

# IMPORTANT INFORMATION & BOOKING CONDITIONS

FOR YOUR CONTRACT WITH ARENA TOURS LIMITED OF 2 BETTS AVENUE, MARTLESHAM HEATH, IPSWICH, IP5 3RH

## Your holiday contract

When you make a booking, you become the 'lead' or first name on the booking and you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these 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, apply to your booking. 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.

We act in the following capacities: as a Package organiser, and as an agent to help you to arrange individual holiday products or to book packages with third party tour operators. Our obligations to you may vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible. Section A contains the conditions which will apply to all bookings. Section B applies to agency bookings and Section C applies to Package bookings which we sell as organiser.

A contract will exist as soon as we issue our confirmation receipt/invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

Our booking conditions are designed to be easy to understand, however if you have any further questions then please contact our customer services team who will be happy to help you.

## Your financial protection and ABTA

We provide full financial protection for our package holidays by way of our Air Travel Organiser's Licence number [ATOL10117] (Arena Tours Ltd). 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.

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 can 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).

"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.

The flights and flight inclusive holidays we arrange are ATOL protected provided they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

If your holiday does not contain a flight and/or is accommodation only, then these non-licensable package arrangements are covered by Financial Failure Insurance arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

We are a member of ABTA, [ABTA 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 (see clause 12 below), go to [www.abta.com](http://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](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution 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.

## SECTION A – APPLICABLE TO ALL BOOKINGS

### 1. Booking

By making a booking, you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them; you consent to our use of information in accordance with our Privacy Policy, and that you are over 18 years of age.

The lead member of the party guarantees payment to us of the total holiday price and any other applicable charges. In the event of there being entitlement to a refund from our company, due to holiday cancellation/amendment, or for any other reason, such refund will be made to the lead member of the party. Instructions regarding changes and/or cancellations will be taken only from the lead member of the party.

When you make your booking, you must pay the relevant deposit as specified at the time of booking, see clause 2 below. If you believe that any details on the confirmation receipt (or any other document) are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport.

### 2. Payment

You will be required to pay a deposit as a minimum of £50.00 per person or make full payment for your booking at the time of booking. In some cases, the deposit may be higher: where, for example, we need to pre-purchase flights tickets, accommodation or other services. Where you only pay a deposit, you must pay the full balance by the balance due date notified to you, usually 90

days before your departure. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. Where you have booked a package organised by us, you will be subject to our cancellation charges, see Section C below.

### 3. Special requests

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not.

### 4. Insurance

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. 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.

### 5. 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. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

Safety standards in some countries may differ from those applicable in the United Kingdom. All properties comply with applicable health and safety regulations. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

### 6. Flight prices

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.

### 7. Accommodation/services descriptions

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.

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.

### 8. 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.

### 9. Reduced mobility or disability

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 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.

### 10. Behaviour

Please be aware that the booking conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party because of your conduct.

Please note that we have no control over the behaviour of other persons staying at or visiting your holiday accommodation and we are not responsible for any withdrawal or impairment of facilities/services or other loss or damage caused by them. 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.

### 11. Passports, visas and health

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date.

We can provide general information about any health formalities

required for your trip but you should check with your own doctor for your specific circumstances. Visit also <http://travelhealthpro.org.uk/>

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and/or [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

### 12. Complaints

Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately.

If we are acting as organiser in the provision of your package holiday and you find that you are in any way dissatisfied with our service or the service of one or more of the suppliers whose services make up the holiday, in order that we may have the opportunity to correct the matter, you must advise our tour manager, or local representative immediately. Should the tour manager or local representative not be able to resolve the situation, you should report the complaint in writing or by email to our head office at 2 Betts Avenue, Martlesham Heath, Ipswich, IP5 3RH. (email address [enquiries@arenatravel.com](mailto:enquiries@arenatravel.com)) no later than 28 days after the completion of the holiday quoting your booking number. Only the lead name should write/email us. Please note that post-holiday claims can be made only directly to us and not to one of our suppliers.

If you fail to follow this procedure, there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

See also information on 'ABTA' above.

### 13. Financial protection

In relation to package holidays sold by us as organiser, the Package Travel Regulations require us to provide security for the monies that you pay and for repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 10117) administered by the Civil Aviation Authority. 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.

When we are acting as an agent, some of the travel arrangements that we sell may be protected in the case of the financial failure of the travel company. Please ask us about the protection that applies to your booking. If you receive an ATOL Certificate, then you will have ATOL protection.

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 can 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).

### 14. 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 any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

### 15. Law and jurisdiction

These booking conditions all bookings made with us are governed by English law and the courts of England and Wales have exclusive jurisdiction. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### 16. 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.

### 17. Data protection and privacy

Please see our data protection and privacy policy for full information regarding the way in which we use and store your personal data.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are traveling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes.

If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

## SECTION B: AGENCY BOOKINGS ARRANGEMENTS

This section applies to bookings we make for you when acting as booking agent.

### 18. Your contract

When making your booking, we will arrange for you to enter into a contract with the supplier (tour operator/airline/cruise company or other supplier) named on your receipt. Details will be given at the time of booking. As an agent, we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

You may wish to purchase packages from tour operators booked through us as your agent, or individual flights, hotel, or other services featured on our website. Each component or package will be provided by different third party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. Since you create your own travel arrangements by adding each component separately to create your own bespoke booking, this is not a package and therefore you are not protected under the Package Travel Regulations unless we specifically assist you in booking a package which is provided by a third-party tour operator. Until a component has been confirmed by the individual supplier, no contract has been formed.

### 19. Cancellation and amendment

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the supplier may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below.

Requests to alter bookings will be taken only from the lead member of the party. Where the request can be met, we will confirm the amendment by issuing a revised Confirmation Invoice. We will make an administration charge of up to £50 per person, per amendment (maximum £150 per booking reference number) which will be payable along with any price increase for the altered arrangements. In addition to our own administration charge, we will pass on any administration charges made by the relevant airline or other supplier(s).

### 20. Changes or cancellations by the supplier

We will inform you of any changes or cancellations as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

### 21. Our service charges

In addition to the amendment charges shown in clause 19 above, in certain circumstances we apply a service charge for the services we provide. These charges will be confirmed at the time of booking. Please note that the term Service Charge does not refer to us putting together a holiday package; it is our standard charge for the service of acting as booking agent.

### 22. Payment

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

### 23. Our responsibility for your booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, if we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises because of our negligence or that of any of our employees whilst acting in the course of their employment.

If for any reason any court or authority determines that we have acted outside of our agency status in any circumstances, or we confirm to you that we are the principal, we will be acting as principal rather than agent in relation to that booking. In such cases, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents. The limitations contained in Section C of these booking conditions will also apply.

## SECTION C: PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser. Please note that if you book a package and we are not the Organiser, then we will be acting as agent and you must read sections A & B above, together with the terms and conditions of the relevant tour operator/supplier.

### 24. Definition of package

A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:- (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

### 25. Pricing and surcharges

Changes in fees (including transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates) and services mean that the price of your travel arrangements may change after you have

booked your holiday. However, there will be no change to the cost of your holiday within 30 days of departure. In relation to package holidays, we will absorb and you will not be charged for any increase equivalent to up to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding insurance premiums and amendment charges), 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 monies paid, except for any amendment charges and cancellation charges already incurred. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date shown on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

### 26. If we change or cancel your arrangements

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 major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases, we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of London airport for example between Heathrow and Gatwick, change to channel crossing between ferry and tunnel, change of accommodation to another of the same or higher standard, changes of carriers. Some of our holidays will be accompanied by an expert, and their name will be mentioned in our promotional material if this applies. From time to time it may be necessary, due to unforeseen circumstances, for us to withdraw the services of the expert, or provide an alternative expert instead. If we do this, then this is a minor change to your holiday. From time to time we may need to change the ferry crossing on our holidays. A change of ferry crossing route is a minor change to your holiday. If we cannot sail from a particular ferry port, then we will still pick you up from your booked coach pick up point, and then take you to an alternative ferry port instead. Where necessary we may substitute an overnight ferry for an overnight hotel, or vice versa, but your pick up point and holiday duration will remain the same. Please note that carriers such as airlines used in the brochure may be subject to change.

**Cancellation:** We will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. 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. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases, we will pay compensation (see below).

**Insurance:** If we cancel or make a major 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:** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

### IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Period before departure in which we notify you	Amount you will receive from us per person
More than 56 days	£ nil
56 to 29 days	£10
28 to 14 days	£15
Less than 14 days	£20

Force Majeure. We will not pay you compensation if we must cancel or change your travel arrangements in any way because of force majeure, see clause 14 above.

### 27. Cancellation by you

Should you or any member of your party decide to cancel your/their booking once it has been made, notification of the cancellation instruction will be required in writing from the lead member of the party.

The effective date for cancellation is the date when we receive your written instructions at our registered office. Notification by email will be accepted and, for the purposes of calculating cancellation charges, emails will be treated as having been received by us 24 hours after they are sent. Receipt of emails will be acknowledged. We will have no liability to you in the event of emails not being received, or their delivery being delayed, for technical or other reasons.

If you or any member of your party cancels, a charge is payable by the lead member of the party by way of agreed damages to cover our estimated losses, calculated on the scale set out below:

Period before departure by which written instructions are received by us	Cancellation charge – shown as a percentage of total price (excluding insurance premium)
90 days or more	Loss of deposit/amount paid at time of booking
89-42 days	50% or deposit (whichever is greater)
41-28 days	75% or deposit (whichever is greater)
27-14 days	90% or deposit (whichever is greater)
13-0 days	100% or deposit (whichever is greater)

Please note that for some flight bookings full payment will be required at the time your booking is made. Many flight bookings are non-changeable and cannot be altered/cancelled without 100% cancellation charges being applied, even where such cancellation occurs shortly after the booking has been made.

You may be able to make an insurance claim if the reasons for your cancellation fall within the terms of your insurance cover.

### 28. Our responsibilities to you in respect of package holidays

1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. 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:-

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

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

(i) for loss of and/or damage to any luggage or personal possessions and money, the maximum amount we must pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind;

(ii) for claims not falling under 3(i) above and which don't involve injury, illness or death, the maximum amount we must pay you in respect of these claims is twice 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.

(iii) for claims in respect of international travel by air and sea, or any stay in a hotel, 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.

4) 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. 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.

5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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 which based on 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.

7) Excursions or other activities that you choose to book while you are on holiday are not provided by our company and do not form part of your contract with us. Such arrangements are therefore not covered by The Package Travel, Package Holidays and Package Tours Regulations 1992. 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/activity. 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) We do not exclude or limit any liability for death or personal injury that arises because of our negligence or that of any of our employees whilst acting in the course of their employment.

### 29. Delays, missed transport arrangements and other travel information

We cannot accept liability for any delay in your transport to or from the UK where the cancellation or delay is caused by adverse weather conditions, re-scheduling of times by an airline, decisions made by the port/airport authorities and/or the action of air traffic controllers, mechanical breakdown, strike, industrial action or otherwise. However, in certain circumstances, you may be able to make a claim under your insurance policy if the reasons for the delay fall within the terms of your insurance cover.

### 30. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

These booking conditions were published on 6 March 2018. For the latest version of these booking conditions please visit our website, [www.arenatravel.com](http://www.arenatravel.com).