be found on your pre-departure information and with your tickets. In the unlikely event that an acceptable solution cannot be found, you should then write to us within 28 days of your return with full details of your complaint. If you fail to follow this complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. If we cannot reach an amicable solution to any dispute you do have the right to refer the dispute to the Association of Independent Tour Operators which operates an Independent Dispute Service (details on request) for resolution of the dispute by a mediator provided the claim does not involve personal accident, injury or illness.

10. The brochure and quotation

We have taken every care in ensuring that the information in the brochure and given in quotations/itineraries is correct at the time of publication. However we are sure you will appreciate that subsequently minor alterations may arise. We reserve the right to change any of the prices, services or other particulars contained in this brochure or any quotation at any time before we enter into a contract with you. If there is any change we will notify you before we enter into such contract. Where we state that additional information, a fact sheet or a dossier is available in a particular itinerary or programme, this information should be regarded as a term of the contract. The hotel classifications given on our website, in our brochures, quotations and dossiers and fact sheets are for guidance only. They are not based on any national or international classification system, they are the opinions of our staff or agents and are quite subjective. The photographs that appear in the accommodation section of your quotation are indicative only and may not be of the exact room you have been quoted for.

11. Special requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not a guarantee that the request will be met by the relevant supplier. All special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

If you have any medical problem or disability which may affect your pilgrimage or holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. You must also promptly advise us if any medical condition or disability which may affect your pilgrimage or holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

12. Prices and Brochure Accuracy

Please note, the information and prices shown on our website, in our brochures and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website, brochures, quotations and prices at the time of printing or when they are given to you, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.