

These Booking Conditions together with our Privacy Policy and, where your holiday is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking form the basis of your agreement with Celtic Travel Services Ltd, 12a Risca Road, Newport, South Wales, NP20 4JW, trading as The Travel Business (“we” “us” and “our”).

Please read them carefully as they set out our respective rights and obligations. References to “you” and “your” in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

References to “Travel Arrangement(s)” in these Booking Conditions are to the accommodation, flights, transport, activities, excursions and other services we feature on our website. References to “Supplier/Principal” means the third-party supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, car hire companies, airlines, tour operators and attraction providers.

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

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

Please Note: We act only as an agent in respect of all bookings we take and/or make on your behalf. However, where you make a booking of multiple Travel Arrangements in such a way as to create a package holiday, we will accept responsibility for that as a “Multi-Contract Package” in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (please see clause 2 below for further information as to the circumstances in which we will be acting as a Package Organiser).

As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us, and whether you book a “Single Component Booking” or a “Multi-Contract Package”. We have set them out below as follows:

(A) Section A contains the conditions that will apply to all bookings you make with us;

(B) Section B sets out the additional terms and conditions that will apply when you make a booking with us for a Multi-Contract Package.

## **SECTION A – TERMS WHICH APPLY TO ALL BOOKINGS**

### **1. YOUR CONTRACT**

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with. We advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements in such a way as to create a Multi-Contract Package (please see clause 2 for further information), in which case we will accept responsibility for those Travel Arrangements in accordance with Section B of these Booking Conditions.

### **2. MULTI-CONTRACT PACKAGE BOOKINGS**

Where your booking is for a Multi-Contract Package, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in Section B of these Booking Conditions.

A "Multi-Contract Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services, **provided that** those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

This is called a Multi-Contract Package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however we will accept responsibility for this booking as a Package Organiser.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Multi-Contract Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Component” bookings and will not be afforded the benefit of the rights under the PTRs.

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements, but we will comply with our legal obligations under the PTRs as your Package Organiser, and these are outlined in Section B of these Booking Conditions. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

**Please note** we may also book a package on your behalf through a Tour Operator, where all the elements of the package will be booked with the same Supplier/Principal. In this case the Tour Operator will be the Package Organiser. We will make this clear to you when you book.

### 3. BOOKING

When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these Booking Conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us.

When you make a booking, you will have the opportunity to review/confirm all the details of the booking before making payment. Once you have reviewed and confirmed these details and made payment, we will proceed to make the booking with the Supplier/Principal.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

### 4. PAYMENT

In order to book your chosen Travel Arrangements, you must pay a deposit as required by the Supplier/Principal of the Travel Arrangements (or full payment if

booking within 14 weeks of departure or as requested by the Supplier/Principal). Final balances are due 14 weeks before departure, subject to any alternative deadline that may apply depending upon the Supplier/Principal on your booking, which will be notified to you at the time of booking.

If you have chosen our split deposit plan then we will take an initial deposit from you at the time of booking, and further deposit payments will be payable as agreed at the time of booking. If you pay the deposit by card, our bank will retain your card details and take the further deposits according to the schedule agreed with you at the time you booked. For the avoidance of doubt, you agree that if you cancel your holiday before the deposit is paid in full then you are still liable to pay the remaining amount of the deposit.

You must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Arrangements will be held on behalf of the Supplier/Principal, with the exception of bookings covered by an ATOL. Any money paid to us in respect of a booking covered by an ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the ATOL Holder for so long as the ATOL Holder does not fail financially. If the ATOL Holder does fail financially, any money held at that time by us or subsequently accepted from the consumer by us, is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the ATOL Holder.

## **5. PRICES**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen Arrangements at the time of booking.

## **6. INSURANCE**

Many Supplier/Principals require you to take outtravel insurance as a condition of booking with them and where you have booked a Multi-Contract Package, it is a condition of booking that you take out suitable travel insurance. Your travel insurance must cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy, please check it carefully to ensure that all the details are correct, and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

If you choose to travel without adequate insurance cover, neither the Supplier/Principal nor we will be liable to you for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **7. LAW AND JURISDICTION**

These Booking Conditions are governed by English and Welsh law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

## **8. SPECIAL REQUESTS**

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

## **9. MEDICAL CONDITIONS**

We are not a specialist disabled holiday company, but we will do our utmost to ensure the Supplier/Principal caters to any special requirements you may have. If you or any member of your party has any medical problem or disability that may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen Travel Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Supplier/Principal's behalf, or if you did not give us full details at the time of booking, we will inform the Supplier/Principal, who may cancel it and impose applicable cancellation charges when we become aware of these details.

## **10. CHANGES OR CANCELLATIONS BY YOU**

If you wish to change any part of your holiday arrangements, we will do our utmost to make that change; however, we advise, and you hereby acknowledge, that it may not always be possible. Any request for changes must be made in writing by the person who made the original booking. Please ensure that you have received written confirmation of any changes to your booking prior to travel. If it is possible to make the change, it will be subject to an administration charge, which will be notified to you at that time together with any costs or charges incurred or imposed by the relevant Supplier/Principal. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure).

No Frills Airlines and/or Chartered normally regard name changes after tickets have been issued as a cancellation and rebooking, and any alteration may incur a 100%

cancellation charge. Please note, it may not be possible to make changes within 28 days of your scheduled departure date without incurring 100% cancellation charges. We will, however, do our utmost to accommodate your requested change or addition. Please note: some Supplier/Principals do not allow changes, and therefore full cancellation charges will apply.

## **11. CHANGES OR CANCELLATIONS BY THE SUPPLIER/PRINCIPAL**

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

## **12. INFORMATION ACCURACY**

Please note, advertised information and prices may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably, errors do occasionally occur. We reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking.

Please bear in mind that accommodation owners, restaurateurs, nightclub owners, etc., may wish to maintain or improve their facilities, or even take a break themselves. Flight times and carriers are given for guidance only, as there may be changes. Circumstances such as these, or weather conditions, time of year, etc., may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long-term changes, we will always endeavour to advise you prior to your departure. There may also from time to time be general refurbishment at these establishments. These are necessary to maintain standards, but if we are informed of such work, we will endeavour to notify you of any activity as soon as possible, however near to your departure this may be.

## **13. OUR SERVICE CHARGES**

In certain circumstances, we apply a service charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal, as follows:

<b>SERVICE</b>	<b>CHARGE</b>
Cancellation or amendment	Principal's charge + £50 per person
Special requests after booking	Principal's charge + £25 per person (min £25 per booking)
Collection of surcharges/additional taxes	Principal's charge + £25
Arranging Passports and Visas	Passport/Visa fee + £25
Pre-booking airline seats	Principal's charge + £10pp
Tickets despatched by courier	Cost of courier + £10
Tickets despatched by insured delivery	£20

SERVICE	CHARGE
International telephone/fax calls	Cost of calls + £5

#### 14. OUR RESPONSIBILITY FOR YOUR BOOKING

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

**Please Note:** Where you have booked a Multi-Contract Package, we will accept responsibility for that Multi-Contract Package as a package organiser, and additional terms and conditions apply. Please see clause 28 for further information.

#### 15. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure." For the purposes of these Booking Conditions, Force Majeure means any event beyond our or the Supplier/Principal's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threats thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination; the act of any government or other national or local authority including port or river authorities, industrial disputes, labour strikes, lock closures, natural or nuclear disasters, fire, chemical or biological disasters, unavoidable technical problems with transport, and all similar events outside our or the supplier(s) concerned control.

Brexit Implications: Please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include the unavailability of certain flight routes, access to certain ports and airports, and changes to the visa requirements of British citizens travelling to, within, or through the EU. Please rest assured that this is something we will continue to monitor, and we will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

#### 16. IMPORTANT FLIGHT INFORMATION

Please note that most airlines do not include hold baggage within the cost of their flights. Where this is the case, extra charges will apply. Please check at the time of booking whether hold baggage is included in your booking. It is your responsibility to ensure you have sufficient baggage allowance. Please be aware that hold baggage weight restrictions may also vary between airlines.

It should be noted that “No Frills” airlines are normally quite inflexible, often charging more for amendments and cancellations.

Unless you have pre-booked your seats (where this facility is available), it may not be possible to obtain them together. Please bear in mind that even when you do pre-book seats, in most cases we will not be able to confirm the actual seat numbers or position on the aircraft. Where possible, we will offer you a further range of upgrade options designed to give you a more comfortable journey at a reasonable supplement.

The flight routings used in connection with our holidays may be based on special fares, which do not necessarily take the most direct route. Some itineraries require a change of aircraft enroute. A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for refuelling or to let passengers on and/or off. Details of any stops will be given on your itinerary. However, should you require this information at an earlier stage, please check with your travel advisor at the time of booking.

The carrier(s), flight timings, and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets, which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

Please note the existence of a “UK Air Safety list” (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

## **17. TRAVEL SERVICE VOUCHERS**

Please note, where applicable, vouchers may be issued for your Travel Arrangements. If these have been issued to you, please make sure that you take the vouchers on holiday with you to hand over to the relevant Supplier/Principal. Please note the voucher also provides details of the process to obtain the service, which must be adhered to.

## **18. ACCOMMODATION RATINGS AND STANDARDS**

All ratings are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.



## **19. BOOKING A ROOM FOR EARLY ARRIVAL OR LATE DEPARTURE**

Generally, your accommodation will be available from 2 pm on the date of arrival and is to be vacated between 10 am and noon on the date of departure, irrespective of your arrival or departure times unless we have stated otherwise. Should you wish your room to be ready prior to this time frame on your day of arrival, or departure, it may be possible to reserve the room at the time of booking. However, this will be on a “subject to availability” basis. This could incur additional costs and is normally paid locally. Should we not be able to accommodate your request, you may also ask at reception (if applicable) on your date of arrival or at any time during your stay.

## **20. MEALS**

Meals, if included, are based on table d’hôte menus or a meal voucher system unless specified otherwise. Holidays that include main meals generally commence with dinner on the day of arrival at your accommodation and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. No refunds on meals “not taken” can be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d’hôte menu and cannot be guaranteed. We would, therefore, strongly suggest that anyone with special requirements take a holiday where no meals (or only breakfast) are included. Please note, if you book accommodation on an “all-inclusive” basis, accommodations differ in their “all-inclusive” offerings, including the time all-inclusive options are available. Assumptions should not be made that accommodations booked on this basis will include, for example, “branded” spirits as they may offer local alternatives.

## **21. BEHAVIOUR**

You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If, in the Supplier/Principal’s opinion, or in the opinion of 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 third party, or damage to property, or cause a delay or diversion to transportation, the Supplier/Principal reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions, and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Supplier/Principal prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

We are not responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **22. COMPLAINTS**

As the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns about your Travel Arrangements should be addressed to them in the first instance. If you have a problem with your Travel

Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure, there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you. If you remain unsatisfied, you can inform us via [sales@thetravelbusiness.co.uk](mailto:sales@thetravelbusiness.co.uk) as soon as possible and, in any event, within 28 days of your return to the UK, whereby we will endeavour to assist in our capacity as an agent by liaising with the Supplier/Principal on your behalf.

### **23. PASSPORTS, VISAS, AND HEALTH REQUIREMENTS**

It is your responsibility to check and fulfil the entry, passport, visa, immigration requirements, safety, and health formalities applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates, the Foreign, Commonwealth, and Development Office (FCDO), and your own doctor as applicable. Requirements and the safety of the countries and areas in which you will be travelling to do change, and you must check the up-to-date position in good time before departure to make your decisions accordingly.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information, contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov>.

For European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein, and Switzerland, UK GHIC and EHIC cannot be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up-to-date travel advice can be obtained from the FCDO by visiting <https://www.gov.uk/travelaware>.

Non-British passport holders, including other EU nationals, should obtain up-to-date advice on entry, passport, visa, health, and immigration requirements from the Embassy, High Commission, or Consulate of your destination or countries through which you are travelling.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements, or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry, passport, visa, immigration requirements, or health formalities.

**Please note:** The impacts of Brexit may change your visa, ticket, and health requirements. Third-country nationals may require an airport transit visa when

passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States, and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel in advance of your departure to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements.

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## **SECTION B – TERMS WHICH APPLY TO MULTI-CONTRACT PACKAGES WHERE WE ARE THE ORGANISER**

### **24. PRICING**

Where you have booked a Multi-Contract Package, we reserve the right to increase the price of confirmed Travel Arrangements solely to allow for increases which are a direct consequence of changes in:

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

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

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

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

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

### **25. TRANSFERRING YOUR MULTI-CONTRACT PACKAGE BOOKING**

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

- a. that person is introduced by you and satisfies all the conditions applicable to the Travel Arrangements making up the multi-contract Package;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an administration fee of £25 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Booking Conditions, the Supplier/Principal's terms and conditions and all other requirements applicable to the Travel Arrangements making up the Multi-Contract Package.

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

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## **26. IF YOU CANCEL YOUR MULTI-CONTRACT PACKAGE DUE TO UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES**

If you have booked a Multi-Contract Package, you have the right to terminate the Multi-Contract Package at any time before the start of the Travel Arrangements without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip going ahead, in order to rely on this clause. For the purposes of this clause, "unavoidable and extraordinary circumstances" may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

## **27. IF THE SUPPLIER/PRINCIPAL CHANGES OR CANCELS YOUR MULTI-CONTRACT PACKAGE**

Where you have booked a Multi-Contract Package and the Supplier/Principal makes a significant change to or cancels the Travel Arrangements which form your Multi-Contract Package, the provisions of this clause 27 will apply.

Changes: If the Supplier/Principal makes an insignificant change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant 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 or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your Travel Arrangements by more than 12 hours.
- A change of UK departure airport except between:
  - The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - The South Coast airports: Southampton, Bournemouth and Exeter
  - The Southwestern airports: Cardiff and Bristol
  - The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
  - The Northern airports: Liverpool, Manchester and Leeds Bradford
  - The Northeastern airports: Newcastle and Teesside
  - The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen.
- A significant change to your itinerary, missing out one or more destination entirely.

If the Supplier/Principal has to make a significant change or cancel your Travel Arrangements, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

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

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

**Insurance:** If the Supplier/Principal cancels or makes a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

#### **Compensation**

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

- If, where the Supplier/Principal makes a significant change, you do not accept the changed Travel Arrangements and cancel your booking;
- If the Supplier/Principal cancels your booking and no alternative travel arrangements are available.

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

Period before departure a significant change or cancellation is notified to you	Compensation per person
More than 56 days	Nil
56-29 days	£10
28-14 days	£15
Less than 14 days	£20

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where the Supplier/Principal makes an insignificant change;
- where the Supplier/Principal makes a significant change or cancels your Travel Arrangements more than 60 days before departure/start date;
- where the Supplier/Principal makes a significant change, and you accept those changed Travel Arrangements or you accept an offer of alternative Travel Arrangements;
- where the Supplier/Principal has to cancel your Travel Arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by the Supplier/Principal arises out of alterations to the confirmed booking requested by you;
- where the Supplier/Principal is forced to cancel or change your Travel Arrangements due to Force Majeure (see clause 15).

If the Supplier/Principal becomes unable to provide a significant proportion of the Multi-Contract Package that you have booked after you have departed, we will, if possible, make alternative Travel Arrangements for you at no extra charge and where those alternative Travel Arrangements are of a lower standard, provide you with an appropriate price reduction.

## **28. OUR RESPONSIBILITIES IN RESPECT OF MULTI-CONTRACT PACKAGES**

(1) Where you have booked a Multi-Contract Package where we are acting as a Package Organiser, although we still act as agent for the Supplier/Principals of your chosen Travel Arrangements and your contract will be with the Supplier/Principals, we will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out belows such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation documents from the relevant Supplier/Principal and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation documents from the relevant Supplier/Principal and the information we provided to you regarding the services prior to booking.

(2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

(3) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: –

- a. the act(s) and/or omission(s) of the person(s) affected, or
- b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. 'force majeure' as defined in clause 15 above.

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

a. **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

b. **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

c. **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those Travel Arrangements set out in the confirmation documents from the relevant Supplier/Principal and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Multi-Contract Package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the Travel Arrangements included in this Multi-Contract Package.**

The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedures described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Multi-Contract Package. 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.

(6) 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 complaint's procedure set out in these conditions.

(7) 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.

(8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- a. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- b. relates to any business;
- c. indirect or consequential loss of any kind.

(9) We will not accept responsibility for services or facilities which do not form part of your Multi-Contract Package or where they are not advertised on our website: 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.

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **29. EXCURSIONS**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your Multi-Contract Package 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.

## **30. PROMPT ASSISTANCE**

If you have booked a Multi-Contract Package and whilst you are on holiday, you find yourself in difficulty for any reason we will offer you such prompt assistance as is



appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative Travel Arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative Travel Arrangements or other such assistance you require. Any Supplier/Principal, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation, and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own Travel Arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### **31. DELAYS & MISSED TRANSPORT**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us, and the airline or other transport supplier concerned immediately.

Under UK 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 UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at

[www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us.

If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 15 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board onetime).

### **32. FINANCIAL PROTECTION FOR YOUR MULTI-CONTRACT PACKAGE**

We provide financial security for flight-inclusive Multi-Contract Packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 12173, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the

ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations, and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide full financial protection for our Multi-Contract Package holidays which don't include flights, by way of a [trust account with the Travel Trust Association](#). Our ATOL number is 12665.

If you book arrangements other than Multi-Contract Package holiday from us, your monies will not be financially protected, unless you book a package from another Tour Operator where we act only as agent. Please ask us for further details.

*Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.*

*We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).*

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of 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.

*Some of the flights and flight-inclusive holidays in this brochure/on this website (delete as appropriate) are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in this brochure/on this website (delete as appropriate). This brochure shows you the protection that applies in the case of each holiday and travel service offered. This website will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking. (delete as appropriate) If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: [www.caa.co.uk](http://www.caa.co.uk).*