

ARENA
TOURS LIMITED

BOOKING
CONDITIONS



ARENA TOURS LIMITED BOOKING CONDITIONS

These Booking 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 Arena Tours Limited (company registered number 02431120) with registered office 2 Betts Avenue, Martlesham Heath, Ipswich, IP5 3RH (“we”, “us”, “our”). Please read them 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.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 90 days of departure (42 days where you are booking a UK based trip), or such other number of days as you are informed at the time of booking,) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you (or your travel agent). If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days (42 days where you have booked a UK based trip), or such other number of days as you are informed at the time of booking, prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 10 below will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures 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.

Our descriptions are based on information available at the time we agree a contract with the accommodation or other services supplier. It should be borne in mind that changes to descriptions may occur. Where such changes are brought to our attention we will use our best endeavours to ensure that our website description and reservations system are updated so that the changes may be notified to you at the time of booking.

Prices and flight supplements are based on anticipated or latest known airfares for the flights and airlines featured. If a higher airfare applies at the time of booking, we may need to increase the price of your booking and we will advise you of this before your reservation is confirmed. Prices are based on flights from the airport specified in the booking description. Flights from alternative airports will incur a further charge. Scheduled flight charges and supplements are payable in full at the time of booking, and are non-refundable.

3. Accommodation Ratings and Standards

Accommodation ratings are displayed as provided by our suppliers. These are intended to give a guide to the services and facilities you should expect from your accommodation but standards and ratings may vary between countries, as well as between suppliers and safety standards in some countries may differ from those applicable in the United Kingdom. All properties comply with the applicable health and safety regulations. We strongly advise that all customers familiarise themselves with relevant safety information in resort.

Please note that whilst the facilities in single, triple and quadruple rooms are comparable to twin or double-bedded rooms, it should be noted that single rooms are not always in the same area of hotels as twin rooms and, by their very nature, are small. Triple rooms are usually a standard twin/double room with an additional bed, which may be a sofa bed or of rollaway style. Quadruple rooms usually consist of a room with two double beds.

4. Building Work

From time to time, renovation or refurbishment and its associated noise are unavoidable at a hotel. Often, we do receive advance notice of when it will begin, in which case you will be informed prior to making your booking or within a reasonable time of us being notified. If in any case you have not been informed, and we consider the work will have a significant effect on your stay, we will then review the option of partial or full refund.

5. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. We can give you details of a policy suitable to cover the arrangements if you ask us at the time of booking. If you choose to travel 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. If we have issued your policy, please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

6. Pricing

The price of your travel arrangements has been calculated using the exchange rates relevant to the countries visited in your package. We use prevailing rates published at the time of production of our brochure or ahead of our promotions. This includes the major currencies of the Eurozone along with other major international currencies depending on where your holiday is based. We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

7. Jurisdiction and Applicable Law

These Booking 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.

8. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances 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 your holiday 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

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change (subject to a maximum of £150 per booking reference number), as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 10.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 10 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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 arrangements.

10. If You Cancel Your Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation charges for all holidays EXCEPT River Cruise Line and UK based holidays - shown as a percentage of total price (excluding insurance premium)	Cancellation charges River Cruise Line only - shown as a percentage of total price (excluding insurance premium)
90 days or more	Deposit only	Deposit only
89 - 42 days	50% of holiday cost or deposit (whichever is greater)	75% of holiday cost or deposit (whichever is greater)
41 - 28 days	75% of holiday cost or deposit (whichever is greater)	75% of holiday cost or deposit (whichever is greater)
27 - 14 days	90% of holiday cost or deposit (whichever is greater)	90% of holiday cost or deposit (whichever is greater)
Less than 14 days	100% of holiday cost	100% of holiday cost

Period before departure in which you notify us	Cancellation charges for UK based holidays - shown as a percentage of total price (excluding insurance premium)
42 days or more	Deposit only
41 - 28 days	50% of holiday cost or deposit (whichever is greater)
27 - 14 days	75% of holiday cost or deposit (whichever is greater)
Less than 14 days	100% of holiday cost

Please note that insurance premiums and amendment charges are not refundable in any circumstances.

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.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the 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 and Commonwealth 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, 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.

This clause 10 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 (Directive 2011/83/EU).

11.If We Change or Cancel

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include:

- (a) alteration of your outward/return flights 12 hours or less;
- (b) changes to aircraft type;
- (c) change of accommodation to another of the same or higher standard;
- (d) changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change;
- (e) change of port of departure, where such change does not affect your departure point from the UK;
- (f) change of “expert” for an arrangement where an alternative expert has been arranged

Please also note that on occasion we may need to change from an overnight cabin on a ferry to a daytime ferry and an overnight hotel instead and such change will be a minor change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A change of UK departure airport except between:
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside
 - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 90 days before your departure date (42 days where you are booking a UK based trip), except for reasons of force majeure or failure by you to pay the final balance or because the minimum number required for the package to go ahead has not been reached. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

Please Note: for all of the holidays that we offer, we require a minimum number of 30 travellers to have booked on to each holiday, in order for us to be able to operate it. Where we do not receive this number of bookings in respect of your chosen holiday, we may unfortunately be unable to go ahead with providing that holiday and may be required to cancel your booking as a result. As a result, if we do not receive this number of bookings for a particular holiday we reserve the right to terminate your booking and provide you with a full refund of all payments you have made to us at this point. In such circumstances, we will notify you not less than 20 days before the start of the package. Please note that in such circumstances, we will not be liable to pay you any compensation.

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

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance: If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation: In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Compensation for all trips other than UK based trips

Period before departure in which we notify you	Amount you will receive from us per person*
More than 90 days	Nil
90 - 42 days	£10
41 to 28 days	£20
28 – 14 days	£30
Less than 14 days	£40

Compensation for UK based trips

Period before departure in which we notify you	Amount you will receive from us per person*
More than 42 days	Nil
42 – 28 days	£10
27 – 14 days	£20
Less than 14 days	£30

***IMPORTANT NOTE:**

We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 90 days before departure (42 days for UK based trips);
- (c) where we cancel your arrangements and notify you 20 days or more before departure because the minimum number required for the package to go ahead has not been reached;
- (d) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (e) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (f) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (g) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 12).

If we become unable to provide a significant proportion of the arrangements 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. Force Majeure

Except where otherwise expressly stated in these Booking 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 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 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's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. 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.

13. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

14. Disabilities and Medical Problems

We want all our customers to enjoy their holiday with us, and are keen to make our holidays as accessible to as many people as possible. However, some of our holidays are physically demanding and may not be suitable for everyone. Our reservations team will ask you questions

at the point of booking, to see if anyone travelling on the holiday has any mobility, disability, health issues or limitations. We ask that you answer these questions carefully so we can ensure you enjoy your holiday. Please let us know if anyone in your party has any mobility or medical issues which will affect their ability to fully undertake the holiday being booked. We may require you to produce a doctor's certificate certifying that you are fit to participate. We cannot accept any liability if we are not told about any mobility/medical issues before travel. You must advise us of any changes to your level of mobility or medical condition which may affect your holiday between the point of booking and when you travel. 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. Note that we reserve this right to terminate the booking on the grounds that you are not physically fit enough and you did not give us full details even where the travel arrangements have already commenced. In such circumstances we will not be liable to pay you any compensation and if you incur any additional costs we will not be held responsible.

15. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform your tour manager or local representative or the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by email at enquiries@arenatravel.com or by post to 2 Betts Avenue, Martlesham Heath, Ipswich, IP5 3RH.

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 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.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 26 for further details.

You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

16. Your Behaviour

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.

Under no circumstances are you entitled to share your accommodation with, or sub-let it to, anyone other than the other members of your party.

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.

17. Our Responsibilities

(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 all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services 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 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.

(2) 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:

- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- (c) Force Majeure (as defined in clause 12).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(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.

(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.

(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 the Denied Boarding Regulation 2004, 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.

(4) 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.

(5) 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.

(6) 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; or
- (b) relate to any business.

(7) 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. On occasions, local excursions and activities will be made available for sale via our local/agency staff. In such circumstances those staff will be acting as sales agents for the supplier(s) of the offered excursion/activities. Therefore, unless you suffer personal injury or death caused by our negligence, we will not accept liability for any loss or damage you may suffer as a result of participation in a locally booked excursion or activity.

(8) 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.

18. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

19. Insolvency Protection

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 10117, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (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).

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 your 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.

We provide full financial protection for our package holidays which don't include flights, by way of Financial Failure Insurance arranged by Towergate Chapman Stevens through Zurich Insurance PLC, contact number: 01932 334 140, address: 21 Wintersells Rd, West Byfleet KT14 7LF, email address: tcs@towergate.co.uk.

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

20. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. 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.

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>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>. For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any 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 passport, visa, immigration requirements or health formalities.

21. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

22. Prompt Assistance

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.

23. Delays, Missed Transport Arrangements and other Travel Information

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.

Under EU 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 EU 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.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 12 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).

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.

Please note the existence of a “Community list” (available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban_en) detailing air carriers that are subject to an operating ban with the EU Community.

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.

24. 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.

25. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office 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 Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 12).

26. ABTA

We are a Member of ABTA, membership number Y6426. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

