

Booking Terms & Conditions

These Booking Terms & Conditions (“Conditions”), together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Travel Places Limited (“Travel Places”) with registered address: Travel Places, in association with American Express GBT, at the postal address of Podium House, 61 Chapel Road, Worthing, West Sussex, BN11 1HR, United and company number: 08774160. For the avoidance of doubt, American Express Global Business Travel operate in association with Travel Places with GBT providing back end servicing and ticketing as an authorised party.

1. Initial Points:

- 1.1. As much of what we offer constitutes a ‘package’ for the purpose of the Package Travel and Linked Travel Arrangements Regulations 2018, our Booking Terms and Conditions contain details on both our obligations under law and your customer rights. Please do take the time to read them carefully.
- 1.2. References within the booking conditions to “departure date(s)” means the date the services we have agreed to provide commence.
- 1.3. The reference to “you” and “yours” means the persons named in the booking (including any person or persons added or substituted subsequently).
- 1.4. The references to “We” “Us” and “Our” means Travel Places.
- 1.5. References to “arrangements”, “travel arrangements”, “holiday”, “package” or “Services” mean the services we have agreed to provide to or provide you with under your booking with us.

2. Your Contract

- 2.1. When you make your booking you agree that you have authority to accept and do accept on behalf of yourself and each person named in your booking, the terms of these Booking Conditions. The person making the booking (“the party leader”) must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our privacy policy. The party leader is responsible for making all payments due to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.
- 2.2. A contract will exist as soon as we issue a booking confirmation invoice to the party leader.
- 2.3. Once you have received your booking confirmation invoice please check this carefully together with your ATOL certificate(s) and all other documents we have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. We cannot accept any liability if we are not notified of any inaccuracies within 48 hours of issue of the booking confirmation invoice to you.
- 2.4. We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so.

- 2.5. When you book your Services it may not be possible to confirm your precise air or rail arrangements due to airline and rail operator booking restrictions. Your confirmation invoice and/or ATOL certificate will set out the arrangements reserved for you and/or any provisional reservations or those arrangements we plan to reserve for you. Some airlines charge for luggage separately and some flights may be indirect. These may also be subject to change by your airline or rail operators.
- 2.6. We cannot confirm any specific airline or rail seat numbers and reserve the right to make changes to your flight and/or rail times but will notify you of any such changes as soon as possible.

3. Special Requests.

- 3.1. If you have a special request, please advise us at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. Confirmation that a request has been noted will be included on your booking confirmation invoice or upon the acknowledgment of booking. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking.

4. Your Financial Information

- 4.1. We provide financial security for Services which include flights, by way of our ATOL (Air Travel Organisers Licence) granted by the Civil Aviation Authority (CAA), Canary Wharf, London E14 4HD. Our ATOL number is 11961.
- 4.2. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 4.3. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 4.4. If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or our credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

- 4.5. The price of our flight inclusive arrangements includes an amount as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all Services or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking. ATOL protection is primarily for customers who book and pay in the United Kingdom.

5. Prices

- 5.1. We reserve the right to alter the prices of any of the Services shown on our website or in printed brochures. You will be advised of the current price of the Services you wish to book before your contract is confirmed.
- 5.2. Unless stated otherwise, the price of your Services includes each and all of the component parts described within your booking confirmation invoice.
- 5.3. Not included in the price of your Services is travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your Services arrangements. Additionally, any items or services purchased on board are not included in the cost of your Services unless specifically stated.
- 5.4. When you make your booking you must pay a non-refundable deposit of £50 per person for Services costing £500 per person or less, £100 per person for Services costing between £501 and £999 per person and £200 per person for Services costing £1000 per person or more or such other deposit as may be notified to you at the time of your booking request or full payment if it is within 10 weeks of departure. All prices shown are per person. The balance of the price of your travel arrangements must be paid by the date shown in your booking confirmation invoice which will usually be 10 weeks before your departure date. If the deposit and/or the balance is not paid in time we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain the deposit.
- 5.5. Changes in the cost of the following mean that the price of your travel arrangement may change after you have booked. However, there will be no change within 20 days of your departure date.
- 5.5.1. The price of transportation resulting from the cost of fuel or other power sources;
 - 5.5.2. The level of taxes or fees applicable to the Services imposed by third parties not directly involved in the performance of your Services, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
 - 5.5.3. The exchange rates relevant to your Services.
- 5.6. You may be charged for the amount of any increase in accordance with this clause plus an administration charge of £1.00 per person. However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed Services (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements) you will have the option of;

- 5.6.1. accepting the price increase and pay the requested amount
 - 5.6.2. accepting a change to another Services 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
 - 5.6.3. cancelling your Services booking and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements which do not form part of your package.
- 5.7. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of the issue date printed on your final invoice.
- 5.8. Should the price of your Services go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements that are 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.

6. Accuracy

- 6.1. We endeavour to ensure that all the information and prices on our website are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

7. Insurance

- 7.1. Adequate and appropriate travel insurance is a condition of your contract with us. The insurance should cover your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to book and allow the trip to go ahead without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

Please note that some activities may not be routinely covered under standard travel insurance policies. Please check that your policy provides an adequate level of protection based on the activities offered.

8. Cutting Your Trip Short

- 8.1. If the Services are cut short and you forced to return home early, we cannot refund the cost of any arrangements you have not used. Where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of the trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

9. If You Change Your Booking & Transfers of Bookings

- 9.1. If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so. Your request to change your booking must be made in writing by the party leader. You may be asked to pay an administration charge of £25 and any further costs we may incur in making this alteration. When changing your travel arrangements, the price will be based on the price applied on the date you make the change. The price may not be the same as when you first made your booking.
- 9.2. If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:
 - 9.2.1. That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;
 - 9.2.2. We are notified in writing of the request for transfer not later than 7 days before departure;
 - 9.2.3. If you are required to do so, pay the outstanding balance payment, and an amendment fee of £50.00 per person transferring, as well as any additional fees, charges and other costs arising from the transfer;
 - 9.2.4. The transferee agrees to these booking conditions, and all of the terms of the contract between us.
- 9.3. Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.
- 9.4. You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 10 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.
- 9.5. Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.
- 9.6. If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra costs.
- 9.7. Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.
- 9.8. If you have taken out travel insurance it may not be possible to change or cancel this and as such, any premium cannot be refunded.
- 9.9. Scheduled airlines may not allow name changes within certain periods prior to departure and may not allow these after the flight ticket has been issued. If you wish to make a name change and this is not permitted by your airline, it will be necessary to cancel your

flight, lose the money paid in respect of that flight and pay the full cost of another flight, which may not be the same flight or at the same cost as the one you have cancelled.

- 9.10. Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the Services

10. If You Cancel Your Booking Before Departure

- 10.1. If you, or any member of your party, cancel your travel arrangements at any time, written notification from the person who made the booking must be received by us at our registered office or by email to the Services Manager organising your trip.
- 10.2. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable by you. The cancellation charge is a percentage calculated on the basis of the total costs payable by the person cancelling that are not refundable in the event of cancellation.

Period Before Departure	Cancellation Charge In Which You Notify Us	Per Person
More than 70 days	Deposit Paid	
56 - 70	50% of the travel cost	
45 - 55	70% of the travel cost	
36 -44	90% of the travel cost	
0 - 35	100% of the travel cost	

- 10.3. Please note that amendment charges are not refundable in any circumstances.
- 10.4. Where possible, if we are able to re-sell your place on a Services, we will endeavour to refund all fees you have paid, minus the non-recoverable deposit and an administration fee of £50.
- 10.5. Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.
- 10.6. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- 10.7. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

11. Cancellation by You due to Unavoidable & Extraordinary Circumstances:

- 11.1. You have the right to cancel your confirmed Services before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your Services destination or its immediate vicinity and significantly affecting the performance of the Services or significantly affecting the transport arrangements to the Services destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only

apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, and significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions, which make it impossible to travel safely to the travel destination.

- 11.2. This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

12. Cancellation & Changes By Us

- 12.1. As we often plan your Services months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so.
- 12.2. We will notify you of any alteration or cancellation as soon as we reasonably can.
- 12.3. We will not cancel your Services arrangements less than 10 weeks before your arrival, except for reasons of force majeure or failure by you to pay the final balance. We may also cancel your Services, e.g., the minimum number of participants required for a particular arrangement is not reached and we will notify you of the minimum numbers required, at the time of booking.
- 12.4. Independent travel arrangements (eg, flights, airport parking, car hire, etc) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or any cancellation charges incurred by you in respect of any such independent travel arrangements.
- 12.5. If, before the start of your Services, we are constrained by circumstances beyond our control to significantly alter any of the main characteristics to your Services, we will offer you the choice of either;
 - 12.5.1. Accepting the new arrangements ;
 - 12.5.2. Accepting an offer for an alternative Services with comparable facilities from us, if available (we will refund you any price difference if the alternative is of a lower value) or
 - 12.5.3. Cancel your booking completely in which case we will refund you all monies paid by you.
- 12.6. Please note that the above options are not available where any change made is a minor one. A significant change may include change of accommodation to that of a lower category and/or price, the change of flight or rail times of more than 12 hours, a change of UK departure location (save changes between London airports).
- 12.7. If we make a significant change or cancel less than 14 weeks before departure (other than reason of non-payment of travel arrangements by you, events beyond our control or minimum group size numbers not being reached , we will also pay you compensation as detailed below:-

Period of Notice We Give to You Before Departure	Compensation to Each Full Fare Passenger
84+ Days	£0
83 – 56 Days	£10
55 – 28 Days	£20
27 – 0 Days	£30

- 12.8. You are required to advise us within 7 days of being notified of a significant change whether you wish to:
- A) accept a proposed change or
 - B) Cancel your booking and receive a refund.

If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above.

- 12.9. If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you.
- 12.10. If we become unable to provide a significant proportion of the Services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.
- 12.11. Please note: Where we make a significant change or cancel your trip due to reasons of Force Majeure (see the Force Majeure clause) we will be unable to meet any costs or expenses you incur as a result, for example, any transport costs. Please ensure that you have adequate insurance in place to cover you in these circumstances.

13. Minimum Numbers

- 13.1. Some of the travel arrangements we offer can only be operated if there is sufficient demand for the same and a sufficient number of people book these travel packages. If there is insufficient demand on subsequent confirmed bookings, we have the right to cancel the travel arrangements in question. If we have to do so, we will notify you as soon as possible. In this situation, you will then have the choice of accepting an alternative travel arrangement of equivalent or closely similar standard.
- 13.2. The cost of any alternative Services offer will be our selling price at the time of change. If the alternative is cheaper, we will refund you the difference. If the alternative is more expensive, you have the option to pay the difference. If you do not wish to take the alternative we offer you, you can choose to cancel your Services and receive a full refund of any monies you have paid to us.
- 13.3. When we cancel for lack of numbers in accordance with this Clause no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable. In the unlikely event that we do need to cancel your Services for the reason of lack of numbers, we will not do so less than 20 days before your arrival date if the Services is for more than 6 days. In the case of Services lasting between 2 and 6 days we will not cancel the package less than 7 days before the start of the package. In the case of trips lasting less than 2 days we will give you at least 48 hours' notice of any cancellation.

14. Force Majeure

- 14.1. Except where otherwise expressly stated in these Booking Terms & Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Terms & Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including but not limited to Covid-19 or future strains of the Coronavirus or the ongoing effects of Covid-19), epidemics, pandemics or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.
- 14.2. Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom having now left the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

15. Prompt Assistance

- 15.1. If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

16. Disabilities and Medical Problems

- 16.1. We are not a specialist disabled Services company, but we will do our utmost to cater for any special requirements of the Services. If any such person has any medical problem

or disability which may affect your booking, please provide full details before you make your booking, so that we can try to advise you as to the suitability of the Services arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

17. Complaints

- 17.1. We make every effort to ensure that your Services arrangements run smoothly but if you do have a problem during your trip, please inform us immediately and we will endeavour to put things right. If your complaint is not resolved locally, please contact Kirsty Brown via email at: kirstyb@travelplaces.co.uk or by phone: 01903 832861
- 17.2. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, 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. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

18. Your responsibilities and behaviour

- 18.1. All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
- 18.2. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

19. Our Responsibilities

- 19.1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your [confirmation invoice and the information we provided to you regarding the services prior to booking]. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your [confirmation invoice and the information we provided to you regarding the services prior to booking].
- 19.2. We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- 19.3. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - 19.3.1. (a) the acts and/or omissions of the person affected; or
 - 19.3.2. (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - 19.3.3. (c) Force Majeure (as defined in these Terms & Conditions).
- 19.4. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - 19.4.1. (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - 19.4.2. (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price 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 or your party has not received any benefit at all from your booking.
 - 19.4.3. (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel: i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies

provided under the Regulation as if (for this purpose only) we were a carrier. iii)
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.

- 19.5. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us
- 19.6. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 19.7. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 19.8. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; (b) relate to any business; (c) indirect or consequential loss of any kind.
- 19.9. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 19.10. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

20. Excursions And Activities & Resort Information.

- 20.1. Excursions or other tours that you may choose to book or pay for whilst you are on your trip are not part of your contracted arrangements with us. For any excursion or other tours that you book, your contract will be with the operator of the excursion or tours and not with us. We are not responsible for the provision of the excursion or tours or for anything that happens during the course of their provision by the operator. We do not accept any liability in relation to any such excursion, tours or activity and these Booking Conditions do not apply to them.
- 20.2. Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally, for example, local tourist tax, room services (e.g. minibar), health and beauty treatments, snacks, drinks, etc.

21. Entry Passport, Visa and Immigration Requirements & Health Formalities

- 21.1. It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your arrangements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.
- 21.2. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.
- 21.3. Special conditions apply for travel to the USA, and all passengers all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.
- 21.4. For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).
- 21.5. For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.
- 21.6. Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>.
- 21.7. Non British passport holders, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

- 21.8. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.
- 21.9. Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Gov The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.

22. Delays, Missed Transport Arrangements and other Travel Information

- 22.1. If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.
- 22.2. Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
- 22.3. We cannot accept liability for any delay which is due to any of the reasons set out in the “Your Responsibilities and Behaviour” clause of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).
- 22.4. The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

- 22.5. Please note the existence of a “UK Air Safety list” (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.
- 22.6. Our website/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.
- 22.7. Advance Passenger Information - A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.
- 22.8. UK Foreign, Commonwealth and Development Office Advice - You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Force Majeure as defined in these Conditions.

23. Health and Fitness

- 23.1. Activities within our Services may require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any activity you choose to participate in. If you are in any doubt, please consult your GP before departure. We, and those retained by us, to supervise any activities, retain the discretion at any time to decline to allow you to participate in any activity, if we reasonably believe that in the interests of your health, you should not do so. In such circumstances, we shall not be liable for any losses or compensation arising.
- 23.2. You must provide us with full details of any existing medical or physical problems (including unusual height or weight) or disability that may apply to you or any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your Services (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If, in our reasonable opinion, any particular activities or arrangements are not suitable for the medical or physical problems or disability or you are not travelling with someone who can provide all the assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain activities, in which event we shall not be liable for any losses or compensation arising.
- 23.3. If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to any existing medical or physical problem or disability and/or any new medical or physical problem or disability that arises after booking then we can also cancel the booking when we find out the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out must be paid by the person concerned.

24. Jurisdiction and Applicable Law

- 24.1. These Booking Terms & Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.