



Ladybird Travel Limited Terms & Conditions

All aspects of booking process and the booking and delivery of a holiday and any additional products or services offered by Ladybird Travel Limited ('Ladybird Travel', 'we', 'us' or 'our') are subject to the following Terms and Conditions outlined below.

Ladybird Travel Limited provides travel arrangements and associated linked products – 'the Services', through the following means:

- Face to face in store
- Over the telephone
- Via the website
- Via electronic communications

Any changes to these Terms and Conditions will be communicated using your preferred method of contact and using a notice on our website to inform you. For the avoidance of doubt, updated Terms and Conditions do not apply to confirmed bookings. They will remain under the Terms and Conditions accepted when the booking was confirmed.

1. Definitions:

1.1. Suppliers:

Ladybird Travel Limited arranges holidays and tours, including but not limited to flights, hotels, cruises, transfers, excursions, car hire, train, taxi boat and air for the purpose of creating a holiday or tour itinerary. We also use the services of local experts and guides to supply part or all of the holiday or tour. For the purposes of these terms, all services of what constitutes a booking shall be referred to as 'suppliers'

1.2. Customer/Client:

'You' or 'Your' means the customer/client/group/group leader which may include any person(s) over the age of 18 and or/minor(s) accompanied by such a person;

The purchaser of any component services defined by S13288 the package travel, package holiday and package tour regulations 1992, pay to and arranged by a member of the Travel Trust Association.

1.3. Single Contract Package:

A combination of travel products/services that have been combined by us and sold under a single contract and a single price as detailed on your booking confirmation.

You can also buy packages organised by our suppliers from us with the supplier having responsibilities to you rather than Ladybird Travel Limited. Such packages with supplier responsibilities will be confirmed on your booking paperwork and further confirmed through the ATOL certificate provided.

1.4. Multi Contract Package:

Where you, the customer/client, add more than one other product/service to your booking supplied by different suppliers resulting in multiple contracts with multiple suppliers. These bookings will be protected by the Ladybird Travel Limited ATOL Certificate which will be supplied to you upon booking.



1.5. Single Product/Service/Element:

Where you, the customer/client book one product/service from Ladybird Travel Limited e.g. a flight, a hotel or car hire. If your flight is ATOL protected by the supplier, you will receive the ATOL Certificate upon booking.

1.6. Member of Travel Trust Association:

Any company, partnership or entity that has satisfied the requirements of both S13288 the package travel, package holidays and package tour regulations 1992 and the TTA Travel unlimited and as such is both an appointed travel agent carrying the applicable practicing certificate and is a fully paid up member of the Travel Trust Association.

2. Financial Protection:

2.1. All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

2.2. Many of the flights and flight-inclusive holidays are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed (in the brochures/on the website). *Please ask us to confirm what protection may apply to your booking.*

2.3. 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.atol.org.uk/ATOLCertificate

2.4. All travel is covered by the Travel Trust Association.

2.4.1. The Travel Trust Association is part of The Travel Network Group. The Travel Network Group is the UK's largest consortia of travel businesses serving the independent travel sector.

2.4.2. A trade organisation for travel agents and tour operators, the TTA offers consumers financial peace of mind through its trust account system for members. If a business ceases trading, money from the account is used to refund customers for a holiday or ensure they aren't stranded abroad.

Address:

3rd Floor, Albion House, High Street, Woking, Surrey, GU21 6BD

Telephone: 0870 889 0577

www.traveltrust.co.uk

2.5 Why the TTA, why not ABTA?

2.5.1 The Association of British Travel Agents (ABTA) only financially protect cruises, coaches and rail travel and haven't offered financial protection to consumers since 2006 for more popular travel. An ABTA bond now simply means it protects the tour operators money in the event of a travel agency collapse. ABTA doesn't offer consumer financial protection. The TTA offers full consumer protection up to £11,000 per person. (See below for the SASSGP).

2.6 Stand Alone Safe Seat Guarantee Plan



- 2.6.1** The TTA lays down strict guidelines on how customer funds may be handled, and each member must adhere to these guidelines.
- 2.6.2** Every TTA member i.e. Ladybird Travel Limited puts customer's funds into a designated trust account, which is supervised by an independent trustee. The trustee is a banker, Chartered or Certified Accountant, or Solicitor. Your funds are held in this account and may not be released unless you receive your holiday, or your funds are released to another company that becomes responsible and provides for your financial protection.
- 2.6.3** All payments made to Ladybird Travel Limited should be made payable to the specially designated trust account i.e. when paying Ladybird Travel Limited make all payments to Ladybird Travel Limited Trust Account. Credit Card payments are automatically deposited into the trust account via electronic processing.
- 2.6.4** Ladybird Travel Limited will have a practicing certificate. This certificate will identify their certificate number (X3423) and name as well as the company to whom all payments should be made and the trustee for that member including the trustee's address.
- 2.6.5** The Travel Protection Plan covers every service which you have booked from a travel company whether it be for transport, accommodation, entertainment or recreation. It involves two aspects:
 - 2.6.5.1** The Trust Account is operated for your benefit. The money may only be released from the Trust to pay for the services which you have booked.
 - 2.6.5.2** There is further protection from a guarantee provided by the TTA if by reason of fraud or dishonesty, your money is not in the Trust Account under this guarantee, the TTA will guarantee the financial obligation of its Members to repay such sum to you up to a maximum anyone passenger of £11,000.
 - 2.6.5.3** So, if you paid £2000, the TTA guarantee they will reimburse the loss of the £2000, where it is not available for you from the Trust Account. Therefore, the Trust Account plus the guarantee will ensure that all the money which you have paid is safely protected and available to reimburse the money paid.
- 2.6.6** When you make a booking, you will be supplied with a guarantee certificate - you can see the terms of our guarantee at: www.traveltrust.co.uk/guarantee
- 2.6.7** Should Ladybird Travel Limited become insolvent, in most instances your money will still be held within the Trust Account by the designated Trustee, and available to pay for your holiday.
- 2.6.8** If because of fraud or dishonesty the money is not there, then the guarantee is available to reimburse your loss. In some cases, your holiday may continue as the providers or suppliers have already been paid. Where you have only paid a deposit and still have an outstanding balance, your holiday may be unaffected and by paying the balance your holiday will continue as planned. Where possible, attempts will be made to ensure that you can carry on with your original holiday arrangements.

2.7 Stand Along Safe Seat Plan Conditions:

- 2.7.1** The construction, interpretation and meaning or the terms of the guarantee shall be determined in accordance with English law.
- 2.7.2** This guarantee will only cover against loss due to insolvency of any member of the Travel Trust Association where such insolvency is caused wholly or partially by any act of fraud or dishonesty as defined.
- 2.7.3** Knowledge or discovery occurs when the customer becomes aware of facts which would cause a reasonable person to believe that a loss covered by the guarantee has been or



will be incurred, even though the exact amount or details of the loss may not be known.

2.7.4 Upon knowledge or discovery of a loss or of an occurrence which may give rise to a claim under the guarantee, the customer shall:

2.7.4.1 Give notice thereof as soon as practicable to: Travel Trust Association, St Andrew's House, West St, Woking, Surrey, GU21 6EB.

2.7.4.2 Provide details of all relevant payment(s) made to the member of Travel Trust Association to the company within six (6) months after the knowledge or discovery or loss, or within such further period as agreed to in writing by the company.

2.7.4.3 Upon the company's request, the customer shall produce for the Guarantor, all pertinent records at such reasonable times and places as the Guarantor, shall designate and shall co-operate with the Guarantor in all matters pertaining to loss or claims with respect there to.

2.7.5 The guarantee payable here under shall be deemed to be no more than the original amounts paid over by the customer to the member of Travel Trust Association, subject to the limit of £11,000 per passenger, less any amount otherwise recoverable.

2.8 ATOL – Your Financial Protection

2.8.1.1 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, when you can get information on what this means for you and who to contact if things go wrong.

3. Our Agreement:

3.1 We act as the agent in respect of all bookings we take/make on your behalf except where you book a multi-contract package.

3.2 All Single Contract and/or Single Package contracts will be with the supplier of your holiday arrangements. When booking with Ladybird Travel Limited, we will arrange for you to enter into a contract with the supplier(s) of the arrangements. Your booking with us is subject to our booking terms and conditions AND the specific booking conditions of the appropriate suppliers who you have entered into a contract with. It is important that you read both carefully.

3.3 Multi Contract packages booked with Ladybird Travel Limited will be subject to our Terms and Conditions of making up a package with us.

4. Your Booking:

4.1 The lead name on the booking will be the person responsible for the booking and payment of the full price. The lead person will also be responsible for making any amendments, cancellation requests and the payment of any charges in relation to such requests.

4.2 The lead person is also responsible for ensuring that the details provided for all other parties/passengers on the booking are full and accurate and that each other person on the booking agree to be bound to the Terms and Conditions given. The other parties should understand and accept that the lead person on the booking has the authority to accept the Terms and Conditions on their behalf.

4.3 A contract between Ladybird Travel Limited and the customer/client, only comes into existence once the customer/client has paid the price payable on booking and the booking confirmation has been issued.

4.4 The customer/client acknowledges that by booking with Ladybird Travel Limited, they will be under an obligation to pay for the holiday they have booked.

5. Your Responsibilities:



- 5.1** It is the customers/clients responsibility to ensure that the holiday and/or products/services you book through Ladybird Travel Limited are suitable for your requirements and capacity (including your physical and medical state and any disability from which you may be impeded) in every respect.
- 5.2** It is the customers/client responsibility to check all personal details are correct on the documentation you receive upon booking. All passenger data must match the details on each passengers passports. A booking proposal will allow you to check and amend any errors before booking your holiday.
- 5.3** If you book a product or service and later find the passenger details are not correct, please contact Ladybird Travel Limited with 24 hours of the confirmed booking otherwise a charge may apply to the amount instructed by the supplier. If we do not hear from you within 24 hours of the confirmed booking, we shall assume that you accept all details as set out in the booking proposal and booking confirmation and that you agree to abide by these Terms and Conditions.
- 5.4** The lead person on the booking is responsible for keeping all contact details up to date with Ladybird Travel Limited so that we, the suppliers or any relevant government official may contact you if necessary, about your holiday.
- 5.5** The customer/client is responsible for paying the full monies within the timescale specified on the booking confirmation. Failure to pay the balance by the due date may result in your booking being cancelled and/or incurring additional costs.
- 5.6** The customer/client agree to inform Ladybird Travel Limited of any special requests at the time of booking. Ladybird Travel Limited will advise the relevant suppliers but cannot guarantee that they will be met. Ladybird Travel Limited will have no liability to you should the supplier not meet those requirements.
- 5.7** The customer/client is also responsible for ensuring they:
- Check the requirements for legal entry into a country if going abroad
 - Passport
 - Passport expiry and length of time left on the passport
 - Necessary visas and the timeframe to apply and obtain them
 - Check if they need certain health checks or vaccinations for the journey and duration of the holiday
 - Take out adequate travel insurance to cover any:
 - Cancellation
 - Curtailment
 - Delay
 - Health problems
 - Repatriation back to the UK
 - Behave appropriately at all times ensuring they do nothing to compromise the health and safety of their selves and that of others.

6. Our Responsibilities:

6.1 Ladybird Travel Limited & Supplier ATOL Cover

- 6.1.1** All monies paid over by you, under or in contemplation of a contract for a relevant package, are held in trust and controlled in the United Kingdom by the Travel Trust Association (membership no. X3423) until the contract has been fully performed, or any



sum of money paid in respect of the contract has been repaid to you, or has been forfeited on cancellation.

- 6.1.2** We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority. When you buy an ATOL protected flight-inclusive product/service from us, you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you, and who to contact if things go wrong.
- 6.1.3** 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 services you have bought or a suitable alternative (at no extra cost to you).
- 6.1.4** 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).
- 6.1.5** 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 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.
- 6.1.6** In addition we recommend you pay part of the holiday by credit card or Visa debit card. If you pay more than £100 each by credit card, it does give you some important protection under section 75 of the Consumer Credit Act 1974. If things go wrong for whatever reason the credit card company shares legal responsibility. This means you also have a claim against the credit card company for any losses. It should also mean you can claim for airline failure against the credit card company. You can refer disputes to the [Financial Ombudsman](#) if the credit card company disputes your claim.
- 6.1.7** Some of the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on this website. This website 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 travel service offered before you make your booking. 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

6.2 Prices:

- 6.2.1** The information and prices shown on our website, in our flyers and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to



ensure the accuracy of the website, brochures, quotations and prices at the time of publishing or when they are sent to you, regrettably errors and price fluctuations do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

6.2.2 Ladybird Travel Limited reserve the right to increase the price of your holiday after you have booked but no later than 30 days before the departure date stipulated. Should this occur, we will forward an amended invoice reflecting any changes made. After an invoice has been sent to you, any increase to your holiday price will be as the result of changes in our costs of supplying your holiday resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), currency fluctuations and government action. An administration charge is included within these amounts.

6.2.3 If the increase would be 2% or less of the holiday price shown on your invoice (excluding insurance premiums and any amendment charges), we will absorb the changes in our costs described above and will only pass on any increase above that level.

6.2.4 Ladybird Travel Limited will do our very best to hold the price of your booking. If the increase is more than 10% of the holiday price and we feel a supplementary payment is justified and necessary to fulfil your booking, you will be notified in writing and supplied a supplementary invoice.

6.2.5 Should you instruct your credit/debit card company to “charge back” any payment(s) properly due from you in respect of your booking, we will charge you a fee of £100 per incident and associated costs. We further reserve the right to cancel your booking and/or take legal action against you for all outstanding payment(s).

6.2.6 The price you are given will be correct at that time, based on current prices and exchange rates. Prices are not guaranteed and not confirmed until the point of full payment. Upon payment being received in full, your holiday price will not change, unless you make amendments to it.

6.2.7 To comply with The Payment Services Directive 2 (PSD2), we will not levy a fee when we take credit card payments however, surcharging of corporate and overseas cards will still be permissible therefore a fee of 2% (3% on American Express) will continue to be applied to corporate and overseas credit card payments.

6.3 Changes Including Supplier/Agent Cancellation:

6.3.1 As the arrangements which make up your holiday are planned many months in advance, it sometimes becomes necessary or preferable to make changes to your itinerary. If we or the suppliers have to make alterations to your itinerary, travel, or holiday arrangement, we reserve the right to do so.

6.3.2 Most changes are minor changes; however, occasionally we have to notify customers of a “significant change” that we must make to a holiday. A significant change is a change made before the start of the holiday which, taking account of the information given to us at the time of booking and which we can reasonably be expected to know, we can reasonably expect to have a major effect on your purchased holiday.

6.3.3 Significant changes are likely to include the following changes when made before departure;

- a) a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away (Please note: A change affecting a stay in a hotel or facility during a holiday where the hotel or facility itself is not the



focus of the holiday, does not constitute a significant change. If we have to make a significant change or cancel, we will tell you as soon as possible.)

- b) a change of accommodation area for the whole or a major part of the time you are away,
 - c) a change of UK outward departure time
 - d) overall length of time you are away of 24 or more hours
 - e) a change of UK departure airport to one which is more inconvenient for you (except as between Gatwick and Heathrow).
- 10.4 Where a change is a minor change, we will, if practical, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change to an element or elements of your itinerary.

6.3.4 Where a change is a significant change, we will notify you as soon as possible and may offer you an alternative solution, a partial refund, or the opportunity to delay, or cancel your booking.

6.3.5 A major change would involve a fundamental element no longer being available, such as a fly-cruise holiday where the cruise is cancelled and no alternative is available.

6.3.6 If there is time to do so before departure, (for significant changes) we will offer you the choice of the following options:-

- a) accepting the suggested alternative arrangements. This will allow you to continue with your holiday over the planned dates. This may include the offer of a partial refund, limited to the value of the difference in service being offered.
- b) delaying the holiday to a later date, when the full services of the itinerary shall be available
- c) accepting an alternative holiday from us, of a similar standard to that originally booked, if available. However, please do note that due to the original and individual nature of our holidays it frequently may not be possible to offer you a comparable holiday to that originally booked.
- d) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

6.3.7 For the avoidance of doubt, in the event that only one element of a holiday is cancelled or significantly changed (save for cases of travel supplier insolvency), this will not entitle you to a refund for the element that has not been cancelled or changed although we will use our best efforts to get a refund from the supplier on your behalf and offer an alternative solution to any gap in your itinerary, which may or may not involve an additional cost to you.

6.3.8 Although it is rare for us to do so, occasionally we may need to cancel a confirmed holiday. We reserve the right to do so at any time. In such cases, you may be offered alternatives, as described above, under "significant change".

7. Alterations and Cancellations By You

7.1 If you wish to make a change to your booking after we have issued our booking confirmation, please contact us. We do not have a legal obligation to make such changes but we will, at our sole discretion, try to accommodate your request. Please understand that it is often not possible for us to do so as changes may depend on availability and the terms and conditions of our suppliers.

7.2 Any request for a change to a confirmed booking must be made by the lead name on the booking and we will require this to be confirmed to us by email.



- 7.3** If you wish to cancel or make a change to your purchased holiday, then we may, at our sole discretion, use reasonable endeavours to assist to liaise with the suppliers to arrange cancellation or make the required change. We give no guarantee that any such attempts will be successful. The supplier may charge a cancellation or amendment fee (as shown in their terms and conditions), which may be as much as 100% of the cost of the travel arrangements.
- 7.4** If we agree to make a change, we reserve the right to apply a per person administration charge set at a minimum of £50.00 for the making of your required change plus any cost we incur in making the change (including, without limitation, charges which are imposed on us by the suppliers for making the change). This could be substantial and such costs tend to increase the closer to the departure date that the change is made. For instance, certain elements of the holiday (e.g. a flight) may incur a 100% cancellation charge.
- 7.5** If any person on a holiday is prevented from travelling, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the holiday, subject to both persons accepting joint and several liabilities for full payment of the holiday price and the charges as detailed in the booking confirmation. There may be administration and revised documentation fees as well as transfer charges which we will inform you of as soon as possible after the transfer request is made.
- 7.6** Any cancellation by you of a booking, or a passenger, for any reason, must be made in writing to us (by email), which will be acknowledged by us. Any such notice of cancellation must be given by the lead name on the booking.
- 7.7** With the exception of "significant changes" to your itinerary and you opting for a refund, the booking deposit is non-refundable.
- 7.8** We reserve the right to charge an administration fee for cancellations initiated by you. The administration fee per person for cancellation is £50.00. You do not have a right to cancel your booking without charge.
- 7.9** We may incur costs in cancelling confirmed bookings. For example, the arrangements we enter into with our suppliers may be non-refundable, or only refundable in part. Accordingly, even if you cancel your booking in advance of travel, we may still have liabilities to pay the suppliers and these costs will be passed on to yourselves as part of your cancellation fees. The supplier could request a charge of up to 100% of that part of the arrangements in addition to the charges above.
- 7.10** If the cancellation fees due from the suppliers exceed the amount of monies paid as deposit, we will seek the balances to be paid or will negotiate on your behalf with any of the other parties to minimise amounts due.
- 7.11** If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- 8. Ladybird Travel Limited Exclusions of Responsibility:**
- 8.1** In this booking condition, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:
- 8.1.1** We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost, or other claim of any description if it results from:
- a) the act(s) and/or omission(s) of the person(s) affected;
 - b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
 - c) unavoidable and extraordinary circumstances except where otherwise expressly stated in these booking conditions. We will not be liable or pay you a price



reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken.

8.1.2 These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, outbreak of serious disease, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside ours or the supplier(s) concerned control.

8.1.3 Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

8.1.4 Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances will be provided. Undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances which directly prevent you from returning to your point of departure. Such assistance will extend to providing appropriate information on health services, local authorities, and consular assistance; and helping you to make distance communications and to find alternative travel arrangements.

8.1.5 We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission.

8.1.6 Should you require assistance, our 24/7 Emergency Line is (+44) 0161 399 5171.

8.1.7 If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of aircraft, people or property therein or good order and discipline on board; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately.

8.1.8 In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

8.2 We cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

8.3 Where applicable, under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be published at EU airports and will also be available from airlines. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline.



8.4 Liability of an airline under EU 261/2004 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

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

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.
 - a. Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):
- c) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.
- d) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- e) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

8.6 (Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require).

9. Claims Covered By An International Convention

9.1 When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which do not involve injury, illness, death, or damage caused by us or our suppliers intentionally or negligently; or other liability that cannot be limited by law

10. Luggage and Luggage Allowance:

10.1 We cannot accept responsibility for any loss, damage or delay to your luggage unless directly caused by the negligence of one of our employees. In the unlikely event that your luggage is lost, damaged, or delayed in transit, you must immediately report this to the airline, or other appropriate person in authority, and obtain a report. If you fail to report any loss, damage, or delay in accordance with the airline's terms and conditions, neither we nor the airline can consider your claim.

10.2 Most airlines allow a free checked baggage allowance for your flight which will depend on the airline, destination, and class of travel. This allowance will be based on the weight of your



baggage and/or the number of pieces. You will be subject to excess baggage charges by the airline if you exceed the stated allowance. Children and infants may have a reduced allowance for checked baggage. Restrictions also apply to the amount of cabin baggage you can take onboard the aircraft. Please contact your sales consultant if you are in doubt about your baggage allowances.

10.3 Please note, many airports are introducing weight limits for individual items of baggage which are checked in for carriage in the aircraft hold. This maximum weight is 32kg (70lbs). This policy relates only to single items and does not affect the overall baggage allowance for individual airlines. Passengers will be required to re-pack baggage to achieve the single item limit of 32kg. If you need to carry items which exceed the 32kg weight limit such as sporting equipment, musical instruments, electric wheelchairs, or TV news cameras etc. you should make special arrangements with your airline in advance as no responsibility for their carriage is accepted.

10.4 The maximum amount we will have to pay you in respect of all such claims if we are found liable under this clause is three times (twice in the case of single elements) 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 arrangements/booking.

11. Insurance:

11.1 Insurance for medical emergency, including repatriation in any such event, is not included in the cost of the holiday. Travel Insurance must be purchased separately.

11.2 It is a condition of booking that all travellers be covered by comprehensive travel insurance and do not travel against medical advice. You should organise travel insurance immediately after booking so as to be covered in case of the ill health of yourself, a close relative or your travelling companion(s). If you do not wish to take out our recommended insurance we must be provided with details of your comparable or greater cover and policy by, at the latest, one month prior to departure.

11.3 You must purchase specialist travel insurance policy available which includes specific cover for pandemics such as Covid-19 related issues and incidents which may affect your travel arrangements [and travelling to a destination subject to a FCDO advisory against travel],

11.4 You can choose to purchase the travel insurance offered by us on our website or a comparable alternative.

11.5 It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on holiday.

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

12. Complaints:

12.1 If you experience difficulty or lack of conformity during your holiday, please inform us without undue delay so that we can take steps to assist you or put things right.

12.2 Where your complaint lies with the supplier, we will assist you with their complaints process.

12.3 Please direct all complaints to 'the Directors' by email to sales@ladybirdtravel.co.uk or post to Unit 3 Adswood Industrial Estate, Adswood Road, Stockport, Cheshire SK3 8LF.

12.4 Your complaint will be acknowledged within 5 working days providing your complaint is received within 14 days of the end of your arrangements. Your complaint should contain your booking reference and all other relevant information. Failure to follow the procedure set out



in this clause may affect ours and the applicable supplier's ability to investigate your complaint and could affect your rights under our agreement.

- 12.5** We will keep you informed about the progress of the investigation. We aim to have all complaints completed within 28 working days unless we agree a different time scale with you.
- 12.6** You should register a complaint as soon as you can after the date on which the event occurred. If you complain more than time limits set out above, we may not be able to investigate properly. Consideration will, however, be given as to whether you had good reason for not making the complaint sooner and whether, despite the delay, it is still possible to investigate the complaint effectively and fairly.
- 12.7** If you are dissatisfied with the outcome, you should contact us again and we will arrange for another Director who has not had any dealings with your matter to review the initial decision. We will write to you within 28 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

Terms and Conditions were last updated May 2025

