

## Booking Terms and Conditions

The following booking Terms and Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Avventura Travels Limited, a company registered in England and Wales with company number 11789841 and registered office address of Highdown House, 11 Highdown Road, Leamington Spa, Warwickshire, England CV31 1XT ("we", "us" and "our"). In these booking Terms and Conditions, "you" and "your" means all persons named on the booking (including anyone added or substituted later) or any person named on the booking as the context requires.

Please read these booking Terms and Conditions carefully as they set out our respective rights and obligations. Except where expressly stated, these Terms and Conditions only apply to holiday arrangements booked by you with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these terms and conditions to "tour", "booking", "holiday", "package", "contract" or "arrangements" mean such holiday arrangements unless otherwise stated. References to "departure date" means the start date of the holiday arrangements you have booked with us.

By making a booking you agree that:

- a) you have read and understood these Terms and Conditions and have the authority to agree on behalf of all persons named on the booking to be bound by them;
- b) you are over 18 years of age and where placing an order for services with age restrictions declare that you are of the appropriate age to purchase those services;
- c) you consent to our use of personal data in accordance with our Privacy Policy and you are 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, disabilities and dietary requirements);
- a) you accept financial responsibility for payment of the booking on behalf of all persons named on the booking.

### 1. Making a booking

A booking is made with us when you pay us a 20% deposit (or full payment if you are booking within 90 days of departure) and we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. If you book via our website, we will issue you a booking

confirmation by email. You must therefore check your emails regularly. References to "send", "sent", "in writing" include communication by email.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate. Upon receipt, you must check your booking confirmation and all details on the ATOL Certificate. If this or any other document issued to you are incorrect 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 within ten days of despatch to you (5 days for tickets). We will do our best to rectify any errors notified to us after this period, but you will be liable for any costs associated in doing so.

The deposit is part payment of the holiday cost. The balance must be paid no later than 90 days before the departure date. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain the deposit. On occasions we may be asked by suppliers to make payment to them earlier than 90 days before the departure date. Such requests may be made, for example, to secure accommodation or services during periods of peak demand and failure to comply with these requests may result in changes to/loss of confirmed arrangements. Where this occurs, we reserve the right to ask you to make payment of the requested sum prior to the balance due date.

If you are booking your holiday through one of our authorised travel agents, the balance must be paid to the agent two weeks prior to the applicable balance due date as specified on the booking confirmation. All payments made to one of our authorised travel agents for the arrangements we have contracted to provide for you which do not include flights will be held by them on our behalf. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for these arrangements will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

### 2. If you change your booking and transfers of bookings

If, after a booking confirmation has been issued but more than 90 days prior to your booking departure date, you want to change your holiday or transfer to a different departure date or tour, an administration fee of £100 per booking will be charged plus any costs or charges incurred by us in effecting

the requested change. Whilst we do our best to assist, we cannot guarantee that we will be able to meet your requested change. You should be aware that the administration fee could increase the closer to the departure date so you should contact us as soon as possible in writing. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and a cancellation fee may be payable in accordance with Section 3.

If a person on the original booking confirmation is unable to travel, another person, as specified by you, can be substituted. All transfers will be subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £100 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 Terms and Conditions and all other terms of the contract between us.

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 in Section 3 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**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.**

### 3. If you cancel your booking

Should you wish to cancel your booking with us you must notify us in writing and pay the relevant cancellation fees. Such fees will be calculated from the day the written confirmation is received and acknowledged by us or our authorised travel agent. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

The cancellation charges are as follows;

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*Up to 91 days before the booking departure date*      *Loss of deposit*

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*61 – 90 days before the booking departure date*      *50% of total booking value*

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*44-60 days before the booking departure date*      *90% of total booking value*

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*0 – 45 days before the booking departure date*      *100% of total booking value*

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**Some suppliers have conditions which require 100% cancellation fees irrespective of when a booking is cancelled after booking confirmation. Such fees will be advised at the time of booking and would be fully chargeable if cancelled.**

Any administration fees or insurance premiums are not refundable in the event of cancellation.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by you due to unavoidable and extraordinary circumstances:** You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significant affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, and 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.

This clause 3 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

### 4. If we change or cancel your booking

Changes to holiday arrangements unfortunately sometimes must be made post your booking confirmation.

If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes would include; alteration of your outward/return flights by less than 12 hours, changes to aircraft type, a change in

accommodation to another of the same or higher standard, changes of carriers.

Occasionally, we may have to make a significant change to your confirmed arrangements. Examples of \*significant changes\* include the following, when made before departure:

- a. A change of accommodation area for the whole or significant part of your time away;
- b. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;
- c. A change of outward departure time or overall length of your arrangements by more than 12 hours;
- d. A change of UK departure airport except between:
  - i. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - ii. The South Coast airports: Southampton, Bournemouth and Exeter
  - iii. The South Western airports: Cardiff and Bristol
  - iv. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
  - v. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - vi. The North Eastern airports: Newcastle and Teesside
  - vii. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- e. A significant change to your itinerary, missing out one or more destinations entirely.

**Cancellation:** we will not cancel your travel arrangements less than 75 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. Please note, except for "Guaranteed Departures" (as noted on our website or in your holiday confirmation), our tours require a minimum number of participants to enable us to operate them. If any tour does not have the minimum number of participants, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 60 days before the start of your tour. For "Guaranteed Departures" there is no minimum group size and we will not cancel your booking unless for reasons of *force majeure*.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, you will have the option of; accepting the changes, having a refund of all monies paid or if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

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 of alternative booking arrangements.

**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:

- a. If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b. If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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

If we do need to make a significant alteration to your holiday, we will, where appropriate, pay you according to the following table below;

<i>Period of notification before departure date</i>	<i>Compensation per person</i>
<i>More than 60 days</i>	<i>Nil</i>
<i>60-45 days</i>	<i>£10</i>
<i>44-30 days</i>	<i>£20</i>
<i>29-15 days</i>	<i>£30</i>
<i>14-0 days</i>	<i>£40</i>

If we become unable to provide a significant proportion of the arrangements that you have booked with us after your departure, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

We have the right to cancel your booking if you fail to make payments in accordance with your booking confirmation in which case cancellation charges noted in Section 3 will apply.

## 5. Travel insurance

It is a condition of your booking with us that you have the appropriate travel insurance in place before your departure date. It is your sole responsibility on behalf of all persons named on the booking confirmation to ensure you have the appropriate level of cover. You should ensure that there are no exclusion clauses limiting or excluding any of the activities included in your holiday itinerary and that your insurance fully

covers all your personal requirements including pre-existing medical conditions, medical expenses and repatriation in the event of accident or illness. Dependent on the details of your policy you may be able to recover any cancellation charges less any policy excess. We request details of your insurance provider or a copy of your policy before departure.

## 6. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 7. Your financial protection

We provide financial security for flight inclusive packages and ATOL protected flights by way of our Air Travel Organisers Licence number 11835 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, telephone 0333 103 6350. Avventura Travels Limited will be the principal ATOL Holder in all bookings which include flights.

If your confirmed arrangements include an ATOL protected flight, 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 in the unlikely event of something going 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL Scheme.

If your confirmed arrangements do not include a flight, you are still 100% financially protected for all arrangements booked through us via our membership of the Travel Trust Association Membership Q7669. Protection covers every service which you have booked from us whether it be for transport, accommodation, entertainment or activities.

## 8. Force majeure

Except where otherwise expressly stated, we are not liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". Force Majeure means any event beyond our or our supplier'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 threat thereof), civil strife, labour difficulties, interference by authorities, political disturbance, 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 dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, closure of airports, ports or airspace or changes of schedules by airlines and all similar events outside our or suppliers' 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 an 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 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 completely unprecedented and beyond 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.

## 9. Our responsibility

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 and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation.

Subject to these booking Terms and Conditions, if we or our suppliers negligently perform those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday 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 services included in this package.**

The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in Section 10 and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a) the fault of the person(s) affected; or
- b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided; or
- c) unavoidable and extraordinary circumstances as defined in section 8.

We will not be responsible where you do not enjoy your holiday or suffer any problems due to a reason you did not disclose prior to receiving your holiday confirmation.

**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 in 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 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. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage'. You acknowledge that all 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.

It is a condition of our acceptance of liability under this section that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure in Section 10 of these booking Terms and Conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third

party and must provide ourselves and our insurers with all assistance we may reasonably require.

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

- 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. relate to any business;
- c. indirect or consequential loss of any kind.

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.

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 3 nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor the 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 section, "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.

We cannot accept responsibility for any services which were not detailed in your holiday confirmation. This includes, for example, any additional products or services which your hotel or any other supplier agrees to provide you and any excursions or activities you purchase during your holiday.

The promises we make to you about the services we have agreed to provide or arrange as detailed in your holiday confirmation, and the laws and standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

## 10. Complaints

If you have any complaints about any aspect of your holiday arrangements, you must inform your relevant supplier (e.g. your hotelier) or our appointed local representative or tour concierge immediately. It is only if we or our appointed representatives are aware of any issues that we can attempt to put things right in a timely and acceptable manner. If you have a complaint about the services provided as part of your holiday, and this cannot be resolved locally please contact [clientservices@avventuratravel.com](mailto:clientservices@avventuratravel.com). In case of emergency, or if your complaint otherwise needs resolving urgently, please contact the emergency helpline number on the fulfilment document provided to you.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at your office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. If you fail to follow this procedure, your entitlement to claim compensation may be affected or lost as a result.

If we cannot reach an amicable solution, you have the right to refer the dispute to the Travel Trust Association who can arrange for the dispute to be resolved via The Travel Industry Arbitration Service. This is an independent arbitration service administered by Dispute Settlement Services Limited.

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

## 11. Brochures/website and marketing collateral

The information contained in our brochures, on our website and any other marketing material is believed to be correct to the best of our knowledge at the time of publication or printing. However, errors or omissions may occasionally occur. We reserve the right to change prices, services or general arrangements at any time prior to providing a booking confirmation. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Hotel classifications are provided for guidance only and are not based on any internationally agreed standard. Photographs of accommodation in our brochures, on our website and in any other marketing material are provided on an illustrative only basis.

## 12. Special requests and dietary requirements

If you have any special requests including dietary requirements, a particular facility at a hotel, room location etc., you must advise us in writing at the time of your booking. You should then confirm your requests in writing. Although we endeavour to pass on all reasonable requests to the relevant

supplier or service provider, we regret that we cannot guarantee any request will be met. Confirmation that a special request has been passed on is not a guarantee that the service will be provided. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

### 13. Disabilities and medical problems

We will try 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 booking, please provide us with full details before you make 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. 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.

### 14. Acceptance of risk

You acknowledge that adventure travel and the products and services offered by us may involve a significant amount of risk to your health and safety. By travelling with us you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release us from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in our holidays or otherwise offered us. For certain activities in our itineraries, we will require that you confirm your assumption of responsibility by completing a participation waiver (the "Waiver") prior to undertaking the activity. The Waiver will be provided locally by our appointed representatives before the start of the applicable activity.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in "extreme sports" or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries are often lower than the standards you may reasonably expect in the UK. You agree that we are not responsible for providing information or guidance with respect to local

customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where our holidays operate. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

### 15. Your behaviour

You must strictly comply with all applicable laws and regulations of all countries and regions you are visiting. If in our opinion or in the opinion of any other person in authority (acting reasonably), you fail to comply with the above, you commit any legal act, or your behaviour is causing or is likely to cause danger, distress or material annoyance to others, we may terminate your travel arrangements on any product or service immediately at your expense and without any liability on our part. In the event of such termination our liability to you and/or your party will cease and you will be required to leave your accommodation or other arrangements immediately. We will have no other obligations to you and you will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodation and other holiday arrangements.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by us or our suppliers for property damage, destruction or theft caused by you while on holiday. You agree to immediately report any pre-existing damage to our appointed local representative(s) as soon as possible upon discovery. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

You agree to take all prudent measures in relation to your own safety while on holiday including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither we nor our suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

### 16. Excursions

Please note that we do not provide excursions, events or activities other than those listed in your itinerary and forming part of your holiday confirmation. Our appointed local representatives may, at your request, put you in touch with local organisations to provide additional excursions, events or activities. If you choose to book a locally arranged service which is not included in your itinerary, we will have no liability

nor are we responsible for the provision of such services or anything that happens during the course of their provision. In such case, your contract for those services will be with the local company rather than us.

## 17. Pricing policy

Our holidays and prices are inclusive of all applicable taxes. We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We will not increase the price of our holidays after you have paid in full, except for in the following exceptional circumstances:

- a) The price of any scheduled carriage costs (for example, airlines) changes
- b) The dues, taxes or fees applicable to the holiday imposed by third parties (including but not limited to, tourism taxes, landing taxes, embarkation taxes, etc),
- c) The exchange rate used to calculate your holiday cost changes

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 your confirmed holiday cost increases by more than 8% (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday 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. 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 holiday go down due to the changes mentioned above, then any refund due will be paid to you less and 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 travel due to contractual and other protection in place.

In certain circumstances, we may offer reduced promotional prices on certain holiday departures. Such reduced prices are applicable to new bookings only and cannot be retrospectively applied to existing bookings where at least a deposit has been received by us.

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

## 18. Passports, visas and immigration requirements

It is your responsibility to check and fulfil the passport, visa and immigration requirements applicable to your itinerary and destination. 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.

You must hold a passport which is valid for at least 6 months following the return date of your trip. 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 521 0410 or visit <https://www.gov.uk/browse/citizenship/passports>. Failure or inability to obtain all required visas for whatever reason does not entitle you to cancel without paying the applicable cancellation charges. 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 and immigration requirements.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**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.

For further details on passports and visas, or for information on requirements for non-British citizens, please contact CIBT UK Limited at [CIBT](#). For additional information, see [Government Travel Advice](#).

## 19. Health and vaccinations

It is essential that you visit your GP or a travel clinic well in advance of travel, preferably at least six weeks ahead, to make sure that you have taken all the necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections, and some may be incompatible with certain medicines or medical conditions. It is therefore important that your own individual medical history is considered.

For up-to-date medical advice you may wish to use the Medical Advisory Service for Travellers Abroad (MASTA), the

NHS website or The National Travel Health Network and Centre respectively via;

[MASTA](#)

[NHS Fit For Travel](#)

[NaTHNaC](#)

## 20. 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 us. 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 us or the supplier concerned.

## 21. Prompt assistance

If, 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 assistance with distance communications and finding alternative arrangements. Where you require assistance which 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, 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 Terms and 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.

## 22. Delays, missed transport arrangements and other travel information

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 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](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 right 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 Section 8 of these booking Terms and Conditions (which includes the behaviour of any passenger(s) on any flights who, for example, fail to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and details on your booking confirmation 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 2 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 "Community list" detailing air carriers that are subject to an operating ban with the EU Community (available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en))

## 23. Foreign Office advice

You are responsible for making yourself aware of Foreign Office in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see Section 8).

## 24. Advanced passenger information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our Privacy Policy.

## 25. Images and marketing

You agree that while participating in one of our holidays, images and videos may be taken by us, our appointed representatives or other customers that may feature you. You agree that such images and videos can be taken and grant us a perpetual, royalty-free, worldwide and irrevocable licence to us and our appointed representatives to reproduce for any purpose whatsoever in any medium whatsoever without any further obligation or compensation to you.

## 26. Data protection

We are fully committed to full compliance with the requirements of the General Data Protection Regulation. We will therefore follow procedures which aim to ensure that all employees, suppliers, consultants, partners or other agents acting on our behalf (collectively known as data users) who have access to any personal data held by or on behalf of us are fully aware of and abide by their duties under the General Data Protection Regulation.

To enable us to fulfil our duties in arranging your holiday, you consent to us processing personal information about you and your party including sharing such information with third parties (such as airlines, accommodation and service providers) to organise and provide your holiday arrangements.

For more information please see our [Privacy Policy](#).

## 27. Applicable law and jurisdiction

These booking Terms and Conditions and any agreement to which they apply are governed in all respects by English Law. We both irrevocably agree that any dispute, claim or other matter which arises out of or in connection with this contract will be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland in which case proceedings can be brought in your home country.