

## Travelbound Booking Conditions

**Please read these booking conditions carefully, they form an important part of the contract for your holiday.**

All holidays advertised in our brochures and on our website are operated by SkiBound Limited number 1873956 (hereinafter called 'the Company', 'we', 'us' or 'our'), a member of the TUI AG group of companies with registered office at Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD and are sold subject to the following conditions:

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as applicable. When you make your booking you must pay the deposit requested per person – our events, tours and products have varying deposit amounts and payment schedules.

### **Insurance:**

Please note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

### **1. YOUR FINANCIAL PROTECTION**

- 1.1 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.
- 1.2 We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 2165 administered by the Civil Aviation Authority ('CAA'). 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.
- 1.3 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 1.4 If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claim 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.
- 1.5 The price of your holiday 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.
- 1.6 When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.
- 1.7 When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.
- 1.8 Any monies paid by group members to the lead name are held by the lead name solely as agent of the group member until such time as the Company has received that money.

- 1.9 We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com).
- 1.10 If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply.
- 1.11 We are a Member of ABTA, membership number V378X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

## **2. HOW TO BOOK**

- 2.1 To make a booking you can contact us in several ways: directly over the telephone or via the 'Contact Us' section on our website [www.travelbound.co.uk](http://www.travelbound.co.uk) ('Website'). The person making the booking must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of themselves and the entirety of their group.
- 2.2 We will only deal with the person who has set up the booking (the "lead name") in subsequent correspondence concerning changes, amendments and cancellations to the trip as a whole. The lead name is responsible for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
- 2.3 Please note that any monies paid by customers or members of your group and paid to party leaders/group organisers are held by party leaders solely as agents of the customer until such time as the Company has received that money.
- 2.4 At the time of booking, you must submit a signed booking form and pay an initial deposit as notified to you at the point of booking and as requested. This will, unless informed otherwise, amount to £40 per person (coach tours), £100 per person (air tours) and £100 per person (worldwide tours), except if travelling to Borneo, Cambodia, Cuba, Hong Kong, Japan, South Africa, Thailand or Vietnam where the initial deposit will be £150 per person. The Initial Deposit paid against any trip is non-refundable under all circumstances ('Initial Deposit'). You may also be required to pay for any non-transferable and non-refundable items such as entrance fees, permits, special air fares and attraction tickets. The total holiday cost must be paid in full at the time of booking for bookings made within 12 weeks of departure.
- 2.5 No later than eight (8) weeks after you have paid the Initial Deposit the Company must receive a second deposits of £100 per person for air tours and £60 for coach tours, except if travelling to Borneo, Cambodia, Cuba, Hong Kong, Japan, South Africa, Thailand or Vietnam where the second deposit will be £200 per person. All deposits paid are non-refundable except in the circumstances detailed in section 5. For group bookings, approximately 18 weeks before departure we will send you a Pro Forma invoice and final details forms for your party which you must complete and send to us so that we receive them no later than 16 weeks before departure. A final invoice will be sent approximately 14 weeks before departure (or instead a Confirmation Invoice for new bookings received less than 16 weeks before departure) and the full amount outstanding must be received by the Company no less than 12 weeks before departure. Should your Pro Forma/ final invoice be inaccurate due to amendments, this does not permit late payment of the final balance which remains due 12 weeks prior to departure. If the Company does not receive deposits and/or the full amount outstanding on the final invoice on the due date(s) your booking will be cancelled and you will lose any deposit already paid. All payments and final details forms must be received by the Company by the due dates as stated above. The Company reserves the right to make an administrative charge of up to £15 per person should final details forms not be received within these deadlines.
- 2.6 For offline payments please note that you must make each payment required by your schedule in the form of only one card payment or electronic transfer. We cannot accept individual payments from members of your group, due to the high cost of processing and banking them. If you insist on making payment using multiple methods, we reserve the right to charge you £10 for each such payment.
- 2.7 If you do not pay the deposits and/or balance by the due date your booking will be cancelled (and we shall have no further liability to you) and you will forfeit your deposits plus any other relevant charges. We do

not send reminders of when payments are due. The Company reserves the right to make an administrative charge of up to £20 per person on the booking for any payments that fail to reach us by the due date.

- 2.8 To pay your final balance, amend your booking, or discuss any other aspect of your holiday booked directly with us, call our Administration team.
- 2.9 Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of 2% (inc. VAT).
- 2.10 If we accept your booking, we will issue a Confirmation Invoice once you have paid the Initial Deposit. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your Initial Deposit payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 2 weeks before the departure of your holiday, and will not be issued unless payment of the due balance has been received and any cheques have cleared. We cannot accept any liability for tickets lost in the post. If you live outside the UK we will normally email any trip information documents. If requested in the trip information documents you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.
- 2.11 For group bookings, you are required to ensure that the complete details of each member of your party is completed by 16 weeks prior to departure. The Company reserves the right to make an administrative charge of up to £15 per person on the booking should the completed final details forms not be received by the due date and pass on any increased costs the Company suffers as a result of the failure to provide this information by the due date.
- 2.12 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or any member of your party or other people's enjoyment of the trip.
- 2.13 It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure and this information must be provided to us prior to the Balance Deadline for your trip.
- 2.14 If you wish to arrange your own flights you must contact us for approval before you book any flights notifying us of your intention to travel by air. We only offer transfers from certain airports, which change from year to year. You must ensure you provide us with full, accurate and up-to-date flight details as soon as possible including the exact arrival/departure airport, flight numbers and airlines. We require a forwarded copy of the e-ticket emailed to you (as flight confirmation) by the airline.
- 2.15 Please note that the Company accept no responsibility for your flights unless they are arranged by us and sold as part of the flight-inclusive package, nor can we refund or compensate you for any flights that you purchase directly.

### **3. PRICES, SURCHARGING AND AIR PASSENGER DUTY**

- 3.1 All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any peak-season supplements, upgrades or additional facilities which you have requested.
- 3.2 The prices, offers and information printed in our brochure/s and our terms and conditions are valid at the time of publication in September 2016 until publication of any revised edition. Prices have been calculated based on the Financial Times Guide to World currencies on 20<sup>th</sup> June 2016 using the following exchange rates:

Euro 1.25 Canadian Dollar 1.85 US Dollar 1.45 Icelandic Krona 175 Swiss Franc 1.4

- 3.3 Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer one or you may cancel your holiday booking and receive a full refund, 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. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, but we will refund you in full amounts exceeding such 2%, after deducting an administration charge of £1.00 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- 3.4 In all cases, we will only consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.
- 3.5 Where Air Passenger Duty "APD", which is payable by passengers departing from UK airports, is payable by members of your booking then the amount payable shall be included and detailed in the total price of your holiday. The price of your holiday will include applicable APD payments for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

#### **4. IF YOU CHANGE OR CANCEL YOUR BOOKING**

- 4.1 If, after our confirmation invoice has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of £20 per booking for each change, or (ii) wish to change to another of our holidays or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 56 days before departure and you pay £20 per person to cover our administration costs.
- 4.2 In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the holiday. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 56 days of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges.
- 4.3 Subject to section 4.4, where you are unable to travel you can transfer your booking to another person ("Name Change"), providing the following conditions are met:
- 4.3.1 you notify us in writing at least 14 days before departure of your trip and give us authority to make the transfer and your request is accompanied by all original travel documents which you have received and you provide the full name and address of the transferee; and
  - 4.3.2 the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and
  - 4.3.3 if the transferee organises its own travel insurance, the transferee shows us evidence of such holiday insurance; and
  - 4.3.4 payment is made by you of an administrative charge of a minimum of £30 per person plus of all costs charged or levied by those supplying your travel arrangements, including without limitation, coach providers and airlines.

Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses.

- 4.4 Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. Accordingly you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket.

4.5 You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by yourself in writing at Travelbound, Olivier House, 18 Marine Parade, Brighton, East Sussex BN2 1TL or email your Tour Administrator. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium, and apply, for each cancellation, to the per person cost of your booking.

Period before scheduled departure date when notice of cancellation is received	Cancellation charge per person as percentage of total booking price
More than 70 days before departure	1st & 2nd deposit £100 (coach tours) or £200 (air tours) or £350 (tours to Borneo, Cambodia, Cuba, Hong Kong, Japan, South Africa, Thailand or Vietnam) plus any non-transferable and non-refundable items such as entrance fees, permits, special air fares and attraction tickets
69 to 31 days before invoiced holiday	75% of the total departure price
30 to departure date invoiced holiday	100% of the total invoiced afterwards or holiday price

4.6 Please note that for certain travel arrangements, e.g. many scheduled transport providers, the cancellation charge can be higher than those shown. In certain case a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets.

4.7 Any additional deposit paid for confirmation of a holiday addition, flight upgrade, or in resort extras will be included in the scale of cancellation charges detailed below. Should cancellation occur more than 69 days from departure, the cancellation charge will, therefore, be loss of deposit plus this additional payment.

4.8 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company. We will provide confirmation of cancellation only if you have fully cancelled your place in writing or on the booking system prior to departure.

4.9 Bookings are based on the number of passengers submitted by the Lead Name. If any cancellation or lack of interest reduces the number of paying members below the minimum number required for a particular holiday price or concession (including free places), we reserve the right to re-cost the price of your holiday and the invoice will be adjusted accordingly for all remaining group members. If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or by yourselves, the remaining participants would then be required to pay the relevant single supplement.

4.10 All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name and in writing and in English and delivered by email or sent by recorded delivery post to Travelbound, Olivier House, 18 Marine Parade, Brighton, East Sussex BN2 1TL, and are only effective upon receipt by the Company.

## 5. IF WE CHANGE OR CANCEL YOUR BOOKING

5.1 We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

5.2 We plan the arrangements for your holiday many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in your documentation are for guidance only and subject to change. Your actual flight timings will be shown on your ticket (including any e-ticket itinerary), which you should check carefully as soon as you receive it. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination; a change in accommodation to that of a lower category; a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a significant change of UK departure airport (excluding changes between London airports, London, Ebbsfleet and Ashford stations and between Dover/Folkestone ports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes (see **DEFINITIONS**). When a major change occurs, you will have the choice of either:

- 5.2.1 accepting the change; or
- 5.2.2 accepting a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one; or
- 5.2.3 cancelling your holiday, in which case you shall receive a refund of all monies paid.

5.3 We may also have to cancel your holiday arrangements. Operation of all holidays is dependent on a minimum number of persons booking the holiday. If that number is not achieved, we reserve the right to cancel the holiday. However we will not cancel your holiday less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the Initial Deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement holiday from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

5.4 Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure or consolidation due to minimum numbers not being attained, failure on your part to pay the Initial Deposit and/or Second Deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

Period before scheduled departure date when we notify you of a major change or cancellation	Compensation payable per person
More than 56 days	Nil
56 – 43 days	£8
42 - 29 days	£12
28 days or less	£15

5.5 This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any person using a free place will not receive any standard compensation payment.

- 5.6 We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.
- 5.7 Circumstances amounting to “force majeure” include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.
- 5.8 Under European law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us. Your right to a refund and/or compensation from us is set out in section 5. If any payments to you are due from us, any payment made to you by the airline will be deducted. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at [www.caa.co.uk](http://www.caa.co.uk).
- 5.9 **DEFINITIONS** – a major change includes (but is not limited to) the following
- 5.9.1 A significant change to your UK departure airport where an additional 4 hours travelling time is incurred (according to MapPoint);
- 5.9.2 A significant change of destination;
- 5.9.3 A change of accommodation to one with an officially lower rating;
- 5.9.4 A change or more than 12 hours to your scheduled time of departure or return;
- 5.9.5 A change from a day to a night flight involving a difference of more than 4 hours in your departure time;
- 5.9.6 A significant increase in the price of your holiday;
- 5.9.7 Any change in the airline, the type of aircraft, or an indirect flight from that stated in the brochure or on your ticket does not count as a significant change;
- 5.9.8 If your final payment is delayed beyond the due date you will not be eligible for compensation payment and the Company will invoke conditions as stated in ‘HOW TO BOOK’.

## **6. OUR LIABILITY, CONDITIONS OF CARRIAGE AND LIMITATIONS**

- 6.1. Our contracts with hotels and carriers provide for the allocation of rooms or seats to us. Your booking will normally be made within those allocations but no specific rooms or seats can or will be confirmed. However, we accept responsibility for ensuring that all component parts of the holiday which you book with us are supplied to you as described and to a reasonable standard.
- 6.2. Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided and the services and facilities will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.
- 6.3. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies’ contractual terms, or the international conventions, from our offices at Travelbound, Olivier House, 18 Marine Parade, Brighton, East Sussex BN2 1TL.

- 6.4. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or 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 neither we, nor our agents or suppliers could have foreseen or forestalled.
- 6.5. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.
- 6.6. If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your holiday booking up to a total cost to us of £5,000 as long as the following conditions are met:
- (a) you must ask us for such assistance within 90 days of the misadventure;
  - (b) you must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
  - (c) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance.
- 6.7. If you are joining the holiday locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group.
- 6.8. We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the basis of this understanding. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.
- 6.9. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.



## **FLIGHT NOTICE, FLIGHT INFORMATION AND EU BLACKLIST**

- 6.10. This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.
- 6.11. Air carrier liability for passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.
- 6.12. Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 11,3000 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- 6.13. Advance payments: If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.
- 6.14. Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.
- 6.15. Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.
- 6.16. Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.
- 6.17. Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
- 6.18. Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.
- 6.19. Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.
- 6.20. Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.
- 6.21. Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.
- 6.22. In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/>.
- 6.23. In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: British Airways, Easyjet and Ryanair. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.
- 6.24. Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have

suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

## **7. COMPLAINTS PROCESS**

- 7.1. If you have a complaint about your arrangements whilst away, you must immediately notify our local representative and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 35 days of your return home by writing to us at Travelbound, Olivier House, 18 Marine Parade, Brighton, BN12 1TL, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have.
- 7.2. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

## **8. INSURANCE**

- 8.1. Adequate and valid travel insurance is mandatory for all clients while on one of our tours and it is a condition of accepting your booking that you agree that you will have obtained adequate and valid travel insurance for your booking as soon as your booking is confirmed. The Lead Name is responsible for ensuring that all individuals have such insurance. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers.
- 8.2. All groups will have our insurance unless we are requested to remove this. In this event the school should ensure they have adequate insurance which includes winter sports activities for the duration of their tour. Groups with our Insurance will be provided with our policy arranged by Fogg Travel Insurance Services Limited (Fogg) with Insurers ETI – International Travel Protection, who are both authorised and regulated by the Financial Services Authority (FSA). We are an Appointed Representative of Fogg's enabling us to arrange travel insurance tailored for our holidays. A full copy of the policy wording, together with the key facts, providing the terms, conditions and exclusions of the insurance can be requested from Travelbound and will be made available to all party leaders before departure. It is essential that the policy be read. As party leader, please ensure that all members of your group are aware of the extent of the cover at the time of their booking and if it does not meet their needs alternative cover should be purchased immediately. You will receive a copy of the full policy wording and key facts for your group, and for you as the party leader, an Organiser Summary Letter (giving you important information). Cancellation of this insurance is allowed within 14 days of receipt of this documentation if the cover does not meet your needs, but as this insurance is included within the holiday cost no refund of premium will be given. **CONDITIONS AND EXCLUSIONS** - The insurance cover is subject to the normal conditions and exclusions of this type of policy. The first claim under most sections are subject to excesses, details of which will be available with the policy.
- 8.3. Please ask for details of the appropriate comprehensive policy we offer to you which may be suitable for the specific activities offered and arranged by or booked through the Company.
- 8.4. Please note, however, that the policies we offer (as mentioned above) may **not** cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take out the insurance offered on the booking system you are responsible for ensuring that you are in possession of travel insurance for the entire duration of your holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements, you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday. Furthermore, if you make your own insurance arrangements, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and

assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

## **9. VISA, HEALTH, PASSPORT, TRAVEL DOCUMENTATION**

- 9.1. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation.
- 9.2. For British Citizens all adults and children of 16 years and over must travel on a full valid British ten-year passport unless otherwise specified. Clients who are not British Citizens must check with the appropriate consulate for individual visa requirements. If you need to obtain a new passport you should do so in good time. This normally takes about 4 weeks by post, but this time may vary depending upon which passport office you apply to and the time of year.
- 9.3. Visas are currently required by British citizens for Turkey, China, Vietnam, Russia and the United States. We will confirm the relevant requirements and the application costs as part of your tour proposal.
- 9.4. Clients travelling overland to certain European destinations may need to also pass through controls of other countries enroute so this should be allowed for with any passport/visa applications.
- 9.5. When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either; i) an e-passport (if your passport is issued after 26 October 2006) and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. The US authorities require passengers travelling under the Visa Waiver Programme to register for electronic travel authority on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the US. As with most countries, the final decision is made by immigration officials at the port of entry. You can apply online by completing the application form at <https://esta.cbp.dhs.gov> and paying a fee. If you are refused boarding or denied admission at the U.S. port of entry, you will still be subject to our cancellation charges in accordance with the terms of our contract with you. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website [www.usembassy.org.uk](http://www.usembassy.org.uk). We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport.  
Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme. There is a \$14 fee per person charge which is payable by credit or debit card when applying. As announced by the U.S. Customs and Border Protection, this fee will recover the costs incurred by the U.S. Customs and Border Protection of providing and administering the ESTA system and is in addition to the mandatory \$10 travel promotion fee established by the Travel Promotion Act of 2009. This is subject to change.
- 9.6. When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. This new entry requirement

is not mandatory until March 15, 2016. However, beginning on August 1, 2015, eligible travellers will have the opportunity to go online and apply for their eTA. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant

- 9.7. Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.
- 9.8. We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.
- 9.9. When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Check the UK Government departments website at <https://www.gov.uk/browse/abroad> for advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

## 10. PRIVACY POLICY

Travelbound's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

### INFORMATION ABOUT YOU

#### Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

#### Our Use of Your Information

(1) For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and

choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

#### Marketing Material

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

(2) We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

(3) If you do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

#### Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to Travelbound, Legal Department, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD.

#### Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

#### USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies.

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

#### MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

#### SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

#### CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

## **DATA NOTICES**

**Customer Data:** To provide your trip and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your or your client's name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**-Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands. Collectively members or associate members of 'Caricom'. The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention-**US Secure flight Data:** The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at [www.tsa.gov](http://www.tsa.gov)

## **11. CONDUCT AND BEHAVIOUR**

- 11.1. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of a representative of the company or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part. Please be aware that you must comply with all local laws and requirements when on your trip and you are responsible for ensuring compliance. As an example only local French law requires that in accommodation all tourists must remain quiet between the hours of 22.00 and 08.00, and we reserve the right to terminate the holiday of any person or persons who in our opinion are guilty of anti social behaviour or breach of local laws.
- 11.2. If the Captain of your flight or ferry or any of our overseas staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.
- 11.3. If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or ferry to remove you. Criminal proceedings may also be instigated. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.
- 11.4. By making the booking, the lead name accepts responsibility for the good conduct of all members of the group during the holiday and warrants that at least one responsible adult will be on active duty at all

times to ensure that all members of the group behave well. Furthermore, it is the lead name's responsibility specifically to ensure that:

- 11.4.1. no member of the group under 18 years of age consumes alcoholic drinks (or older subject to local laws)
- 11.4.2. all local laws relating to the consumption of alcohol are at all times obeyed by all members of the group;
- 11.4.3. no member of the group consumes alcohol to excess;
- 11.4.4. no member of the group smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard;
- 11.4.5. all members of the group act in a responsible fashion during the holiday and do not behave in a way likely to cause damage to property, or damage or offence to other people.

For the purpose of this section, reference to "you" or "your" includes any person in your party.

- 11.5. When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier- even if our supplier or we are holding a cautionary damage deposit on your behalf. All payments made to the accommodation will only be acknowledged by a receipt. Where residences deem it necessary to contract additional night managers or security staff to manage you or your groups behaviour you are liable for the extra cost which will be deducted from your damage deposit and any extra over and above this is due and payable immediately to us by you. Damage deposits paid direct to us will be refunded within 6 weeks of the end of the holiday subject to any reductions to represented damages paid as a result of the actions of your group. You accept that each person's damage deposit shall be pro-rata reduced by the amount of damages that we have to pay out from your deposit as a result of the actions or behaviour of your group. If you fail to pay or refuse to pay our supplier, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions. Certain accommodation agencies may also insist that, as well as the damage deposit paid in advance, a cash deposit is left with reception on collection of room keys at the beginning of your stay. It is your responsibility to pay such sum and we have no liability in respect of the same. Please be aware that on arrival, it is the responsibility of you, and your group members, to report any pre-existing damage to your accommodation to reception or the relevant agency. Reporting any such damage to a representative of the Company will not obviate your responsibility and any charges related to such pre-existing damage will remain chargeable from the damage deposit if such is not dealt with by you on arrival.
- 11.6. We will not take any responsibility for any individuals or groups belongings whilst on coaches or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the coaches and that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.
- 11.7. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or vehicles, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned or terminate the arrangements of the group as a whole. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **12. SPECIAL REQUESTS**

- 12.1. We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests that are confirmed in writing. It is your responsibility to advise us of any special requirements.

## **13. BUILDING WORK**

- 13.1. It is often very difficult to predict when building work or development may begin in any resort as such things usually occur without notice. If we become aware of any such developments in your resort which could cause you significant disturbance or inconvenience, we will do our best where practical, to advise you.

#### **14. ITINERARIES AND TRAVEL SCHEDULE**

- 14.1. All timings and route schedules featured in the brochure or on our website act as a guide only and once a booking is confirmed by the ferry company or airline certain amendments may be necessary. A complete itinerary will be forwarded to you two to three weeks prior to departure and all the information contained therein will be deemed to be part of the contract. Should there be a discrepancy between the information in the brochure, your initial documentation or website and the itinerary, the information in the itinerary supersedes that in the brochure, your initial documentation or on the website and will be considered the most up-to-date and accurate. Should any major changes occur after that, we will advise you accordingly. Certain services we depend on may, from time to time, change their schedules (e.g. ferry crossings, aircraft schedules, rail timetables) which may affect the overall length of time you spend in resort. In the event of this occurring we would not accept responsibility for changes that are beyond our control. It is obviously important that our programme operates to strict time schedules and we would ask for your cooperation with the various final timings given.
- 14.2. At the time of publication, we are not in a position to confirm your airline, aircraft type, definite timings or airport, either in the UK or overseas. Where this information appears in our documentation, it is intended as a guideline only and is subject to change. For European holidays the provision of in-flight meals are subject to the individual airline's policy. It is not always possible to allocate groups direct flights so it may be necessary for your group to be allocated on an in-direct flight. Coach itineraries can be varied, but alterations must at all times comply with EU regulations relating to drivers' hours. The final itinerary will be agreed by the Company before departure from the UK. While coach drivers will do their best to point out places of interest and provide information, it should be noted that they are not employed as guides.

#### **15. PARTICIPATION REQUIREMENTS**

- 15.1. All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in any brochure or the website. For the avoidance of doubt no unaccompanied minors (those under 18 years of age) can be accepted on our bookings.
- 15.2. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.
- 15.3. Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury. To take full advantage of the service you need to pre-book 48 hours in advance of your flight. You can book assistance and find out more by contacting us on +44 1273 265265.

#### **16. LAW & JURISDICTION**

- 16.1. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

**20 March 2017**