# Melia Cayo Coco (4½ stars)

 Location
 Cayo Coco, Cuba

 Reference
 MEL/C4A/14/D156

 Contract Date
 16 Jun '14

Signed off by:

Currency
Booking Dates
Stay Dates
Price On Arrival
Maximum Rooms
Completed Stays
Only
Deposit

US Dollar
13 Jan '14 to 30 Apr '15
13 Jan '14 to 30 Apr '15
No
No
14 to 30 Apr '15
No
No
No
No
Yes
Only
15 Yes

		Extra Bed	A	Attribu	tes	Oc	cupano	су	Adul	ts	Max	Allow	Child A	ges	Teen A	Ages
Room Types	Meal Basis	Type	AR	DF	SR	Min	Std	Max	Min N	Иах	Children	Infants	From	То	From	То
Standard std (Unspecified View Unsp)	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0
Standard Superior Lagoon StSupLag	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0
(Unspecified View Unsp)																
3. Junior Suite Jsui (Unspecified View Unsp)	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0
4. Deluxe Lagoon Junior Suite DLagJS	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0
(Unspecified View Unsp)																
5. Deluxe Lagoon Suite DLadS (Unspecified	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0
View Unsp)																

**Room Attributes** 

AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms

### Rates

	1. Standard		2. Standard Superior Lagoon				3. Junior Suite					4. Deluxe Lagoon Junior Suite												
		2 Adults	3 Adults	1st Child	2nd Child	1st Youth		2 Adults	3 Adults	1st Child	2nd Child	1st Youth		2 Adults	3 Adults	1st Child	2nd Child	1st Youth		2 Adults	3 Adults	1st Child	2nd Child	1st Youth
Dates	1 Adult pr	pr	pr	Rate	Rate	Rate	1 Adult pr	pr	pr	Rate	Rate	Rate	1 Adult pr	pr	pr	Rate	Rate	Rate	1 Adult pr	pr	pr	Rate	Rate	Rate

	5. Deluxe Lagoon Suite											
		2 Adults	3 Adults	1st Child	2nd Child	1st Youth						
Dates	1 Adult pr	pr	pr	Rate	Rate	Rate						

1 Adult pr=One Adult per room per night, 2 Adults pr=Two Adults per room per night, 3 Adults pr=Three Adults per room per night, 1st Child Rate=First Child Rate per night, 2nd Child Rate per night, 2nd Child Rate per night, 1st Youth Rate=First Youth Rate per night

### **Contract Basis**

Room Type	Con	Contract Basis								
All	Sell	& Report								
Supplement	ts									
From Havana	Hotels - Private -	1 Way (253/vehicle 1-	2 pax)							
Room Types Type Basis	All Optional Per Person Per Supplement	<b>Date Range</b> 13 Jan '14 30 Apr '15	<b>Value</b> 290.95							
From Havana	Hotels - Private -	Round Trip (506/vehic	le 1-2 pax)							
Room Types Type Basis	All Optional Per Person Per Supplement	<b>Date Range</b> 13 Jan '14 30 Apr '15	<b>Value</b> 581.90							
From Trinidad	Hotels - Sightsee	ing - 1 Way (90pp)								
Room Types Type Basis	All Optional Per Person Per Supplement	<b>Date Range</b> 13 Jan '14 30 Apr '15	<b>Value</b> 103.50							

# Payment Terms Pavee Details

. ajoo Botano	
Payee Name	Resort Marketing International
Bank Name	Barclays Bank
Bank Address	20 The Town
	Enfield UK
Account Name	Resort Marketing International Ltd Dollar Account
Account Number	66519000
Sort Code	20-29-77
Swift Code	BARCGB22
IBAN	GB05BARC20297766519000
Charge Paid By	Tour Operator
Payment Date	Amount Due
60 Days Before Arriv	al 100.00%

# Contract Agreement

Date:

Signed on behalf of the hotel:

Signed:	
Name:	
Position:	

### **Terms And Conditions**

Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.

Terms and Conditions

Terms And Conditions

Cuba Hotels is owned and run by Experience Engine UK limited. All Travel services are provided and fulfilled by Hovis Travel Group which is a fully bonded travel agent and Tour Operator. The travel arrangements available to Cuba Hotels customers include:

ii) Arrangements where Cuba Hotels acts as a retail agent of the tour operator - you will be required to comply with the booking terms and conditions of that tour operator. In these conditions any reference to you means all persons named on the booking including any added or substituted at later date. References to we are references to Hovis Travel Group. Reading these booking conditions forms part of your contract with Hovis Travel Group. Please read these Booking Conditions carefully. On making a booking with us you are deemed to have read and accepted the Booking Conditions and that you have the authority to accept and are accepting the terms of these conditions on behalf of all persons in the party. A copy of our Booking Conditions is available at any time.

This contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

#### 2. YOUR AGREEMENT WITH US

Your contract shall come into existence when we issue our confirmation invoice

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Location Reference Contract Date Signed off by: Cayo Coco, Cuba MEL/C4A/14/D156 16 Jun '14

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except in the case of bookings made within 10 weeks of departure in which case special conditions apply (see below). You just pay a deposit of £200 per person (excluding infants). The balance must be paid 10 weeks before departure. If the booking is made within 10 weeks of departure it is deemed to be a late booking and the contract between us comes into effect upon your confirming to us your acceptance of the arrangements and our receiving payment. In this case the full balance must be paid at the time of booking. If the deposit and/or the balance is not paid in time we may cancel your booking. If the balance is not paid on time we shall retain your deposit as per our cancellation charges.

#### 3. BOOKINGS

Some airlines do not allow access to their live seat 'inventory' or last seat availability. It is occasionally possible that after confirming a reservation the airline may reject the booking. This occurs very occasionally and should it occur, we will contact you within 48 hours to advise that this situation has arisen. In this instance we will not be liable for any additional costs incurred in having to purchase new tickets at a higher fare. Payment for tickets will be refunded if the seats are not confirmed by the airline.

#### 4. PAYMENT AND TICKETS

We accept all major debit and credit cards (except AMEX &Diners) and payment by cheque. A charge is levied on all credit card and debit card payments:, the fee is 2.5% for credit and 1.5% for debit. Cheques should be made payable to Hovis Travel Group Ltd. We can only accept a credit card from one of the passengers stated on the booking. The ticket delivery address must match the credit card billing address. Once we have confirmed the booking to you and we have received payment, your travel documents will be forwarded approximately two weeks prior to departure. For departures within 14 days please refer to our travel documents section. In order to take advantage of special fares, we may be required to issue tickets well before travel. Cancellation charges of 100% of the flight cost will be levied if you have to cancel or make any changes after tickets have been issued (for changes the full price of the flight will have to be paid again even if the same flight is used). This also applies to discounted business class fares.

#### 5. TRAVEL DOCUMENTS

Tickets and documentation will be issued and sent within 14 days of your departure date.

If your departure date is 14 days or less from the booking date, then a document issue and special delivery charge of £5 per booking will apply and be taken at the time of booking.

It is your responsibility to check all your written documentation and travel documents when you receive them and inform us immediately of any discrepancies, so they can be rectified before your departure. Failure to do so may result in extra costs being incurred, for which Hovis Travel Group cannot be held responsible.

PLEASE CONTACT US IF YOU DO NOT RECEIVE YOUR DOCUMENTS WITHIN 5 WORKING DAYS OF YOUR DEPARTURE.

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#### 6. SCHEDULED AIRLINE FAILURE INSURANCE

We automatically add a compulsory £2.50 per scheduled airline ticket to cover you against Scheduled Airline Failure. In the unlikely event of the financial failure of the airline we will fully refund all monies paid if the failure is prior to your departure. If you have already departed, we will offer alternative onward or return flights to the UK.

## 7. INSURANCE

It is a condition of this booking that you are adequately insured. If you have not taken out the insurance recommended by Hovis Travel Group, it is your responsibility to ensure you have sufficient cover for your trip.

#### 8. PRICE

Certain bookings will be subject to a Booking Fee. We will advise you at the time of booking if this applies and it will be reflected in the price you pay for your travel arrangements. Whilst every effort is made to avoid surcharges, Hovis Travel Group reserves the right to pass on any cost increase levied by the suppliers. No surcharge will ever be levied for air tickets after we have received full payment in cleared funds and tickets have been issued. The price of your travel arrangements can be varied due to government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes (including VAT) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates. In the case of any small variation, 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. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that vou nave 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. 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. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in point 10, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out in point 10.

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. The price of your travel arrangements was calculated using the exchange rates provided by our suppliers.

#### 9. CHANGES MADE BY YOU

If, after our confirmation invoice has been issued you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead

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name on the booking or your travel agent. You will be asked to pay an administration charge of £25 per person and any further costs we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements (e.g. advanced purchase air tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

#### 10. CANCELLATION BY YOU

You or any of your party may cancel your travel arrangements at any time. Written notification from the lead person on the booking must be received at our offices. You will be required to pay the applicable cancellation charges up to the maximum shown below.

Period before departure within which written cancellation received

Cancellation charge % of price for the travel arrangements

70 days or more

Deposit

Between 40 and 69 days

40%

Between 29 and 39 days

50%

Between 15 and 28 days

75%

14 days or less

100%

Please note that in the case of a part cancellation, where only certain members of your party cancel, in addition to incurring the applicable cancellation charges, we will recalculate the Holiday Cost for the remaining passengers. You may have to pay the remaining room charges such as single room supplements. For example, if this results in one person occupying a twin room, a significant extra charge may apply.

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### 11. CHANGES MADE BY US

We plan your travel arrangements many months in advance. Regrettably amendments may sometimes be necessary and errors occasionally occur. We reserve the right to make changes or correct errors at any time both before and after our confirmation. Most of these changes are minor and we will always try to advise you of these changes before you depart if there is time. Flight timings and carriers advertised may be subject to change for operational reasons. The final details will be shown on your flight tickets and you should check these carefully. If a major change does become necessary however, we will inform you as soon as it is reasonably possible if there is time before your departure. Changes to aircraft type with the resulting lack of facilities promised at the time of booking are deemed to be minor changes. A major change involves a change of UK airport (with the exception of a change from one London airport to another), destination airport (other than between two airports serving the same city or resort), time of UK departure by more than 12 hours, resort area, in the case of tours and cruises a significant change of itinerary or offering accommodation of a lower standard than originally booked. If we have to make a major change you have the following options:

- a) Accepting the altered travel arrangements
- b) Cancelling your travel arrangements without charge

If you choose a) we will refund any difference in cost if the new arrangements cost is lower. If the new arrangements cost is higher then you will have to pay the extra costs. If you choose b) we will refund all your monies to you. We will also pay compensation to you (for either option a) or b) on the following scale:

Compensation per person (excluding infants) is payable as below based on the date before your scheduled departure date when a major change is notified to you.

More than 56 days

Nil

29 to 56 days

£10

14 to 28 days

£20

Under 14 days

£30

Compensation is not payable if we have to make changes for unusual and

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unforeseeable circumstances, which we could not have avoided even with due care. Compensation will not be payable in the case of Force Majeure i.e. if we are forced to cancel or change your travel arrangements in any way for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions or other circumstances over which we have no control.

# 12. CANCELLATION BY US

We reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients that we require for a particular tour or arrangement is not reached, we may have to cancel it. 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, if available. If it is necessary to cancel your travel arrangements, compensation will be payable as detailed above. We will not cancel a booking after the final balance due date unless you fail to pay the balance or in the case of force majeure.

#### 13. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (eg your hotelier) and our Resort Representative immediately who will endeavour to put things right. If you complaint is not resolved locally, please obtain a written report from the supplier of the services in question (or our Representative if applicable) and follow this up within 28 days of your return home by writing to our Customer Services Department (click here for contact details), giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the resort and this may affect your rights under this contract.

# 14. OUR LIABILITY TO YOU

We accept responsibility for ensuring that the travel arrangements you book with us are supplied as described in promotional material. We will always endeavour to ensure that any special requests you may make eg non smoking rooms are fulfilled, however we can never guarantee such requests. If any part of your travel arrangements is not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if we agree this has affected the enjoyment of your holiday. We accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us) except where the failure to perform or improper performance was due to:

- a) your own acts or omissions
- b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable
- c) an event which could not have been foreseen or avoided even with all due care.

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Our liability in all cases (except death or personal injury) shall be limited to a maximum of twice the cost of your travel arrangements excluding insurance premiums and amendment fees. However our liability in respect of carriage by air, sea and rail and the provision of accommodation is limited in the manner provided by the relevant international conventions and conditions of carriage. You can ask for copies of these international conventions from our offices. It is a condition of the acceptance of liability above that you notify us of any claim in accordance with the conditions relating to complaints. Where any payment is made to you or any members of your party that person must assign to us or our insurers any rights they may have to pursue any third party. They must furthermore agree to fully co-operate should our insurers or we wish to enforce those rights.

# 15. PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS

If you, or any member of you party, suffer death, illness, or injury whilst overseas arising out of an activity which does not form part of your travel arrangements or an excursion arranged through us we shall at our discretion, offer advice, guidance and assistance to help you in resolving any claim which you may have against a third party, provided we are advised of the incident within 90 days of its occurrence. Where legal action is contemplated our written consent must be obtained. If the person concerned is successful in obtaining a costs order against a third party or to recoup costs under any insurance policy they may have, we shall be entitled to recoup from that person the costs actually incurred by ourselves. Our costs in respect of you and any member of your party shall not exceed a total of £5,000.

#### 16. CONDITIONS OF CARRIAGE

When you travel with a carrier, the conditions of carriage of that carrier will apply, some of which may limit liability. The conditions of carriage of that carrier are incorporated into this contract. You may ask for copies of the relevant conditions of carriage from our offices. This brochure 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 that in accordance with Air Navigation Orders in order to qualify for infant status an infant must be under 2 years of age on the date of return flight.

#### 17. PASSPORT, VISA AND HEALTH REQUIREMENTS

All passport, visa, travel insurance and health certificate requirements are your responsibility and Hovis Travel Group accepts no liability for any delay or expense incurred through any irregularity in your documents. Visa requirements and conditions vary by country and nationality and can change. Visit www.fco.gov.uk for further information, however please note that we cannot be held responsible for the accuracy of information on this website.

\*\*\*Bank charges are the sole responsibility of the Tour Operator and MUST be paid by the Tour Operator (as per hotel contract clause).\*\*\*