

Luxury Cruise Co Booking Conditions

INTRODUCTION

1. Our Details

We are Luxury Cruise Co. Our registered business address is 26 Barmoor Drive, Newcastle upon Tyne NE3 5RG. We hold ATOL number 11560.

2. Definitions and Interpretation

The definitions set out in this clause shall apply to these Terms of Business:

"**First Named Person**" means the person named on the Booking Confirmation as the lead passenger.

"**We**", "**Us**", "**Our**" means Luxury Cruise Co and/or Newcastle Cruise Club.

"**Written Information**" means any information provided by us to you in writing to our registered office address at 26 Barmoor Drive, Newcastle upon Tyne NE3 5RG and marked for the attention of A Mackie.

"**You**" or "**your**" means the First Named Person on a Booking, all persons on whose behalf a Booking is made, any other person(s) who are added to any Booking after the date on which the Booking is made and any person to whom a booking is added or transferred.

3. Introduction to Booking Conditions

3.1 Please read this material as it sets out our respective rights and obligations.

3.2 We act in the following capacities:

- (a) as package organiser in our own right; and
- (b) as agent on behalf of the supplier of your holiday (e.g. a tour operator).

3.3 Our obligations to you may vary depending upon the arrangements you book with us and whether we act as a package organiser or agent. These booking conditions consist of **Section A** which contain the conditions which will apply to our package bookings, **Section B** which applies to agency bookings and bookings of linked travel arrangements (where different types of travel services are booked for the same trip or holiday) and **Section C** which applies to all bookings.

3.4 These booking conditions, together with our privacy policy (available on our website) and the website terms of use (available on our website) together with any other Written Information before we have confirmed your Booking, apply to your booking with Luxury Cruise Co.

3.5 By making a booking, the First Named Person confirms on behalf of all persons to whom the booking relates (together comprising the "**Booking Party**") that:

- (a) they have read and understood these booking conditions and any other Written Information we have brought to their attention before the Booking was confirmed;
- (b) they agree to be bound by these booking conditions;
- (c) they have read our privacy policy and consent to our use of information (including any personal data) in accordance with it; and
- (d) that they are 18 years of age or older and are resident in the United Kingdom.

SECTION A – "OUR" PACKAGE HOLIDAYS

Key points:

You enter into a contract with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this is your deposit, but after you've paid the balance of the holiday price, charges rise and can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

NB read the full terms below for more information and for other important rights and obligations.

Definition of "Package": A package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

1. Booking

- 1.1 This booking is made on the terms of these booking conditions.
- 1.2 A booking is made with us when: (a) you tell us that you would like to accept our written or verbal quotation; (b) you pay us the deposit we ask for at the time of booking; and (c) we issue you with a booking confirmation following receipt of your deposit.
- 1.3 We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.
- 1.4 A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation, which confirms the details of your booking and which will be sent to you.
- 1.5 If your confirmed arrangements include a flight, we will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within five days of our sending it out (two days for tickets).
- 1.6 When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your Booking Party the terms of these booking conditions.

2. Paying for Your Holiday

- 2.1 When you make your booking, you must pay a deposit. The amount of the deposit will vary depending upon the constituent elements of your booking and is subject to a minimum payment of £150 per person. The exact amount will be advised at the time of booking.
- 2.2 The balance of the cost of your travel arrangements (including any applicable surcharges) must be paid not less than fourteen (14) weeks before your departure date. If the deposit and/or balance is not paid in time, we reserve the right to treat your booking as cancelled by you in which

case the cancellation charges set out in clause 5 below will apply. In such circumstances, we shall retain your deposit.

3. Pricing

3.1 We reserve the right to amend the price of holidays at any time before a booking is made with us and correct errors in the prices of confirmed holidays. The price of your confirmed holiday is also subject to variations in:

- (i) transportation costs, including the cost of fuel;
- (ii) dues, taxes or fees chargeable for services such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and/or
- (iii) the exchange rates used to calculate your arrangements.

3.2 Such variations could include but are not limited to cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers and would be calculated on the basis of the revised costs charged under our contract with such parties.

3.3 Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

3.4 We shall notify you of any price variation as soon as reasonably practicable upon becoming aware of the same. You will be given the option of accepting the varied price for your holiday or booking an alternative holiday (or constituent element thereof) where available. If you choose to accept the price variation, any amount by which the price of your holiday has increased shall be added to your final payment.

4. If You Change Your Booking

4.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Any request for changes to be made to your booking must be made as soon as possible and must be made in writing by the First Named Person.

4.2 Where we can meet a request, all changes will be subject to payment of:

- (i) an administration charge of £50 per person; and
- (ii) any applicable rate changes or extra costs incurred as well as any costs incurred by us and any costs or charges incurred or imposed by any of our suppliers.

4.3 The cost of amending a booking may increase the closer to the departure date that changes are made, and you should contact us as soon as possible. **Note: certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.**

4.4 If you or any member of your Booking Party wishes to do so, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 7 days before departure, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. Please note that if the package includes air fares, the cost to transfer the ticket to a different traveller may be the full cost of a new airline ticket. Any such transfer will also be subject to an administration charge of £50 per transfer. If you are unable to find a replacement, cancellation charges as set

out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

4.5 Cutting Your Holiday Short

If you return home early where a problem with the services provided does not reasonably justify it, we will not offer you any refund for the part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment.

5. If you cancel your Booking

- 5.1 If you or any member of your booking party (being all those named in the booking confirmation) decides to cancel your confirmed booking, the First Named Person must notify us in writing.
- 5.2 Your notice of cancellation will only take effect when it is received in writing by us at our registered address and will be effective from the date on which we receive it. We recommend that you use recorded delivery.
- 5.3 Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

<u>Period before Departure Date in which you notify us</u>	<u>Cancellation Charge*</u>
98 days or more	Loss of deposit only**
97 days or less	100% of total Booking Cost

*Bookings that include budget/low cost or schedule flights and some cruise companies and/or Apex train tickets may incur different cancellation charges as a result of the cancellation charges imposed by these suppliers. In that event, our cancellation charges will be increased, if needed, to cover our liability for the additional cancellation charges imposed by these suppliers. Some accommodation providers may also require additional non-refundable deposits, which will not be returned to you upon cancellation and which may make our cancellation charges higher than that shown above in order to cover our liability for the additional cancellation charges imposed by these suppliers. Please enquire at the time of booking.

**Where a low deposit has been paid at the time of cancellation you will be required to pay the remainder of the full deposit.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

- 5.4 Refunds may, in some circumstances, be given in the form of a credit note. Credit notes will be equal in value to the amount you have paid for your holiday to date and can be used in full or part payment for any future booking with us.

6. If we cancel your booking

- 6.1 We reserve the right to cancel your booking at any time. We will not cancel, except for unavoidable and extraordinary circumstances or failure by you to pay the final balance when due. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Please refer to **Section C** for further details.

6.2 If your holiday is cancelled, you can either have a refund of all monies paid (up to the date of cancellation) or accept an alternative holiday of comparable standard from us if we offer one.

6.3 Refunds may, in some circumstances, be given in the form of a credit note. Credit notes will be equal in value to the amount you have paid for your holiday to date and can be used in full or part payment for any future booking with us.

7. **If we change your booking**

(a) Changes to the price

7.1 We reserve the right to change your holiday price after you've booked. Please refer to section A3 for further details.

(b) Changes other than the price

7.2 It is a condition of your booking and the related agreement between you and us that we are able to make changes to **any aspect of your booking**. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include (without limitation): alteration of any flight by 12 hours or less, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers, changes to cruise itineraries. A significant change includes: a change of flight time of more than 12 hours, a change of UK departure airport over 100 miles (except between London airports), or a significant change of resort area.

7.3 If we are constrained by circumstances beyond our control to alter significantly any key characteristic of the travel services that make up your package you will have the rights set out below.

7.4 We will contact you and you will have the choice of accepting the change or a to accept an alternative holiday, where we offer one. Any such alternative holiday shall be subject to any applicable surcharges and administration fees. We will tell you the procedure for making your choice. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled and, in such circumstances, will be subject to the cancellation charges set out in clause 5.3.

8. **Protecting your money**

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

8.2 We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not 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).

8.3 If we 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

- 8.4 Luxury Cruise Co are members of Protected Trust Services (member 5380) who run a trust account and insurance model. All monies taken go directly into the trust account which is administered by independent trustees. This ensures all customer monies are fully protected.

9. **Out of Date Range Flights**

Scheduled airlines will generally not have loaded their seats to sell until approximately 10 months before departure. Should this apply to you we may not be able to confirm your exact airline, flight routing or flight times at the time of booking. We will confirm these specific details at the time of the flights being released. In the event that the fare is higher than anticipated, we will advise you of the same. In the event that the flight seats do not become available you will receive a refund of your deposit and that will be the limit of our liability.

10. **Excursions**

Any excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator, nor do we accept any liability for the same.

11. **Complaints**

If you have a complaint about any of the services included in your holiday during the duration of your holiday, you must contact the supplier immediately. If a problem remains unresolved during your holiday, you must make a complaint in writing to us within 28 days of the completion of the holiday. Any such written complaint must include your booking reference and all other relevant information. If you fail to follow the requirement to report your complaint whilst travelling, this will affect our ability to investigate and take remedial action and this may affect your rights under your contract with us.

Warning: the potential consequences of making fraudulent complaints and claims (including, without limitation, making fraudulent charge-back claims), include being reported to the Police and facing legal proceedings.

12. **Passport, Visa and Immigration Requirements and Health Formalities**

- 12.1 It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.
- 12.2 Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk.

- 12.3 Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk.
- 12.4 For European holidays you should obtain a completed and issued form EHIC prior to departure.
- 12.5 Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk.
- 12.6 Non-British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.
- 12.7 **We do not accept any responsibility if you cannot travel, or incur any other losses because you have not complied with any passport, visa, immigration requirements or health formalities (relating to Covid-19 or otherwise). You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.**

13. Delays, Missed Transport Arrangements and other Travel Information

- 13.1 If you or any member of your Booking 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 the airline or other transport supplier concerned immediately. We do not accept any liability for any such delay and/or cancellation.
- 13.2 The carrier(s), flight timings and types of aircraft shown on your booking confirmation or invoice or advised to you by us 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 where possible (please note that this may vary). 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.
- 13.3 Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.
- 13.4 Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at 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.

14. Behaviour

- 14.1 If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing or is likely to cause danger or upset or persistently affect the enjoyment of others, or to cause damage to property, we reserve the right to terminate your holiday. Should this happen no refund or compensation will be paid and we will have no further responsibility for your holiday arrangements (including any return travel).
- 14.2 You will be responsible for all damage you cause to any vehicle, accommodation or their contents during your holiday. These charges may need to be paid locally.

15. Our Liability

- 15.1 Subject to these booking conditions, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser".
- 15.2 Nothing in these booking conditions shall limit or exclude our liability for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) any other liabilities for which it would be illegal or unlawful for us to limit or exclude that liability.
- 15.3 We will not be responsible to you whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any injury, illness, death, loss, damage, expense, cost or other claim of any description to the extent 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 the services contracted for and which were unforeseeable or unavoidable; or
 - c) unusual or unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised (please refer to section C for further details); or
 - d) an event which either ourselves or our suppliers could not, even with all due care, have foreseen or forestalled.
- 15.4 Without prejudice to section A15.2 and A15.3, our total liability arising under or in connection with our contract with you, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to a maximum of an amount equal to the total cost of your travel arrangements for which you have actually paid as at the date of any claim under these booking conditions.
- 15.5 Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of our suppliers (such as airlines, accommodation or transport providers) that provide your travel arrangements. These terms are incorporated into this contract.
- 15.6 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; or (b) relate to any business.

15.7 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. 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.

SECTION B – AGENCY TERMS & CONDITIONS

Key Points:

When making your booking you enter into a contract with the applicable supplier(s) of the arrangements.

Your booking will be subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s).

If you have paid a 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 who may cancel your booking and charge the cancellation fees set out in their booking conditions.

In certain circumstances we apply a service charge for the services we provide, in addition to any charge levied by the supplier (please see below).

Where specified, we act only as an agent of the supplier(s) of the travel arrangement(s) in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("**arrangements**") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the '**supplier(s)**'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking will be subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

1. Booking and payment

- 1.1 A booking is made with a supplier when: (a) you tell us that you would like to accept our written or verbal quotation; (b) you pay the deposit as required by the supplier of the arrangements in question (or full payment if booking within 14 weeks of departure); (c) you pay all applicable insurance premiums and booking fees; and (d) we send you a booking confirmation on behalf of the supplier. If your confirmed arrangements include a flight, we (or the supplier) will also issue you with an ATOL Certificate.
- 1.2 Please check your confirmation and ATOL Certificate carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.
- 1.3 If you have paid a 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 who may cancel your booking and charge the cancellation fees set out in their booking conditions.
- 1.4 Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned, with the exception of payment taken for bookings covered by an ATOL (see Section C(8)).

2. Prices

Please note that changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised prices and prices for confirmed bookings.

3. Changes and cancellations by you

Any cancellation or amendment request must be sent to us in writing, by email or post. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes to us by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier 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).

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

4. **Changes and cancellations by the Supplier**

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

5. **Our Service Charges**

In certain circumstances we apply a service charge for the services we provide, in addition to any charge levied by the supplier:

<u>SERVICE</u>	<u>CHARGE</u>
Name Change	Supplier's charge + £25pp
Date Change	Supplier's charge + £50pp
Amendment	Supplier's charge + £50pp
Late Booking Fee	Supplier's charge + £20 per booking
Cancellation	Supplier's charge + £50 per booking

6. **Our responsibility for your booking**

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the 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 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.

7. **Visa, passport and health requirements**

Unless you tell us otherwise, we are entitled to assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements,

where given and applicable, is given on this basis, unless stated otherwise. Requirements may change and you are therefore strongly recommended to check the up to date position with the supplier of the arrangements, Passport Office, appropriate embassy, consulate or your doctor (as applicable) in good time before departure.

8. Complaints

- 8.1 Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, we recommend that you should report this to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.
- 8.2 If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you. If the matter cannot be resolved and it involves us or another ABTA member then you have the option to use ABTA's ADR Scheme, approved by the Chartered Trading Standards Institute, see www.abta.com. You can also access the European Commission Online Dispute Resolution (ODR) at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

9. Financial Protection

- 9.1 All the Package holidays we sell come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser and we will provide you with their confirmation.
- 9.2 When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 9.3 If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday with us, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

10. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability.

SECTION C – ALL BOOKINGS

1. Financial Protection

- 1.1 We have described in the terms above how we provide financial security for flight inclusive Packages, and ATOL protected flights we sell under our ATOL (number 11560). As part of these arrangements, we operate a trust account controlled and administered by Protected Trust Services. You agree that all money that you pay to us for travel arrangements requiring financial protection will be paid into that separate and designated trust account and will be held there on trust for the trustees of the [**TRUST NAME**] (or in some cases for you) in accordance with a trust deed dated [DATE] between Professional Trustees to Travel Ltd and the Air Travel Trustees. Money in that account will only be released in accordance with the terms of that deed. This means that in respect of all arrangements requiring protection, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or will receive a refund of the money you have paid for an advance booking.
- 1.2 If you book arrangements other than an ATOL protected flight or Package, your monies will not be financially protected.

2. Insurance

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

3. Special Requests

If you have any special requests, such as special meals or specific seats or rooms, we will pass those requests to the suppliers concerned. In some cases, there may be a charge, which we will advise at the time of the request, but since we have no control over their provision, special requests cannot be guaranteed and we will not accept any responsibility if they are not provided.

4. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

5. Changes to the terms and conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made all reservations will abide by the amended terms.

6. Force Majeure or Circumstances Beyond Our Control

- 6.1 We accept no responsibility and will not reimburse expenses or cover losses for any amount if, as a result of events beyond our control, we have to change your holiday or single component thereof after booking, or we, or our suppliers, cannot supply your holiday or single component thereof, as we, or they, had agreed.
- 6.2 Events beyond our control include, but are not limited to, war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic, pandemic, other significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, fire, serious security problems such as terrorist activity, civil unrest or events

arising out of political instability, Brexit, industrial dispute or strikes, bad weather (actual or threatened), Foreign Office advising against travel to a particular destination, significant building work taking place outside of your accommodation (such as resort development), unavoidable and unforeseeable technical problems with transport for reasons beyond our control or of that of our suppliers; closed or congested airports or ports.

7. Covid-19: Limitation of Liability

7.1 We both acknowledge the ongoing Covid-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday. Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- (i) if you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time prior to or after your departure, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid 19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time prior to or after your departure; or
- (ii) you fail any tests, checks or other measures imposed by us, a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

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

- (i) if not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause A4, B3 and B5 and subject to any restrictions imposed by any third party supplier;
- (ii) cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

7.3 If this happens whilst you are on your holiday, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

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

8. Payment generally and for ATOL Bookings

- 8.1 Where any payment is made to us by way of a business credit card we reserve the right to charge an administration fee at a rate which will be notified to you before payment is processed and taken by us.
- 8.2 When you buy a flight-based holiday, all monies you pay to an authorised agent of ours is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the agent is held by it on our behalf at all times.

9. Accommodation Ratings and Standards

All ratings are as provided by the relevant supplier. 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.

10. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, 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 arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

11. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with them. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from the supplier concerned.

12. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

13. Jurisdiction and Governing Law

These booking conditions and any agreement to which they apply are governed and construed in all respects by the laws of England and Wales. We both irrevocably agree that that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with your contract or booking.