

If your booking with us comprises a flight only transaction please refer to our FLIGHT ONLY AGENCY BOOKING CONDITIONS available on our website and accessible via links in your booking confirmation and travel documents.

WORLD TRAVEL CENTRE LIMITED PACKAGE BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via a website, the 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 World Travel Centre Limited, a company registered in Northern Ireland with company registration number: NI010853 trading as World Travel Centre, WTC, and Roomteam and whose address is Ground Floor Murrays Exchange, 1, Linfield Road, Belfast, BT12 5DR ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

- a. he/she has read these Booking Conditions and has the authority to and agrees to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking;
- e. he/she will be the group organiser where making a group booking and will ensure that full and accurate information is provided to us at the time of booking; and
- f. agrees to provide us with a valid email address and contact mobile telephone number for at least the lead passenger. We are obliged to pass this information to the travel service providers in your booking so that they may contact you directly in the event of schedule changes or disruption to a trip element.

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay a deposit or full payment by the balance due date notified to you by our authorised travel agent (full payment is usually required where you are booking within 84 days of departure for a Package booking) and a booking confirmation or booking statement is dispatched to you.

A binding contract will come into existence when we or our authorised travel agent despatch the booking confirmation/booking statement and or flight tickets to the first named person on the booking.

If your confirmed arrangements include an ATOL protected flight, we (or our authorised agent on our behalf) will also issue you with an ATOL Certificate, confirming your arrangements and your protection. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or booking statement, flight ticket, or any other document are wrong you must advise our authorised travel agent 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 ten days of our sending it out (immediately for flight tickets).

You must provide our travel agent with a valid email address and contact mobile telephone number for at least the first named person on a booking which will be passed to us. Please note we may require you to provide us with the contact mobile telephone number for any/all parties on whose behalf a booking is made. We or our authorised travel agent on our behalf will usually be obliged to pass this information to the travel service providers in respect of your booking so that they may contact you directly in the event of schedule changes or disruption to a trip element. Our use of personal data is set out in detail in our Privacy Policy.

The date when the balance of the cost of your arrangements (including any applicable surcharge) is due will be notified to you at the time of booking and will be included in your booking confirmation or booking statement. Typically, it is not less than 84 days prior to scheduled departure for Packages but could be longer or shorter depending on the travel arrangements that you book and the requirements/terms and conditions of relevant suppliers. 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 your deposit.

If we are unable to confirm your booking, a full refund will be issued. Payment for booking requests can be made by all major credit and debit cards. In addition, you may be able to pay by bank transfer of cleared funds for telesale transactions. We will not accept responsibility for cash or cheques sent via post. Taxes may fluctuate in line with exchange rates and will be recalculated on the day final balance payments are collected. You will be advised if additional monies are due. Please note we can only accept credit cards for customers who have a billing address in Ireland & the United Kingdom and acceptance of cards with billing addresses outside of this is at the company's discretion.

Please note that, where we at our complete discretion, agree an extension (“**Extension**”) of time to allow you to pay the balance of the cost of your arrangements, this will not prevent us or the Supplier/Principal from later exercising our/their right to treat your booking as cancelled if you fail to pay the balance of the cost of your arrangements by the balance due date agreed to when an Extension is granted.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer 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.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures and that we provide to our authorised agents is accurate, however occasionally changes and errors occur and we (and our authorised agent on our behalf) 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 you make your booking.

3. Pricing

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

Where you have booked a Package with us, additional terms and conditions apply, please see clause 23 for further information.

SERVICE FEES: Please note that we charge a service fee that is included in the final price quoted for your purchase. Service fees for flights are a minimum of £50 per person. Service fees for car hire are a minimum of £50 per person.. Service Fees for hotels are a minimum of £50 per person.

REFUNDS: Refunds will be made to the original payment method used for payment. Where original payments were made greater than 6 months earlier or in the case of expired or stolen cards, we will issue a secure link by email to enable card verification. Any change or reissue fee levied by a supplier, will incur an additional £50-£200 administration fee from us per person.

4. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions (you will need to be satisfied that your insurance policy specifically covers losses occurring, and medical expenses you may incur, as a result of Covid-19), cancellation charges, medical expenses and repatriation in the event of accident or illness. Please check that your policy provides cover for the activities/excursions that you will be participating in. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

You must check your policy carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions of all those on whose health your travel arrangements depend). If you do not disclose relevant information, your insurance may not be effective.

Where we have issued your policy, you must read your policy booklet thoroughly and if you are not satisfied with the cover, you can apply for a refund with 14 days of purchase.

5. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, this means any event beyond our or our/their 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, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics, epidemics, Covid-19 and its ongoing effects, 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 any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events beyond our or the supplier(s) concerned's control.

6. Special Requests

Any special requests must be advised to us via our authorised agent at the time of booking and confirmed in writing e.g. diet, room location, a particular facility at a hotel etc. Whilst every effort will be made by arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice/booking statement or any other documentation or that it has been passed on to a supplier is not confirmation that the request will be met. 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 (and our authorised agents on our behalf) do not accept bookings that are conditional upon any special request being met.

7. 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 the authorized agent through whom you made your booking and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 5 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

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

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK.

Where we produce and make available promotional literature including flights, any such promotional literature is our responsibility, as your tour operator, It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

8. No Show

No-Show: If you do not show up and check-in for any flight, hotel, car hire or transfer on time, and or otherwise fail to use any travel arrangement booked with us, you will not be entitled to any refund. Please note that if you have purchased a return flight and you do not use the first flight, most airlines automatically cancel the remaining flights in your itinerary.

9. Advance Passenger Information

A number of Governments require air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft departs. 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.

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. Where we require customers to complete a medical form(s) before we can confirm your booking, these will be completed in the interests of your safety. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us, via our authorised agents, with full details before your booking is confirmed so that we can try to advise you as to the suitability of your chosen travel arrangements. We or our suppliers may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen arrangements. You should also update us via our authorised agents through whom you made a booking if any of the information provided on the Medical Form changes for whatever reason, after your booking has been confirmed.

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. Entry, Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the entry, 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.

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

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov>. For European itineraries you should obtain a completed and issued form EHIC or UK Global Health Insurance Card (GHIC) prior to departure. EHIC provisions have changed and information on the EHIC and GHIC is available at <https://www.gov.uk/guidance/uk-residents-visiting-the-eueea-and-switzerland-healthcare>, <https://www.gov.uk/global-health-insurance>, <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/>, <http://www.dh.gov.uk> or from your local Department of Health office. You should check these sites for updates before departure. A EHIC or GHIC is not a replacement for medical insurance and you are still required to obtain comprehensive medical insurance prior to departure if you have a EHIC or GHIC.

You may apply for an GHIC online at <https://www.ghic.org.uk/Internet/startApplication.do> and find further information relating to application for the same at <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/> or by phone on 0191 218 1999 or by post to Overseas Healthcare Services, NHS Business Services Authority, Bridge House, 152 Pilgrim Street, Newcastle upon Tyne, NE1 6SN. You can apply for a UK EHIC at <https://services.nhsbsa.nhs.uk/cra/start>. All applications for EHICs and GHICs are subject to whether or not you are eligible for the same and you can get further information by visiting the above sites or calling the NHS Business Services Authority.

Non-British passport holders, including EU nationals, should obtain up to date advice on entry, passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

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

Please note: The impact of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker

can be found here at <https://www.gov.uk/check-a-passport-travel-europe>.

12. Foreign, Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice 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 FCDO to avoid or leave a particular country may constitute an Event Beyond our Control. (See clause 5).

13. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the our suppliers including any hotel manager, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we, or the supplier on our behalf, reserve the right to terminate your booking immediately.

In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor our suppliers will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. 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 due to your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

14. Complaints

We make every effort to ensure that your holiday arrangements run smoothly so it important to us that we are given the opportunity to resolve any issues that you may encounter during your holiday, this means addressing any issues immediately and carefully so they do not affect the rest of your trip. If you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotel) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact the authorised agent through whom you placed your booking so that the problem can be resolved as quickly as possible.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us to the email address provided in our travel confirmation, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and our applicable supplier's ability to investigate your complaint and may affect your rights under your travel contract.

15. Insolvency Protection

Where you purchase a flight-inclusive package from us acting as Package Organiser we will provide protection, by way of our Air Travel Organiser's Licence number 4138, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk. The price of such 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.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk.

We, or the supplier(s) 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.

16. Accommodation

All accommodation is reserved exclusively for use by the first named person plus the total number of passengers, whether adults or children, as shown on the Invoice / accommodation voucher. Unauthorised occupancy may result in the accommodation refusing occupation with immediate cancellation and loss of all monies paid. Most accommodation is sold on a twin/double room basis; however most properties have more twin rooms than doubles. If a double bed is requested, please be aware that this may be two single beds pushed together. Additional beds for triple/quad rooms could either be a pull out sofa bed, foldable bed, rollaway beds, or bunk beds. Self-Catering properties usually do not offer a choice of bed type. Some properties impose a minimum number of nights per stay and bookings may incur a surcharge if less than the minimum period allowed. The maximum number and age of occupants of a room is determined by the accommodation provider and we shall have no liability in the event that you are not satisfied with the room size, room layout or bed configuration. Should you wish to complain, please refer to clause 14.

Ratings

Hotels are generally ranked in stars and apartments and aparthotels in keys. Our accommodation ratings are a guide that rank properties according to quality and are intended to serve as guidelines for guests who are making reservations. While these ratings can be helpful when making a choice of properties, there is no standardised worldwide rating system.

For example, the standard of a 3-star hotel in England is far different from a 3-star hotel in Rome as ratings are determined by local government agencies or independent organisations, and they vary greatly from country to country. In fact, ratings can also vary from city to city within the same country, and even between accommodations in the same city. In other words, there is no uniform measure that determines a property's rating. Even though star ratings can seem arbitrary, they can still be beneficial and can help to inform you about a property and assist you with your selection process.

National consumer travel organisations, travel websites, accommodation suppliers, the property and guidebooks assign ratings to hotels and apartments, but each one uses its own set of criteria to determine the rating. We use the rating provided by our accommodation suppliers who have a contract with the hotel and these are what we provide as guidance. we will not amend, alter, or refund any booking when requested by the customer, where the customer has found an alternative rating and requests an upgrade, or refund, or amendment as a result.

Hotel Facilities

Please read the description of the hotel for other hotel policies applicable to your stay. You must be at least 21 years of age to check in to hotels in many worldwide locations. Please note that the hotels booked by us for you are not exclusive to us. We are not responsible for any limitation in facilities because of other hotel guests or their activities. We do not take responsibility for hotel content (including images, facility listings, etc.) displayed on our website. Hotels may change facilities and property features without prior notice to us and it is your responsibility to confirm facilities directly with the hotel at the time of travel.

Local Taxes Not Included In Hotel Cost

Please note that there may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking e.g. resort fees, local taxes, sales tax etc. Any local taxes will be payable by you directly to the hotel at the time of check in / checkout.

Descriptions and Photographs

All pictures and descriptions are displayed in good faith. However, in certain circumstances beyond our control accommodation descriptions may be affected, such as sea views, which may be obscured by greenery, such as trees. Although we try to maintain up to date information on any changes, all details displayed should be regarded for general information only. Accommodation categories and star ratings shown on the website are provided by the accommodation providers, however standards can vary between accommodations of the same class in different countries, it is therefore important that the accommodation details are read in full.

17. Flights

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational / maintenance requirements, and the requirement for passengers to check in on time. We are not liable if there is any change to a departure / arrival time previously given to you or shown on your ticket. It is for this reason that all customers are advised to reconfirm their flights, with the airline, 72 hours prior to departure. We are also unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless advised, to the Company, by you within 72 hours of departure. All prices shown are subject to availability.

Whilst we will do all we can to assist our customers, should you need to change your flight due to any changes in government advice, we are bound by the terms and conditions of your flight operator. If the airline with whom you are due to travel cancels your flight, you will be due a refund or credit. If the flight operates and you decide not to travel you will not be entitled to a refund, only a date change with applicable fare difference and change fees being borne by you.

18. UNACCOMPANIED CHILDREN UNDER 16

Please note that rules and regulations for children travelling alone may vary by country, so please check the applicable regulations with the local country authorities. It is essential that you speak to one of our sales consultants for exact information on the airline your children are traveling on.

19. Law and Jurisdiction

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

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. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. Although we may recommend certain suppliers to you (e.g. ski hire, childcare), 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.

PACKAGE BOOKINGS

22. Definition of a Package

Where your booking is for a Package holiday that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in this Section of our Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

23. Pricing of Packages

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

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

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

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (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 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 an administration fee. Our administration fees are typically £50- £200 (please refer to your booking confirmation/ booking statement for specific administration fees). 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.

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

24. 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.

25. If You Change Your Booking & Transfers of Bookings

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee. Our administration fees are typically £50 - £200 per person per change (please refer to your booking confirmation/ booking statement for specific administration fees), as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You

should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. 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. A cancellation fee may be payable in accordance with clause 26.

Transfer of Booking:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of between £50-£200 per person transferring (please refer to your booking confirmation/ booking statement for specific amendment fees), as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking 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 clause 26 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

26. If You Cancel Your Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

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.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 70 days	40% of the total holiday cost
From 69 to 43 days	50% of the total holiday cost
From 42 to 29 days	70% of the total holiday cost
From 28 to 14 days	90% of the total holiday cost
Less than 14 days	100% of the total holiday cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

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

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

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

Cancellation by You due to Unavoidable & 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 significantly 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 be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development 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, 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 26 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.

27. If We Change or Cancel Your Package

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: 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 include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally 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 a 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 significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii 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 or alternative booking arrangements.

Insurance If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation

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

- (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.

Period before departure in which we notify you	Amount you will receive from us per person*
More than 70 days	Nil
Between 69 to 43 days	£20
Between 42 and 29 days	£40
Between 28 and 14 days	£80
Less than 14 days	£120

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 5).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, 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.

28. Our Responsibilities to You in respect of Package Holidays

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange 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 these Booking Conditions 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.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (c) Events Beyond Our Control (as defined in clause 5).
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - (b) **Claims not falling under (a) above and which don’t involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
 - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as 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 a copy of this Convention from our offices. Please contact us. In addition, you agree that the operating carrier or transport company’s own ‘Conditions of Carriage’ will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those ‘Conditions of Carriage’. You acknowledge that all of the terms and conditions contained in those ‘Conditions of Carriage’ form part of your contract with us, as well as with the transport company and that those ‘Conditions of Carriage’ shall be deemed to be included by reference into this contract.
 - ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) 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.
- (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;
 - (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

29. 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 travel 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 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.