

Exemplar Travel is a trading name of Worldwide Escapes Ltd.

These Booking Conditions, our privacy policy together with any other any other written information we brought to your attention before we confirmed your booking form the basis of your agreement with Exemplar Travel ('we', 'us' or 'our'.) 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 transferred.

Because you can book different combinations of travel arrangements through us, we use different terms to describe them: a 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018; a 'single element' is a booking of accommodation or transport booked on its own. Where you add more than one single element to your booking (for example a flight booking and a separate hotel booking), we call that a 'multi-contract package' because you are entering into multiple contracts with multiple suppliers and we are facilitating those separate contracts with each respective supplier. A 'third party package' is a package that has been organised by another travel company; and 'a single contract package' is a package organised by us sold at a single price under one contract. 'Arrangements' are all the holiday, tour and other arrangements detailed on your confirmation (including any additions or amendments).

Where you book a single-contract package, your contract for the supply of the Arrangements making up the package will be with us but otherwise:-

## We act as a booking agent

When making your booking for a single element or a multi-contract package, we will arrange for you to enter into contracts with the airline, hotel, excursion or car hire companies providing the service(s) detailed on your confirmation (in these terms we call them 'suppliers'). We act as agent for those suppliers; their terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. We can make those available on request. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers. We are free to accept that offer on behalf of those suppliers or to reject it. Please note: Where we take on obligations in these terms in relation to multi-contract packages to for example, pay you compensation or provide you with assistance or alternative travel arrangements, we do so because we are obliged to do so under the Package Travel and Linked Travel Arrangements Regulations 2018, not because we have a contract with you to supply those arrangements.

## Your contract

You will receive standard information about your travel arrangements and details of their main characteristics before a binding agreement comes into existence. That information, these terms, where applicable the supplier's booking terms, our privacy policy and any other written information we brought to your attention before we confirmed your booking form the basis of your contracts in connection with the arrangements making up your booking. Please read all that information carefully as it sets out the scope of ours and the supplier's agreements with you as well as our respective rights and obligations. By making a booking, you agree to be bound by all such information, terms and conditions.

The suppliers whose services make up your arrangements make those supplies in accordance with their own terms and conditions which will also form part of your agreement 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.

Your contract for booking services and (in the case of single contract packages only) for the supply of arrangements will be governed by English law and any related disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland as appropriate can deal with any disputes (see also clauses 9 and 10).

## *The key terms of our agreement are:-*

1. When you book a third party package, a single element or multi-contract package, you will enter into a binding contract with the Travel Supplier(s) detailed on the confirmation we issue on their behalf. When you book a single-contract package, you will enter into a contract with us. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid the balance of the price of them,

- these charges will increase up to 100% of their cost, depending on how long before travel you cancel them;
2. You can make changes to your confirmed arrangements in certain circumstances. We will make a reasonable charge for processing these changes;
  3. We or the supplier(s) may make changes to and cancel your confirmed arrangements but we or the supplier will pay you compensation in certain circumstances if that happens;
  4. We or the suppliers are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.

## Information Accuracy

Please note, advertised information and prices may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 8.

## 1. Booking and Payment

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. Following an enquiry, we will often provide you with one or more options for different arrangements to enable you to decide which is most appropriate. Where we do, these arrangements will be identified as being 'proposals'. Such proposals do not constitute a binding contract between you and us or any supplier identified. Once you have decided which arrangements you would like to book, subject to the applicable supplier(s) having those arrangements available, you must pay a deposit as required by the supplier(s) of the arrangements in question (or full payment if booking within 12 weeks of departure). You must also pay all applicable insurance premiums, booking fees and credit/debit charges which apply.

Your booking is confirmed and a contract between you and us or the supplier (s) of the arrangements in question will come into existence when the appropriate payment has been made in respect of the holiday arrangements booked and we despatch to you, the confirmation invoice(s). If your confirmed arrangements include an ATOL protected flight, we will also issue you with an ATOL Certificate.

Please check your confirmation invoice, ATOL Certificate and any other documentation provided carefully and report any incorrect or incomplete information to us immediately as changes may not be able to be made later and your rights may be affected as a result. You must ensure that names are exactly as stated in the relevant passport.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If we do not receive this balance in full and on time, in the case of single contract packages we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5 will become payable. For all other bookings, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

We accept all forms of payment. Cheques should be made payable to Worldwide Escapes Ltd. We also accept payment by bank transfer, please ask us for our bank details.

As agent, all monies you pay to us for arrangements will be held on behalf of the suppliers(s) concerned.

## 2. 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. You should then confirm your requests in writing. 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. We do not accept bookings that are conditional upon any special request being met.

## 3. Disabilities and Medical Problems

We will do our utmost to cater for any special requirements you may have. We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. We may require you to produce a doctor's certificate

certifying that you are fit to participate in the tour. 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.

#### 4. Your Holiday Price

The price of your travel arrangements has been calculated using exchange rates as quoted in the Financial Times Guide to World Currencies on an ongoing basis. The prices on our website are for guidance purposes only and the price of your arrangements will be confirmed at the time of booking. Once your booking is confirmed and you have paid a deposit or full amount if you book within eight weeks of departure, the price of your arrangements as shown on your confirmation invoice is guaranteed and will not be subject to any changes or surcharges, (except where an error has been made by us) unless you elect to change the confirmed booking. In return for this commitment to you at no time are we liable to give you a breakdown of costs nor refund you for any exchange rate movements or cost adjustments that may reduce the cost of your arrangements. Please note that we reserve the right to amend the price of unsold arrangements at any time and correct errors in the price of confirmed arrangements.

#### 5. If You Change or Cancel Your Booking

If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, 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 either we or the supplier will be able to meet your requested change. We and/or the supplier may charge amendment charges (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £25 per person per change. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. Please ensure that you have received written confirmation of any changes to your booking prior to travel.

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking your travel agent on your behalf must be received at our offices and will be effective from the date on which we receive it. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

The percentage below relates to the total cost of the arrangements in question (excluding insurance premiums and amendment fees) and the period relates to the period of time prior to departure that the cancellation is received by us:

Period before departure	Cancellation charge per person
Up to 56 days prior	deposit only
55-43 days prior	50%
42-22 days prior	70%
21-14 days prior	90%
13-0 days prior	100%

**Special Note:** Certain arrangements (in particular, flights) may incur a cancellation charge of up to 100% of that part of the arrangements irrespective of the amount of notice of cancellation you give in addition to the sums detailed above.

If you have booked a single contract or multi-contract package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these terms) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of the Travel Suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

If you have booked a single contract or multi-contract package, you may cancel your arrangements prior to their commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances are occurring at the place where your Arrangements are due to be performed or its immediate vicinity; ii) those circumstances make it impossible to travel safely to the travel destination; iii) the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. In this event, you will receive a refund without undue delay of any payments made but this is the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

## 6. If We or The Suppliers Change or Cancel Your Booking

Because we and suppliers plan your arrangements many months in advance, in some circumstances both we and they must make changes to them and cancel them.

Where we refer to a 'price reduction' in this clause and in clause 7, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 7.

### *Changes and cancellations before departure*

Most changes will be insignificant and we and the applicable supplier(s) reserve the right to make them. If we or the applicable supplier makes an insignificant change to the main characteristics of your arrangements we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Occasionally, we or the applicable supplier(s) have to make a significant change and we reserve the right to do so. (However, we will not do so after the date on which the final balance of the cost of your arrangements is due). A significant change is one where we or the applicable supplier(s) significantly alter any of the main characteristics of your confirmed arrangements. Examples of significant changes include the following changes when made before departure:-

- a change of accommodation to that of a lower official classification or standard to that originally booked for the whole or a major part of the time you are away;
- a change of outward departure time resulting in the overall length of time you are away being reduced by twelve hours or more for arrangements which are 2 weeks or less in duration;
- a change of UK departure point to one which is substantially more inconvenient for you (except between airports within or around the same city for example London Gatwick and Stansted Airports).
- Where we or the applicable supplier(s) can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation and this will have a significant impact on your arrangements.

If we or the supplier has to make a significant change or cancel before departure and before the date on which the final balance of the cost of your arrangements is due, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i* (for significant changes) agreeing to the changed arrangements,
- ii* accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii* accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you choose option ii) above, subject to the following exceptions as well as the limitations and exclusions in section B of clause 7, where you have booked a single or multi-contract package we will where appropriate pay you reasonable compensation. We will not pay you compensation where:-

- i* we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- ii* we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 8;
- iii* we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i* we make an insignificant change;
- ii* we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii* where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

### ***Changes and cancellations after departure***

If we become unable to provide a significant proportion of any single or multi-contract package after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate.

Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with the clause above, where appropriate, we will pay you compensation subject to section B of clause 7. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost.

Where we are unable to ensure your return as agreed because of unavoidable and extraordinary circumstances which directly prevent you from travelling safely back to your point of departure, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

### ***Changes to and cancellations of single element bookings and third party packages both before and after departure***

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed single element or third party package arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

## **7. Our Responsibility For Your Booking**

### ***A. Our responsibilities differ according to what you have booked:***

#### ***In relation to bookings of single-contract or multi-contract packages***

We act as a booking agent in relation to each separate element of a multi-contract package. Your booking in each case is with the supplier in question. However, in relation to those bookings, as well as single contract packages, we are obliged by the Package Travel and Linked Travel Arrangements Regulations 2018 to accept responsibility as an "organiser" under those Regulations. Subject to these terms, if we or the supplier (s) fail to arrange or perform your arrangements in accordance with the agreement in place, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you reasonable compensation subject to clause B of this clause. Please note that it is your responsibility to show that we or the supplier (s) have been negligent in performing or arranging the arrangements if you wish to make a claim against us.

Please note that it is a condition of our acceptance of the responsibility above that you inform us and the supplier (s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please make contact with the representative detailed on your itinerary or call our 24 hour emergency helpline which is +44 (0) 7854 069766.

#### ***In relation to all third party packages and single element bookings***

As booking agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. Your booking is directly with the supplier. Other than where we are negligent in the provision of our booking services to you, we accept no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your arrangements.

Specifically, we will not be liable for any act or omission by any person not employed directly by us or under our immediate control and whilst we have chosen our suppliers with care we have no control over them and so cannot be held responsible for any of their acts or omissions, or those of their servants, agents or employees.

## ***B. Limitations on our responsibility***

In these terms, our responsibilities are limited, and our duty to pay compensation is limited as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 8.

We will not be responsible, make a price reduction or pay compensation:-

- (a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- (a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and any applicable supplier(s) strictly in accordance with the complaints procedure set out in these terms.
- (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- (c) deduction that we must make to take account of any money which you have received or are entitled to receive in relation to your claim or complaint from any transport provider or hotelier.

Please also note that 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.

## ***Luggage or personal possessions and money***

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money 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 assumed to have adequate insurance in place to cover any losses of this kind.

## ***Claims covered by an International Convention***

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted 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 us for copies of these Conventions.

***Any other claims which don't involve injury, illness, death or damage caused by us or any Travel Provider intentionally or negligently; or other liability that can't be limited by law***

The maximum amount we will have to pay you in respect of all such claims relating to bookings of single-contract packages and multi-contract packages is three times the price paid by or on behalf of the person(s) affected in total. The maximum amount we will have to pay you in respect of all such claims relating to bookings of single elements and third party packages is an amount equivalent to the price paid by or on behalf of the person(s) affected in total. These maximum amounts will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

## **8. Unavoidable and Extraordinary Circumstances:**

Except where otherwise expressly stated in these booking conditions we will not be liable or give you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. 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 adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

### *Assistance in the event of difficulty or unavoidable and extraordinary circumstances*

Except where you have booked a single element or third party package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances which directly prevent you from travelling safely back to your point of departure. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please make contact with the representative detailed on your itinerary or call our 24 hour emergency helpline which is +44 (0) 7854 069766.

## 9. If You Have a Complaint

If you have a problem while you are away, please inform the relevant supplier (e.g. your accommodation supplier, airline), and/or local Representative or agent (if there is one) immediately who will endeavour to put things right. If there is no local Representative or Agent you must contact us on our 24 hour emergency helpline which is +44 (0) 7854 069766. If your complaint is not resolved locally, you must follow this up within 28 days of your return home by writing to our Customer Services Department at 17 London Road, Alderley Edge, Manchester, SK9 7JT 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. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. If the matter cannot be resolved and it involves us or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA. See Clause 10 or you may wish to refer the matter to the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr>.

If you fail to follow this procedure, there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

## 10. ABTA

We are a member of ABTA, membership number J9943. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with a booking you make either with or via us. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims

which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 11. Passport, Visa and Immigration Requirements and 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 [www.passport.gov.uk](http://www.passport.gov.uk)

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk) 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 [www.fco.gov.uk](http://www.fco.gov.uk)

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.

## 12. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are away are not part of any arrangements provided or booked by 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.

## 13. Travel Insurance

Having adequate travel insurance for the entire duration of travel is a condition of your booking either with us or the supplier in question and this must be arranged prior to departure. Otherwise, you make and take these travel arrangements at your own risk and cost. In any event, we strongly advise that you take out a policy of insurance in order 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 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. Please contact us should you require an introduction to an insurance provider who will assist with your insurance needs

## 14. Your Behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. 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 of our other guests 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 arrangements 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 service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service 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 from the hotel. 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. 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.

## 15. Your Financial Protection

We provide financial security for flight inclusive single contract and multi-contract packages and ATOL protected flights by way of a bond held in favour of the Civil Aviation Authority under ATOL number 10587. 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. For further information, visit the ATOL website at [www.atol.org.uk](http://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.

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). 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 these services, including any claim against us, (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.

Third party packages will be protected via arrangements made by that third party (please see their terms and conditions for details) but if you book single element arrangements your monies will not be financially protected. Please ask us for further details.

If the supplier that you have chosen doesn't offer such protection we may be able to offer suitable insurance cover under the ABTA Protection Plan. Please ask for full details.

## 16. Flights, Delays and Denied Boarding

The following clause applies to arrangements booked with us that are inclusive of flights.

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community. The carrier(s), flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by detailing carriers to be used or likely to be used on our website's Airline Information Pages and 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 despatched we will contact you as soon as we can to let you know and in all cases at check-in or the boarding gate. Such a change is deemed to be an insignificant change in accordance with clause 6.

We use the scheduled services of the world's international airlines and whilst these airlines are rarely subject to lengthy delays there are occasions where airlines are subject to operational delays, change of aircraft and routing, over which we have no control. Where this does occur it is the responsibility of the airline or transport provider concerned to provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay which is due to any of the reasons set out in clause 8 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).

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. 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 the airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel which is part of the Civil Aviation Authority [www.caa.co.uk](http://www.caa.co.uk). This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.