



## Booking Terms and Conditions

Please Note: If you have signed a General Agreement that will supersede these Booking Terms and Conditions.

These Booking Conditions together with our Privacy Policy and where your itinerary 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 Go Privilege Limited a company registered in England with company number 11843136 and registered office 20-24 High Street Rayleigh Essex England SS6 7EF. 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 does agree 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.

Please Note: We act in the following capacities as a Package Organiser in the sale of a Package Holiday (please see clause 19 for further details) and as a Principal in the sale of a 'single service' booking (i.e. individual sales of accommodation ticket sale experience or hospitality booking). As a result our obligations to you will vary depending upon whether you book a Package with us or whether you make a single service booking. Our differing obligations are set out below in the following separate sections:

- Section A contains the conditions that will apply to all bookings you make with us;
- Section B contains the conditions which will apply where you make a single-service booking with us where we are acting as Principal; and
- Section C contains the conditions which will apply when you make a Package Holiday booking with us where we act as the Package Organiser.

### SECTION A – APPLICABLE TO ALL BOOKINGS

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

#### 1.) Booking and Paying for Your Arrangements

A booking is made with us when you have accepted a booking form sent from Go Privilege. Unless a deposit value has been agreed with your sales agent at point of sale and subsequently added to your booking form you will be invoiced for full payment due upon booking which are Go Privilege's standard payment terms. We reserve the right to return your deposit

and decline to fulfil your order at our absolute discretion. A binding contract will come into existence between you and us as soon as you accept your booking form which confirms the details of your booking.

Before accepting your booking form if you believe that any details are incorrect or if any other documents are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

If a deposit had been agreed with your sales agent and added to your booking form the following balance for the cost of your arrangements (including any applicable surcharge) are due not less than 12 weeks prior to scheduled booking date (unless specified otherwise if full payment is required upon booking regardless of when the booking is made). 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 the cancellation charges set out in the applicable sections will become payable.

## **2.) Accuracy of Advertising Material**

We endeavour to ensure that the descriptions information and prices both on our website and in our advertising material are accurate; however occasionally changes and errors occur. If an error is discovered after you have received your booking confirmation we will notify you as soon as possible. We reserve the right to correct prices and other details in such circumstances for insignificant price increases of less than 5%. If the error is greater than a 5% increase you have a right to cancel your booking without penalty or accept the corrected price and proceed with the booking.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of publishing/printing regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

## **3.) Travel 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 cancellation charges medical expenses and repatriation in the event of an accident or illness. 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. Failure to obtain such travel insurance may result in you bearing all costs that would have been otherwise covered.

## **4.) Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we cannot accept liability or pay any compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Conditions Events Beyond Our Control 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 but are not limited to; 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 (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19) epidemic pandemic 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 and any advice issued by 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 out of the control of the supplier(s) concerned. You will be notified if your booking is affected.

## **5.) Special Requests**

Any special requests must be advised to us at the time of booking (e.g. diet room location a particular facility at a hotel etc.). You should then confirm your requests in writing by email sent to [bookings@goprivilege.co.uk](mailto:bookings@goprivilege.co.uk). Whilst every effort will be made by us to try and 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 or any other documentation or that it has been passed on to the 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 do not accept bookings that are conditional upon any special request being met.

## **6.) Cutting Your Booking 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 booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel 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.) Accommodation Ratings and Standards**

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

## **8.) Complaints**

We make every effort to ensure that your booking with us runs smoothly but if you do have a problem during your holiday please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally please email us at [bookings@goprivilege.co.uk](mailto:bookings@goprivilege.co.uk) or call 020 3908 4660 immediately.

If the problem cannot be resolved and you wish to complain further you must email us at [bookings@goprivilege.co.uk](mailto:bookings@goprivilege.co.uk) ideally within 28 days of the end of your stay giving your booking reference and all other relevant information. Please keep your email 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 the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

We will acknowledge receipt of your complaint within 5 working days and provide a full response within 28 days.

## **9.) Disabilities and Medical Problems**

We are not a specialist disabled travel company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your 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.

## **10.) Your Responsibilities**

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 or in the opinion of any hotel manager 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 reserve the right to terminate your booking with us 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. We will have no 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 booking date. 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.

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.

## **11.) Excursions**

Please note that we do not provide or arrange excursions other than those listed in your itinerary and form part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions as your contract for such excursions will be with a local company providing the services and not with us.

## **12.) Entry Passport Visa and Immigration Requirements Safety & Health Formalities**

It is your responsibility to check and fulfil the entry passport visa immigration requirements safety and health formalities applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates the Foreign Commonwealth and Development Office ('FCDO') and your own doctor as applicable. Requirements and the safety of the countries and areas in which you will be travelling to do change and you must check the up to date position in good time before booking date in order to make your decisions accordingly. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Special conditions apply for travel to the USA and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to booking date unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway Iceland Liechtenstein and Switzerland UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to booking date including cover for emergency medical treatment and associated costs. Up to date travel advice can be obtained from the FCDO visit <https://www.gov.uk/travelaware>.

Non British passport holders including other EU nationals should obtain up to date advice on entry passport visa health and immigration requirements from the Embassy High Commission or Consulate of your destination or 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 as a result of your failure to comply with any entry passport visa immigration requirements or health formalities.

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

## **13.) Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. 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.

## **14.) Law and Jurisdiction**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute claim or other matter which arises between us out of or in connection with your contract or booking will be

dealt with by the Courts of England and Wales only. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## SECTION B – SINGLE SERVICE BOOKINGS

This section applies to all single service bookings that you make with us (e.g. individual sales of accommodation ticket sale experience or hospitality booking) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.

### 15.) If You Change or Cancel Your Single Service Booking

#### Changes:

If after confirmation you wish to change your booking in any way we will endeavour to make these changes if they are possible. Where we can meet a request all changes will be subject to payment of an amendment fee of £30 per person per change as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

#### Cancellations:

If you or any member of your party decides to cancel your booking you must notify us by recorded delivery post or by email. 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. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more members of a party cancel it may increase the per person 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 booking date date within which written notification is received at our offices	Cancellation Charge
More than 12 weeks prior to booking date	Deposit only*
12 weeks or less prior to booking date	100% of booking cost

\*may be 100% of the booking cost if full payment was required when booking was made. You also may be liable for the full balance of the booking if we cannot recover costs paid to suppliers in relation to your order.

#### *Important To Note:*

We will where we can refund costs if you cancel more than 12 weeks before the booking date. However we pay our suppliers in advance and will only refund costs which we are also able to recover from our suppliers. Further certain arrangements may not be amended after they have been confirmed (even upon booking). Therefore any alteration or cancellation after you receive your confirmation invoice could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. Please note that amendments charges are not refundable in any circumstances This clause 23 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

### 16.) If We Change or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely we may be forced due to Events Beyond Our Control (please see clause ) to change or terminate all or some of your arrangements after the booking date. If this situation does occur we regret we will be unable to make any refunds pay you compensation or meet any costs or expenses you incur as a result.

### **16A.) Fixture Dates & Rescheduling**

All football fixture dates are subject to change due to external factors including, but not limited to, television scheduling, competition conflicts, or governing body decisions. By booking with Go Privilege, you acknowledge that you are purchasing access to the fixture itself, not the specific date. In the event a fixture is rescheduled, and you are unable to attend the new date, Go Privilege will use reasonable endeavours to resell the package on your behalf. However, such resale cannot be guaranteed, and no refund will be provided solely due to the change in fixture date.

## **17.) Our Responsibilities for your Single Service Booking**

1.) Subject to the remainder of this condition we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore provided we have selected the suppliers/subcontractors with reasonable skill and care we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier its employees or agents.

2.) Our liability is limited in accordance with the Unfair Contract Terms Act 1977 and the Consumer Rights Act 2015. Direct and indirect losses will be distinguished. 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 act(s) and/or omission(s) of the person(s) affected; or
- B.) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- C.) unusual or unforeseeable circumstances beyond ours or our supplier(s) control the consequences of which could not have been avoided even if all due care had been exercised; or
- D.) an event which either ourselves or suppliers could not even with all due care have foreseen or forestalled.

3.) We limit the amount of compensation we may have to pay you if we are found liable under this condition:

- 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 twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

4.) It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves 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 ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

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

- which on the basis of the information given to us by you concerning your booking prior to our accepting it we could not have foreseen you would suffer or incur if we breached our contract with you; or
- relate to any business.

7.) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away or any service or facility which your hotel or any other supplier agrees to provide for you.

## 18.) Insolvency Protection

If you book arrangements other than Package Holiday from us your monies will not be financially protected. Please ask us for further details.

## SECTION C: PACKAGE HOLIDAY BOOKINGS

This section only applies to Packages booked with us where we are acting as the Package Organiser (please see clause 19 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

## 19.) Definition of a Package Holiday

Where your booking is for a Package 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 as amended ("PTRs") as outlined in this Section C of these 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:

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

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are 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.

**IMPORTANT NOTE:** Please note that:

- A.) where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- B.) where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above combined with one or more tourist services (as listed at (d) above) this will not create a Package where the tourist services:
  - do not account for 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the package; or
  - are selected and purchased after the performance of the transport accommodation or car rental has started.

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs please see Section B of these Booking Terms and Conditions for the terms applicable to such arrangements.

## 20.) Pricing of Package Holiday

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

- the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- the level of taxes or fees chargeable for services applicable to the itinerary imposed by third parties not directly involved in the performance of the itinerary including tourist taxes landing taxes or embarkation or disembarkation fees at ports and airports; and
- 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 Package (excluding any insurance premiums amendment charges and/or additional services or travel arrangements) you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it 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 Package go down due to the changes mentioned above then any refund due will be paid to you less an administrative fee of £30. 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 itinerary within 20 days of your booking date nor will refunds be paid during this period.

## **21.) If You Change or Transfer your Package Holiday**

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 amendment fee of £30 per person per change 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 booking 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 21.

### **Transfers of Package 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 itinerary;
- B.) we are notified not less than 7 days before booking date;
- C.) you pay any outstanding balance payment an amendment fee of £30 per person transferring as well as any additional fees charges or other costs arising from the transfer; and
- D.) the transferee agrees to these booking conditions 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 21 will apply in order to cover our estimated costs. Otherwise no refunds will be given for passengers not travelling or for unused services.

## **22.) If You Cancel Your Package Holiday**

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 by email correspondence at [bookings@goprivilege.co.uk](mailto:bookings@goprivilege.co.uk) and will be effective from the date on which we receive it.

Should one or more members of a party cancel it may increase the per person Package Holiday price of those still travelling and you will be liable to pay this increase.

<b>Period before booking date date within which written notification is received at our offices</b>	<b>Cancellation Charge</b>
More than 12 weeks prior to booking date	Deposit only*



<b>Period before booking date date within which written notification is received at our offices</b>	<b>Cancellation Charge</b>
12 weeks or less prior to booking date	100% of total cost of Package Holiday

\*may be 100% of the booking cost if full payment was required when booking was made. You also may be liable for the full balance of the booking if we cannot recover costs paid to suppliers in relation to your order.

Important To Note:

We will where we can refund costs if you cancel after 12 weeks before the booking date. However we pay our suppliers in advance and will only refund costs which we are also able to recover from our suppliers. Further certain arrangements may not be amended after they have been confirmed (even upon booking). Therefore any alteration or cancellation after you receive your confirmation invoice could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. Please note that amendment charges are not refundable in any circumstances.

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

### **Cancellation By You Due To Unavoidable & Extraordinary Circumstances:**

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation.

For the purposes of this clause "unavoidable and extraordinary circumstances" may include warfare other serious security problems such as terrorism significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods earthquakes or weather conditions which make it impossible to travel safely to the travel destination as agreed in the package travel contract.

This clause 22 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.

### **23.) If We Change or Cancel your Package Holiday**

As we plan your Package Holiday 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 Package Holiday we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your booking date but we will have no liability to you. Examples of minor changes include alteration of your outward/return date by less than 12 hours change of accommodation to another of the same or higher standard.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following when made before booking date:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A significant change to your itinerary missing out one or more destinations entirely.
- A change of UK booking date airport except between:
  - A.) The London airports: Gatwick Heathrow Luton Stansted London City and Southend

- B.) The South Coast airports: Southampton Bournemouth and Exeter
- C.) The South Western airports: Cardiff and Bristol
- D.) The Midlands airports: Birmingham East Midlands and Doncaster Sheffield
- E.) The Northern airports: Liverpool Manchester and Leeds Bradford
- F.) The North Eastern airports: Newcastle and Teesside
- G.) The Scottish airports: Edinburgh Glasgow Prestwick and Aberdeen

Cancellation: We will not cancel your travel arrangements less than 12 weeks before your booking date except for Events Beyond Our Control or failure by you to pay the final balance. We may cancel your Package 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 booking date we will offer you the choice of:

- (for significant changes) accepting the changed arrangements; or
- having a refund of all monies paid; or
- if available and where we offer one accepting an offer of an alternative Package 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 cancel your booking and the terms in clause 21 will apply.

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.

## **24.) Our Responsibility for your Package Holiday**

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 amended as set out below and as such we are responsible for the proper provision of the travel services specifically included in your Package Holiday as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you whether provided by the travel service providers or otherwise which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.

2.) We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

3.) We will not be responsible 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 4).

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

- 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:

Where applicable the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as 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 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.

Where applicable in any circumstances in which a carrier is liable to you by virtue of Regulation 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.

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

5.) Subject to these Booking Terms & Conditions if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time and this has affected the enjoyment of your Package Holiday travel arrangements 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 Holiday. 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 Terms & 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.

6.) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

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

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

- A.) which on the basis of the information given to us by you concerning your booking prior to our accepting it we could not have foreseen you would suffer or incur if we breached our contract with you; or
- B.) relate to any business:
- C.) indirect or consequential loss of any kind.

9.) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any printed material we may produce. For example any excursion you book whilst away or any service or facility which your hotel or any other supplier agrees to provide for you.

10.) Where it is impossible for you to return to your booking date point as per the agreed return date of your Package Holiday 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 booking date point.

## **25.) Insolvency Protection for Package Holidays**

We provide financial security for flight-inclusive Package Holidays and ATOL protected flights by way of our Air Travel Organiser's Licence number [12454] issued by the Civil Aviation Authority Gatwick Airport South West Sussex RH6 0YR UK telephone 0333 103 6350 email: [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected where you can get information on what this means for you and who to contact if things go wrong. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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

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

We provide full financial protection for our Package Holidays. If you book arrangements other than a Package Holiday from us your monies will not be financially protected. Please ask us for further details.

## **26.) Prompt Assistance for Package Holidays**

If whilst you are taking part in your itinerary 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 subcontractors 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.