

## 2 BY 2 HOLIDAYS LIMITED

### BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy, Website Terms of Use and any other written information we have brought to your attention before we confirmed your booking, form the basis of your contract with 2 by 2 Holidays Limited, whose company number is 4689454 ("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 added or transferred to a booking.

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

- has read these Booking Conditions and has the authority to and agrees to be bound by them
- consents to our use of information in accordance with our Privacy Policy
- is over 18 years of age and where placing an order for services with age restrictions declares that all members of the party are of the appropriate age to purchase those services
- has provided accurate information on the Booking Form, including but not limited to names, contact information and any special requirements
- accepts financial responsibility for payment on behalf of all persons detailed on the booking
- will pass on all information regarding the booking to the other members of the group

#### 1. Booking & Paying for your Holiday

A booking is made with us when you return your Booking Form, pay us the agreed deposit and we issue you with a booking confirmation. By asking us to confirm your booking and by paying a deposit, the person making the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking.

You will be required to pay the following non-refundable deposit(s)/advance payments, with later payment of the remaining balance as follows:

	To be paid at time of booking			To be paid later
	Basic Deposit	Flights & Other Advance Payments	Extra Deposit	Remaining Balance
<b>Standard Booking</b>	15% on land arrangements or £200 per person, whichever is greater	Flights & any other items requiring advance payment (e.g. gorilla & chimp permits, some park fees, sports tickets and similar)	Any extra deposit required e.g. for trains, cruises, villas, peak period travel (as advised at time of booking)	60 days before departure

<b>Group Booking</b> (8 or more passengers)	20% on land arrangements or £200 per person, whichever is greater	Flights & any other items requiring advance payment (e.g. gorilla & chimp permits, some park fees, sports tickets and similar)	Any extra deposit required e.g. for trains, cruises, villas, peak period travel (as advised at time of booking)	90 days before departure
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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 confirms the details of your booking. If your confirmed arrangements include flights that fall within the Air Travel Organisers Licence (ATOL) scheme, we will also issue you with an ATOL Certificate.

Please check your booking confirmation, invoice and all documentation carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any documentation within ten days of our sending it out to you. We will do our best to rectify any mistakes notified to us outside these time limits but you must meet any costs involved in doing so.

Payment must be made in the currency stated on the invoice and you are responsible for any bank charges incurred. If we do not receive your balance in full and on time in accordance with the table above, we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in clause 14 below will become payable.

On occasion we may be asked by suppliers to make payment to them earlier than normal (e.g. to secure accommodation or other services in busy periods). Whilst they may have no contractual right to make such requests, failure to comply may result in the loss of confirmed arrangements. In such circumstances we reserve the right to ask you to make payment of the requested sum within a stipulated period and before the balance due date. We will of course try to avoid doing this if we can. Any such early payment will be non-refundable except as set out in clause 15.

If you are booking your holiday through one of our authorised travel agents, all payments made to them are held by them on our behalf. If you book a holiday through a travel agent who is not a member of ABTA or the Travel Trust Association, all payments must be made to us directly and not to your travel agent.

## **2. Holiday Prices & Surcharges**

We endeavour to ensure that all the information and prices on our website, in our brochures, newsletters and other promotional materials are accurate. Hotel classifications given are for guidance only. They are not based on any international classification system, but are the subjective opinion of our staff or representatives. Photographs are indicative only and may not be of the exact room you have been quoted for. Prices do fluctuate and occasionally 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. We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed.

Once the price of your holiday has been confirmed, we will only increase or decrease the price in the following circumstances. A surcharge or refund (as applicable) will be payable if there are changes to transportation costs, park fees, government levies, VAT, dues, taxes, fees or similar. Such variations could include but are not limited to fuel, airline surcharges taxes, embarkation or disembarkation fees at

airports, 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 up to 2% of the price of your holiday (excluding any amendment charges). You will only be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding 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 all monies paid to us (except for any amendment charges). Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you were unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above by more than 2% of your confirmed holidays cost, then any refund due will be paid to you. However please note that some apparent changes will 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 60 days of your departure.

Please be aware that you may be subject to local tourist taxes, conservation levies and other taxes over which we have no control. It is your responsibility to ensure you are aware of the applicable taxes in your destination.

### **3. Special Requests**

If you have any special requests (e.g. dietary requirements, hotel room), you must advise us in writing at the time of booking. We will advise the airlines and hotels of any reasonable requests but regret we cannot guarantee they will be fulfilled. All requests will be subject to availability.

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. We do not accept bookings that are conditional upon any special request being met and failure to meet any special request will not be a breach of contract on our part.

### **4. Excursions**

All efforts will be made to include all the activities mentioned in your itinerary. However we cannot be held responsible for adverse weather or other circumstances beyond our control. In such circumstances, we shall endeavour to arrange an alternative activity or attempt to refund you where possible. For certain activities you may be required to demonstrate a certain level of competence and we reserve the right to refuse your participation if it is felt that you could compromise your and/or another guest's safety for any reason.

Attacks by wild animals are rare, but we cannot guarantee that attacks will not occur so observe all sensible precautions. We cannot be held responsible for injuries caused during an incident with a wild animal. Personal disclaimers may be required for safaris and other potentially hazardous activities.

Age restrictions apply to many activities (eg game drives for young children; walking safaris, gorilla & chimp trekking). We cannot be held liable for any accidents or injuries caused as a result of ignoring these specified minimum age requirements. Children may participate in age-appropriate activities, provided they are accompanied by a responsible adult. We reserve the right to change the minimum age requirements as we see fit, in accordance with health and safety concerns.

Please note we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives and guides may put you in touch with local organisers of excursions if you request but we can have no liability for such

excursions, as your contract for such excursions will be with the local company providing the services and not with us.

## **5. Travel Insurance**

Travel insurance is very important and adequate insurance is a condition of your contract with us. It is your responsibility to ensure that your insurance fully covers all elements of your trip including cancellation charges, pre-existing medical conditions, medical expenses, potentially hazardous activities and repatriation in the event of accident or illness.

If you choose to travel without adequate insurance, we will not be liable for any losses, howsoever arising, in respect of which insurance cover would otherwise have been available.

Please read your policy carefully and take it on holiday with you, as the unexpected can always happen.

## **6. Frequent Flyer Clubs**

If you wish to collect points through an airline's frequent flyer club, it is your responsibility to let us know prior to booking and provide your membership details. If claiming after you have travelled, you will need to deal directly with the airline, within the appropriate time frame.

If you wish to use your points to purchase flights, you will need to make these arrangements directly with the airline as we are not able to access fares in this way.

## **7. Passports, Visas & Immigration Requirements**

It is your responsibility to check and fulfil the passport, visa and immigration requirements applicable to your itinerary at your own cost. We are able to give general advice to British citizens holding a British passport, but non-British citizens and non-British passport holders should check with their embassy or consulate for their current situation. Requirements do change and you must check the up to date position in good time before departure.

The names on your airline tickets must be the same as the names that appear on your passports. 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. Please note that most airlines require you to have two blank facing pages in your passport (per country) for entry stamps. It is your responsibility to ensure that your passport is suitable and will be accepted by the airline. We will not be held responsible if the air carrier does not allow you to board. For further information, please contact the UK Passport Office on 0870 5210410 or visit the following website:  
<http://www.gov.uk/browse/citizenship/passports>.

Similarly, it is your responsibility to ensure that you understand your visa responsibilities. You may need more than one visa, or multi-entry visas if you have multiple points of entry. Non British passport holders should obtain up to date advice on visa requirements from the embassy, high commission or consulate of your destination and any countries through which you will be travelling.

If travelling with a child under 18 years and only one parent is present, please be aware that you must have the permission of everyone with parental authority, before that child can be taken abroad. A letter from the relevant person is usually sufficient, which you must carry with you - as you may be required to present it at a UK or foreign border. The letter should contain the other person's contact details and details about the holiday. If you are a single parent but your family name is different from the child's, you are advised to travel with evidence of your relationship (eg birth certificate) and a divorce or marriage certificate. You should also check the requirements of the country you are travelling to as they may have additional specific requirements and the age limit up to which a person is considered a child may vary e.g. South Africa and Botswana, which have strict documentation requirements. It is your responsibility to comply with any such requirements, which are on the country's and certain airlines' websites (e.g.

[http://www.britishairways.com/cms/global/pdfs/South\\_African\\_requirements\\_for\\_minors\\_travelling\\_internationally\\_200515.pdf](http://www.britishairways.com/cms/global/pdfs/South_African_requirements_for_minors_travelling_internationally_200515.pdf).

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

## **8. Health Requirements**

It is your responsibility to check and fulfil the health requirements applicable to your itinerary, including inoculations, anti-malaria tablets and similar as we can only provide general information on this. You must check your own specific circumstances with your doctor, nurse or travel clinic as applicable, in good time before departure (ie at least 10 weeks prior to travel). This includes obtaining a yellow fever certificate (which must be carried with you) in countries where this is required.

If your itinerary includes high altitude travel over 10,000 feet (3,048 m) and you suffer from circulation, heart or respiratory problems, you must consult with your doctor before confirming your booking.

## **9. Government Travel Advice**

When travelling in third-world countries, take all sensible precautions. The Foreign and Commonwealth Office (FCO) travel advice unit monitors all overseas destinations. In order to be fully informed of safety, crime rates, political stability and local customs in the countries to which you will be travelling, you can obtain up to date advice from their website <https://www.gov.uk>. On occasion it may be necessary to cancel trips, re-route itineraries or make other changes based on their advice.

## **10. Disabilities & Wheelchair Accessible Travel**

When booking a holiday with us, you must be fit to travel. If you or any member of your party has any medical problem or disability which may affect your holiday, it is your responsibility to inform us of the full details in writing and ensure the services we provide are suitable. You will need to complete a supplementary questionnaire and if we reasonably feel unable to properly accommodate your particular needs, we reserve the right to decline your reservation. Airlines may require you to produce a doctor's certificate certifying that you are fit to travel and request additional medical forms, which will need to be completed and accepted by them, before we can confirm your flights. Please be aware not all airports have lifting equipment and we cannot be held responsible for airlines refusing to accept power wheelchairs or other medical equipment. This needs to be approved on a case-by-case basis at the time of booking.

If there are any changes to your condition between the date of booking and the date of travel that could affect your holiday, you must inform us in writing and we retain the right to cancel your holiday and impose the applicable cancellation charges, as per clause 14. Likewise if during your holiday you become unfit to continue with your travels, we retain the right to cancel the remainder of your travel arrangements, without any compensation and at no liability to us. If the reasons for the cancellation or curtailment are covered under the terms of your insurance policy, you may be able to reclaim these cancellation charges. This needs to be done directly with your insurance company.

If you do not disclose your disability in writing at the time of booking and this comes to our attention prior to your departure, we also retain the right to cancel your holiday and impose the applicable cancellation charges. If it comes to our attention during your holiday, we retain the right to cancel the remainder of your travel arrangements, without any compensation and at no liability to us.

Please note that our driver/guides are there to provide accessible transport and guiding, but are not authorised to act as carers. This includes but is not limited to toileting and personal care, lifting, pushing of wheelchairs, administration of medication or any medical procedures. If you are unable to provide for

your own personal care, you will need to travel with a carer who needs to be included in your booking. Be aware that in many of our destinations, accessible accommodation is limited and often not to the same standard as in your own country. Ramps may be required at times and your carer may need to lift you onto transport.

## **11. Force Majeure - Events Beyond Our Control**

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(s) of the service(s) 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 airport, port or river authorities, port or airspace closure, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside the control of us or our supplier(s). Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **12. 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.

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.

## **13. If You Change Your Holiday**

If, after the contract between us has come into existence, you want to change any part of your holiday, you must inform us as soon as possible. This should be done by the first named person on the booking. We will do our best to assist, but we cannot guarantee that we will be able to meet your requested change. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, so 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 will be payable in accordance with clause 14.

**Transfer of Booking:** If any member of your party is prevented from travelling, that person may transfer their place to someone else providing we are notified not less than 30 days before departure and you pay an amendment fee of £50 per person transferring, meet all additional costs and charges incurred by us or imposed by any of our suppliers and the transferee agrees to these Booking Conditions and all other terms of the contract between us. Where flights are not transferrable or refundable, new flights will need to be purchased for the transferee at your own cost. If you are unable to find a replacement, cancellation charges as set out in clause 14 will apply. No refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements (eg flights, permits, tickets) 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.**

#### 14. If You Cancel Your Holiday

If you or any other member of your party decides to cancel a confirmed booking, you must notify us in writing by email or recorded delivery post. As proof of receipt by email of your notification to cancel, you must receive and retain written acknowledgement from us. Your notice of cancellation will only take effect from the date on which your email is acknowledged or your letter is received by us.

The following cancellation charges are payable, which will be deducted from any monies you have already paid to us:

Period before departure	Cancellation Charge	
	Standard Booking	Group Booking
More than 90days	Loss of deposit	Loss of deposit
60 to 90 days	Loss of deposit	100% of holiday cost
Less than 60 days	100% of holiday cost	100% of holiday cost

Please be aware that part-cancellation of a booking may lead to increased costs for the remaining members. Amendment charges are not refundable in any circumstances. No refunds will be given for meals or activities included in the booking that you choose not to use.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. This needs to be done directly with your insurance company.

**Important Note: Certain arrangements (eg flights, permits, tickets) may not be cancelled after they have been confirmed and could incur a cancellation charge of up to 100% of that part of the arrangements, in addition to the charge above.**

#### 15. If We Change Or Cancel Your Holiday

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

**Changes:** If we make a minor change to your land arrangements, 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 change of accommodation to another hotel of the same or higher standard. Occasionally we may have to make a major change to your confirmed arrangements. Examples of major changes include the following, when made before departure:

- significant changes to your itinerary, e.g. missing out one or more destination entirely.
- changes of accommodation to a lower standard for the whole or significant part of your holiday - change in overall length of your arrangements

Please note that a change affecting a stay in a hotel during a tour, where the hotel itself is not the focus of the tour, does not constitute a major change.

**Cancellation:** We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of Force Majeure (see clause 11) or failure by you to pay the final balance. We may cancel your holiday before this date if, for example, the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a major 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:

- accepting the changed arrangements, for a major change
- accepting an offer of alternative travel arrangements of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or - having a refund of all monies paid.

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

**Insurance:** If you accept a refund after we cancel or make a major change, we will provide a full refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy

**Compensation:**

If we cancel or make a major change to your holiday less than 60 days before departure, we will pay you compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so:

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us per person</b>
60 days or more	£0
59 - 40 days	£10
39 - 28 days	£15
27 - 15 days	£20
14 days or less	£30

**Important Note:** We will not pay you compensation in the following circumstances: -  
where we make a minor change;

- where we make a major change or cancel more than 60 days before departure
- where we have to cancel your arrangements due to your failure to make full payment on time
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you
- we are forced to cancel or change your arrangements due to Force Majeure (see clause 11)

Please note that where arrangements with a higher price than the original arrangements are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. We will not pay compensation when such compensation is equal to or greater than the price difference between your original booking and the revised arrangements of higher quality, where no additional payment for the revised arrangements has been made by you.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

## **16. 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 any claim must be made directly with them.

## **17. Our Responsibilities**

We undertake to ensure that all parts of the holiday we have agreed to arrange as part of our contract with you will be provided with reasonable care and skill. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which 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.

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 acts and/or omissions of the person affected; or
- the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- unusual or unforeseeable circumstances beyond ours or our suppliers' 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.

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

- (a) Loss and/or damage to any luggage or personal possessions (including 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 assumed 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 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.
- (c) Claims in respect of international travel by air, sea and rail, 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). 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.
  - 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.

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. 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.

Please note we cannot accept any liability 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 booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- relate to any business.

We will not accept responsibility for services or facilities which do not form part of our agreement. 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. 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.

## **18. Your Financial Protection**

### **ATOL Bookings – Flight Inclusive Packages**

Customers living in the UK who book holidays that include at least one flight are protected by way of our Air Travel Organiser's Licence (ATOL) - number 9025 - a financial protection scheme run by the UK Civil Aviation Authority. If a travel firm fails, the full value of what you have paid for your holiday is covered, including flights and all ground arrangements. This includes repatriation if required.

ATOL will not protect you if you book all your own flights direct with an airline. It also does not protect you if you do not live in the 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 Civil Aviation Authority's website at [www.caa.co.uk/atol-protection](http://www.caa.co.uk/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 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 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.

## **Non-ATOL Bookings**

Holidays that do not meet the above criteria (e.g. you have not booked any flights, or you do not live in the UK), will be placed in our Trust Account in accordance with the Package Travel & Linked Travel Arrangements Regulations 2018.

### **19. Flights & Your Responsibility**

The carrier(s) and flight timings 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 etickets, which will be despatched to you approximately two weeks before departure.

You should check your etickets very carefully immediately on receipt, to ensure you have the correct flight times. If flight times change after etickets have been dispatched, we will contact you as soon as we are aware of this and let you know – but as some changes are made very late, it is always advisable check airline departure times online. The times shown on all e-tickets are local times and check in for both outward and return flights can be up to 3 hours prior to departure. It is your responsibility to adhere to airline luggage weight restrictions, which are sometimes as low as 15 kg on certain light aircraft flights, and any 'soft bag only' conditions.

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. We cannot be held responsible for these eventualities. We also cannot accept liability for any delay which is due to Force Majeure (see clause 11), or the behaviour of any passengers on any flight who, for example, fail to check in or board on time.

Air travel is subject to operational decisions of carriers and airports, which may result in delays and diversions. Please note that minor carriers sometimes change the departure time of their short-haul or domestic flights at short notice and, in some instances, schedules shown in the computer systems of international carriers differ from those actually flown by smaller local carriers. It is your responsibility to locally reconfirm each of your flights directly with the relevant carrier and we accept no liability for the consequences of flights missed due to your failure to reconfirm.

Passengers flying to long-haul destinations should be aware that flights are often full and sometimes overbooked, so you are strongly recommended to check in early. You may not always be seated together.

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. 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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). 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

Please note the existence of a "Community List" (see [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

### **20. Car Hire**

Car hire is subject to the terms and conditions of the relevant supplier. It is your responsibility to produce a valid UK, European or International driving licence, which must have photo ID. In order to pick up your hire car, you are required to leave credit card details with the car hire company, which must be in the name of the lead driver. Without a credit card, the car hire will be refused. Insurance and any other inclusions in the car hire contract will be stated on your documentation, as well as any additional charges payable by you locally in the appropriate currency.

## **21. 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.

Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 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.

## **22. 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 the relevant supplier (eg hotel manager) and our local representative immediately, as problems can be dealt with most easily on the spot. If you do not report a problem or complaint which, if it had been reported at the time it occurred, could have been resolved there and then, we cannot accept any liability in respect of that problem or complaint. When you are travelling in the developing world, please be aware that you may need to be reasonably resourceful if things go wrong. If your complaint is not resolved locally, please contact us directly and we will investigate as soon as possible.

If the problem cannot be resolved and you wish to complain further, you must write to us at our office within 28 days of your return, setting out full details of your complaint. Failure to follow this complaints procedure may affect ours and the applicable supplier's ability to investigate your complaint, and may affect your right to claim compensation.

If we cannot reach an amicable solution to any dispute, you have the right to refer it to the Association of Independent Tour Operators (AITO) which operates an Independent Dispute Resolution Service (details on request) using a mediator, provided the claim does not involve personal accident, injury or illness.

You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

## **23. Data Protection**

We will hold any personal data you supply us with (such as name, address, passport number and date of birth) on our database in accordance with the Data Protection Act 1998 and the General Data Protection Regulation 2018. We will need to share some of this information with third parties (including suppliers and airlines) to arrange and provide your holiday. This means we will be passing your details to third parties outside the United Kingdom, where less stringent data protection controls may be in place.

A number of governments are introducing new requirements for air carriers to provide Advance

Passenger Information (APIS) about all travellers on their aircraft, before the aircraft leaves the UK. This data will be collected when or after you make your booking, or when you check in. Where we collect this data, we will treat it in accordance with our privacy policy.

We also may need to disclose your data to public authorities or regulatory bodies such as immigration, to monitor or enforce compliance with applicable rules. According to IATA Resolution 830d, we are required to provide airlines with passenger emails and mobile phone numbers so that airlines can contact passengers regarding operational difficulties.

## **24. Supplier Conditions**

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.

## **25. Covid-19**

### **FCDO Advice**

Due to the Covid-19 pandemic, the Foreign, Commonwealth & Development Office (FCDO) at times advises against all but essential travel to a number of overseas destinations in which we operate. However, many of these destinations remain open and welcoming to tourists and flights to and from these destinations continue to operate. Whilst holiday destinations remain open to tourists, flights continue to operate and holiday services can be performed, we will continue to offer holidays to our customers who wish to travel.

If you book a holiday with us during the Covid-19 pandemic, you confirm that you have checked, understand and accept the FCDO travel advice relating to your chosen destination, including where there may be a requirement on you to quarantine either at your destination, or upon your return to your home country, and understand and accept that there is a heightened risk of travelling during the Covid-19 pandemic, beyond that associated with travel during ordinary times.

You also confirm:

- (a) you acknowledge and accept that there is a heightened risk associated with travelling during a global pandemic, including a risk you may contract Covid-19;
- (b) you have checked and are aware of the latest travel advice from your government in relation to your holiday destination and you have made an informed decision to book your holiday;
- (c) you shall comply with all rules, regulations, laws and requirements imposed on you, whether by governmental or regulatory authorities, suppliers, airports or ports, in relation to Covid-19, including (but not limited to) any requirement on you to self-isolate, whether in destination or upon your return home; to submit to a Covid-19 test (including temperature testing or a swab test); or to provide contact details for the purposes of track and trace;
- (d) where you make a booking to a destination subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges;
- (e) where, at the time of booking, your chosen destination is exempt from the FCDO advisory against travel, you acknowledge that this may change with very little or no notice, and if it does, you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges;
- (f) You confirm that you are authorised to accept this Acknowledgment of Risk on behalf of yourself and all travellers named on your booking.

### **Travel Advice**

For up-to-date travel advice from the UK government, visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travellaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

## **Insurance**

You must purchase specialist travel insurance policy available which includes specific cover for Covid-19 related issues and incidents which may affect your travel arrangements and/or travelling to a destination subject to a FCDO advisory against travel. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

## **Additional Cancellation Conditions**

Where you are choosing to travel to a destination subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges. You are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

Where your chosen destination is exempt from the FCDO advisory against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges, as you made your booking with full knowledge of the risks of travelling during the Covid-19 pandemic.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- (a) If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us immediately as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- a. Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by suppliers);
- b. If not everyone on the booking is affected, you will have the right to transfer your land arrangements to another person nominated by you, subject to their compliance with the requirements within our booking conditions. Flights, however, are not usually transferrable and will be forfeited;
- c. Cancelling your booking, in which case we will impose our standard cancellation charges as at the date of cancellation by you.

You may be able to claim these costs back from your travel insurance – please check your policy wording.

If this happens whilst you are on your holiday, please notify us immediately. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you.

Your travel insurance may cover some of these costs for you – please check the policy wording.

- (b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your holiday, or any part of the holiday, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

### **Your holiday experience**

You acknowledge that the suppliers providing your holiday will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability and temperature testing. We do not expect these measures to have a significant impact on your enjoyment of your holiday and all measures will be taken with the purpose of securing your safety and those around you.

### **26. 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.