

Booking Terms & Conditions

When we package your holiday for you we act as agents of The Global Travel Group Ltd (ATOL 3973). Your contract will be with The Global Travel Group Ltd and the act of making a booking indicates to us that the first named person on the booking agrees to accept all responsibility for the information they provide to us.

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agent booking services with Holiday Direction Limited.

Holiday Direction Ltd (Company Registration Number. 10138913) and a Fully-Bonded Trading Member (M2583) of The Global Travel Group Ltd (Company Registration Number. 2774722)((TGTG)).

These Booking Conditions form the basis of your agreement with The Global Travel Group Limited. They apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. References in these Booking Conditions to “arrangements” mean such holiday arrangements.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English law (and no other) will apply to any dispute, claim or other matter which arises between us out of or in connection with your contract or booking.

Our obligations to you may vary depending upon whether you book with us a package, a Flight Plus (as defined below), or a single component arrangement, and our differing obligations are set out below, in four separate sections: Section A contains the conditions which will apply to all bookings. Section B contains the conditions which will apply when you book package. Section C contains those which will apply where you book non package arrangements. Section D contains those terms which will apply where you book a ‘Flight-Plus’.

Please note that our prices are based on bookings made by UK residents only. If you are not a UK Resident or UK passport holder, you may be liable upon check-in/check-out for additional charges. The Global Travel Group Limited will not be liable for such additional charges.

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

A **Flight-Plus** exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a

period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus.

If in connection with the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.

A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book: a) a non flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK. (A Package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-(a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package.)

A flight which begins and ends in the United Kingdom will not form part of a Flight-Plus.

A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the requirements in the first paragraph of the Flight-Plus definition are no longer satisfied.

Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

Please note, in respect of some package bookings, when making your booking we will arrange for you to enter into a contract with the applicable supplier of the package in question. We then **act as agent only**. In this case, your booking confirmation will stipulate the particular Tour Operator with whom you will have a contract for the supply of your package holiday. In this event, please note that we accept no liability in relation to any contract you enter into or for any arrangements you purchase or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. **For all bookings we make as agent, your contract will be with the supplier of the arrangements in question and the specific booking conditions of the relevant supplier(s) you contract with will apply in place of all conditions below.** You are advised to read these conditions carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

SECTION A – TERMS WHICH APPLY TO ALL BOOKINGS

1. MAKING YOUR BOOKING

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us.

2. PAYMENT

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.

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date (i) where we act as an agent, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions, and (ii) where you have booked a package with us, you will be subject to our cancellation charges. Full payment is due 15 weeks prior to departure.

3. CHANGES OR ADDITIONS TO YOUR HOLIDAY

If you wish to change any part of your holiday arrangements we will do our utmost to make that change, however, we would like to advise you that it may not always be possible. Any request for changes must be made in writing by the person who made the original booking. If it is possible to make the change, it will be subject to an administration charge which will be notified to you at that time together with any costs or charges incurred or imposed by any of our suppliers. You should be aware that there may be extra charges applicable dependent on the change you make.

With some suppliers/airlines and hotels, special fares are in some cases non-refundable as soon as they are booked. In addition some suppliers/airlines may consider a name change or other change to an existing booking as a cancellation and rebooking with up to 100% cancellation charges payable by you. Please check at the time of booking.

No Frills Airlines and/or Chartered normally regard name changes after tickets have been issued as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge. Please note, it may not be possible to make changes within 28 days of your scheduled departure date without incurring 100% cancellation charges. We will however, do our utmost to accommodate your requested change or addition.

For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been utilised for any reason, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued.

4. TRANSFERRAL OF BOOKINGS

If you are unable to travel, in certain exceptional circumstances you may be permitted to transfer your booking to another party. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment /administration fee which will be notified to you at the time must be paid before the transfer can be effected. If you are unable to find a replacement, cancellation charges as set out in these terms will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

5. INFORMATION ACCURACY

Please note, advertised information and prices may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking.

Please bear in mind that accommodation owners, restaurateurs, night club owners etc, may wish to maintain or improve their facilities, or even take a break themselves. Flight times and carriers are given for guidance only as there may be changes. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure. There may also from time to time be general refurbishment at these establishments. These are necessary to maintain standards but if we are informed of such work, we will endeavour to notify you of any activity as soon as possible, however near to your departure this may be.

6. IMPORTANT FLIGHT INFORMATION

Please note that most airlines do not include hold baggage within the cost of their flights. Where this is the case extra charges will apply. Please check at the time of booking that hold baggage is included within your booking. It is your responsibility to ensure you have sufficient baggage allowance. Please be aware that hold baggage weight restrictions may also vary between airlines.

7. FLIGHTS

There are varying types of flights that we may book as part of your package i.e. Charter, No Frills, Full Published and Consolidated. Any flight element of your holiday is provided by an independent supplier. Each supplier has their own terms and conditions. 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 ourselves or the supplier concerned.

Please note: the carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carriers tariffs, rules or regulations. Right of refusal may now also be granted to Airlines under new and stringent anti-terrorism laws.

8. CHARTER FLIGHT CONDITIONS

A charter flight is invariably where an ATOL licensed Tour Operator such as AVRO, Thomson, or Thomas Cook etc has "chartered" their own Aircraft. When we book a charter flight on your behalf, we will identify that Charter Operator on your ATOL receipt. Full terms and conditions relating to individual charter airlines may be found in the relevant charter airline brochures. Where copies of these conditions are not readily available, copies of these terms and conditions are available on request from ourselves or the supplier concerned. By booking with us, you are agreeing to these conditions.

9. NO FRILLS FLIGHT CONDITIONS

When we book a "No Frills" flight on your behalf, we will identify that "No Frills" Airline on your ATOL receipt. It should be noted, that "No Frills" airlines operate independently of each other and are normally quite inflexible. Furthermore, they will invariably charge more for amendments once the booking has been made and levy "severe" cancellation charges.

By allowing or asking us to book a "No Frills" flight on your behalf, we regret and you accept that we are unable to take any responsibility for flights changes, or cancellation made to any part of your reservation by the "No Frills" Airline. For the avoidance of doubt, when we book a "No Frills" flight on your behalf, you are agreeing to the "No Frills" Airline booking terms & conditions. We will of course endeavour to change / amend all other components of your package without charge through co-operation with our suppliers in the event of a cancellation or change by the No Frills Airline however cannot guarantee this will be the case.

10. FULL PUBLISHED/CONSOLIDATED FLIGHT CONDITIONS

A "Full Published/Consolidated" Flight is normally identified as a flight operated by a "National Carrier" such as British Airways, KLM, Air New Zealand , Cathay Pacific etc. When we book a "Full Published/Consolidated" flight on your behalf, we will identify that "Full Published/Consolidated" Airline on your ATOL receipt (identified as "BSP" OR "Triton Airfares Consol"). It should be noted Full Published/Consolidated Airlines normally levy "severe" cancellation/amendment charges dependent on the type of ticket booked.

11. UPGRADING YOUR FLIGHT & FLIGHT SEAT REQUESTS

Unless you have pre-booked your seats (where this facility is available), it may not be possible to obtain them together. Please bear in mind that even when you do pre-book seats, in most cases we

will not be able to confirm the actual seat numbers or position on the aircraft. Where possible, we will offer you a further range of upgrade options designed to give you a more comfortable journey at a reasonable supplement.

12. DIRECT FLIGHTS

The flight routings used in connection with our holidays may be based on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft on route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made en route for re-fuelling or to let passengers on and/or off. Details of any stops will be given on your itinerary. However, should you require this information at an earlier stage, please check with your travel advisor at the time of booking.

13. FLIGHT CHANGES

Unfortunately, Airlines may occasionally change the type of aircraft on a particular flight without advance warning. Flight timings and days of operation are subject to change and we will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

We cannot be held responsible for Airline re-scheduling/re-routing flights via other airport/destinations following your confirmation of booking. Unfortunately, Airlines who re-route flights are not obligated to make a refund or reduction of any kind should a change to your original itinerary take place.

14. FLIGHT DELAYS

In the event of a flight being delayed the flight provider has an obligation to passengers pursuant to EU Regulation no 261/2004 of The European Parliament and of the Council governing air travel. However, the extent of such will depend on various other factors i.e the type of flights you have booked (please see FLIGHTS section) expected length of delay, local availability of accommodation, immigration rulings etc. Where long flight delays will result in lost holiday time, no refunds are given. It is in recognition of the above that your holiday travel insurance policy normally offers monetary compensation for flight delays.

In the event of flight delay or missed flights please make sure you contact the overseas assistance/emergency number as shown on your accommodation voucher.

15. TRANSFER VOUCHER

Please note where applicable transfer vouchers will be issued. Please make sure that if you have booked transfers you take the transfers vouchers on holiday with you to hand over to the relevant provider. Please note the transfer voucher also provides details of the process to obtain the service which must be adhered to.

16. ACCOMMODATION GRADING

Some of our suppliers categorise accommodation and apply their own rating system. However the official star rating of a property is determined by the local authority governing the grading structure in the country the property is based. It is therefore important to read carefully the individual accommodation descriptions. A comparison of cost may also give some idea of how accommodation in the same resort / country is likely to compare in terms of general standards. Accommodation, whatever the rating, is based on a twin or double standard room unless otherwise stated.

17. BOOKING A ROOM FOR EARLY ARRIVAL OR LATE DEPARTURE

Generally, your accommodation will be available from 2pm on the date of arrival, and is to be vacated between 10 am and noon on the date of departure, irrespective of your arrival or departure times and unless we have stated otherwise. Should you wish your room to be ready prior to this time frame on your day of arrival or available after 10 am for an afternoon or evening departure, it may be possible to reserve the room at the time of booking however this will be on a "subject to availability" basis. This could incur additional cost and is normally paid locally. Should we not be able to accommodate your request, you may also ask at reception (if applicable) on your date of arrival or at any time during your stay.

18. MEALS

Meals if included, are based on table d'hote menus, or a meal voucher system unless specified otherwise. Holidays which include main meals generally commence with dinner on the day of arrival at your accommodation, terminating with breakfast (on half board) or lunch (on full board) on the day of departure. No refunds on meals "not taken" can be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d'hote menu and cannot be guaranteed. We would therefore strongly suggest that anyone with special requirements takes a holiday where no meals (or only breakfast) is included.

Please note, if you book accommodation on an "all-inclusive" basis, accommodations differ in their "all-inclusive" offerings including the time all inclusive options are available. Assumptions should not be made that accommodations booked on this basis will include for example "branded" spirits as they may offer local alternatives.

19. HOLIDAY INSURANCE

You MUST take out fully comprehensive travel insurance. It will normally cover you in the event of cancellation against loss of deposit or cancellation fees and for medical costs in the event of you becoming ill or having an accident whilst on holiday. There are some restrictions on insurance, for example pre-existing medical conditions and you should advise the insurance provider of these at the time the policy is taken out. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. 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.

20. BEHAVIOUR

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

21. BOOKING IF YOU ARE UNDER 18

It is a condition of our accepting your booking that the person who makes it is at least 18. We are entitled to assume that this is the case. Under no circumstances can we accept bookings from anyone who is under 16. At our discretion, we may accept a booking from someone who is 16 or 17 and not accompanied by an adult providing we have confirmation from their parent or guardian that they may travel, that the parent or guardian will accept responsibility for the booking and that the party does not include anyone who is under 16. We are entitled to cancel any booking which is made in breach of any of these requirements. In this case, full cancellation charges will be payable.

22. IF YOU HAVE A COMPLAINT WHILE YOU ARE ON HOLIDAY

If you have cause for complaint whilst on holiday, you must bring it to the attention of the local Representative or Agent (if there is one) and the establishment of where you are staying who will do their best to rectify the situation and prevent your holiday being spoilt. If there is no local Representative or Agent, you must contact the supplier on the Emergency Number as detailed on your accommodation voucher or contact us direct on our own Emergency number which is 0044 (0) 7944705708. You should note that it is unreasonable to take no action whilst on holiday, but to then write a letter of complaint upon return. If you remain dissatisfied, you must write to us formally by post or email, within 28 days of your return from holiday giving your booking reference and full

details of your complaint. If you fail to follow this simple complaints procedure (in resort and on your return home), your right to any compensation you may otherwise have been entitled to may be affected or even lost as a result.

23. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you wish to make a special request, you must do so at the time of booking using the special requests section on the secure payment page. We will pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. 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.

If you or any member of your party has any medical problem or disability which may affect your chosen holiday arrangements, you must give us full details using the special requests section on the secure payment page. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details. Cancellation charges will apply.

24. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements are available to you at the time of booking from your travel advisor. Passengers with a non- British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of Health's leaflet (Health Advice for Travellers) which can be obtained by telephoning 0207 2104850. Further information can be obtained by visiting www.hpa.org.uk OR www.fco.gov.uk .

You should also note that certain European Countries now require your passport and/or visa number together with any other relevant details in advance of travel.

We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Please

visit <https://www.gov.uk/travelaware> as Visa/Passport information can change regularly. To obtain a Visa you can visit <http://thetravelvisacompany.co.uk/cruisedirection/> or call 01270 250590 stating you are a Holiday Direction customer. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details.

25. STAYING SAFE AND HEALTHY ABROAD

The Foreign & Commonwealth Office (FCO) and the NHS have up-to-date advice on staying safe and healthy abroad

For up to date health care please visit:

<http://www.fitfortravel.nhs.uk/home.aspx>

For up to date information on security / Visas & Passports please visit:

<https://www.gov.uk/travelaware>

Advice can change so check regularly for any updates.

26. FINAL TRAVEL ARRANGEMENTS

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport.

27. COMPLAINTS

Where we are acting as an agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may also be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact our Customer Support team.

Where you have booked a package holiday with us, please inform the relevant supplier immediately and also contact us on the numbers listed on our website or any confirmation documents that we

send to you. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Care team on customercare@holidaydirection.co.uk giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst on holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Should you have cause to complain, please contact us using the following email address: customercare@holidaydirection.co.uk In the event that your complaint remains unresolved following our complaints procedure, you may wish to refer the matter to the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr>

28. FORCE MAJEURE

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemic and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

29. LAW AND JURISDICTION

These terms of business are governed by English law and the courts of England and Wales have exclusive jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)

30. 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.

31. DATA PROTECTION AND PRIVACY

Please see our privacy policy at www.cruisedirection.co.uk for full information regarding the way in which we use and store your personal data.

32. GLOBAL TRAVEL GROUP CONSUMER PROTECTION GUARANTEE SCHEME



The Global Travel Groups 'Consumer Protection Guarantee Scheme' means your funds are covered in a legally protected Client Account. This means that in the unlikely event that Holiday Direction or The Global Travel Group fail your money is protected and the tour operator will still be paid or a full refund will be given.

SECTION B – TERMS WHICH APPLY TO PACKAGES (EXCEPT WHERE WE ACT AS AN AGENT)

33. OUR LIABILITY IN RESPECT OF PACKAGES

(1) Except as otherwise stated in these conditions or where we act as a booking agent, will accept responsibility for the package arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these 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 for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 25 above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us.

The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £50 per person affected unless a lower limitation applies to your claim under this clause or clause 26(4) below.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or on any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay to you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Montreal Convention for international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you for any reason under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(5) 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.

(6) This clause 26 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(7) You must tell us and the supplier concerned about your claim or complaint as set out in clause 22 above. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(8) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

34. PACKAGE PRICES

We reserve the right to make changes to and correct errors in advertised prices of packages at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen package arrangements have been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of any adverse or favourable changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to the options as referred to under "Changes and Cancellation by us". If a surcharge is payable, there will in addition be an administration fee of £1 per person together with an amount to cover agents commission. Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out under "Changes and Cancellation by us" below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

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. We promise not to levy a surcharge within 30 days of departure.

35. CHANGES AND CANCELLATIONS WE MAKE TO A PACKAGE (EXCEPT WHERE WE ACT AS AN AGENT)

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in any marketing material and other details both before and after bookings for packages have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower classification or standard for the whole or a major part of the time you are away or a change of accommodation

area for the whole or a major part of the time you are away. Please note, where your booking includes a "no frills flight", changes imposed by the airline (for example, change of departure or return time or UK or overseas airport) and the consequent effect on your holiday will not generally be treated as "significant changes" in accordance with this clause. For all flights, a change of departure or return time by less than 12 hours will be a minor and not significant change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (for significant changes) accepting the revised arrangements
- purchasing an alternative holiday from us, of a similar standard to that originally booked if available. Where possible, we will offer you at least one alternative holiday of reasonably equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper
- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will (as a minimum where compensation is due), pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking terms & conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Period before departure a significant change or cancellation is notified to you	Compensation per person
More than 56 days	nill
56-29 days	£10
28-14 days	£15
less than 14 days	£20

Very rarely, we may be forced by "force majeure " (see clause 28) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain

any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

29. IF YOU WISH TO CANCEL YOUR PACKAGE HOLIDAY

If you or any other member of your party decides to cancel your confirmed booking you can communicate your request to us via telephone; however, for the cancellation to take effect, this must be followed up by also sending the request to us in writing. We recommend that you use recorded delivery or alternatively e-mail. Your notice of cancellation will take effect 2 days after it has been sent by you by way of recorded delivery. Communications must arrive no later than 1pm, Monday-Friday, to allow time to process the cancellation with our suppliers. Any cancellation requests received after this time or on a Saturday or Sunday will be deemed to have been received on the next working day. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person to whom they apply cancelling).

106 days or more:	Loss of deposit
105 - 36 days:	75% of holiday cost
35 days or less	100% of holiday cost

These cancellation charges apply to all bookings, except where a booking includes items or services where our suppliers' own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

Please note that certain arrangements, particularly flights, 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 charge above. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charges from any monies you have already paid to us.

30. IF YOU WISH TO TRANSFER YOUR PACKAGE HOLIDAY

If you wish to transfer to another cruise, this will be treated as a cancellation. "we" /"us ", at its discretion, may allow the transfer to occur without treating it as a cancellation, if the new cruise to which the transfer is to be made, departs within 6 months of the original booking and is for the same or a higher price than the original booking. If you wish to amend or cancel an existing element of your holiday, your holiday cost will remain at the same value or higher than the price of the original booking and cannot be reduced. Agreement to transfer a cruise would be conditional upon request,

in writing from the lead passenger, being made more than 15 weeks before the original scheduled departure date. This is subject to availability and any expenses (such as airline, hotel and cruise charges) incurred by "we" /"us "as a result of the request to transfer. A transfer would only be allowed on one occasion and any discount or promotion applicable to the original booking will not be applied to the new booking and in this case you will be required to pay any difference in price. Should a request be made for an amendment which is outside the above criteria, then it will be at the discretion of "we" /"us "as to whether this request is honoured or not. The criteria for allowing transfers may be changed by "we" /"us "at any time without notice.

31. DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRAVEL INFORMATION

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

The Package Travel Regulations provide that in the event that you experience difficulties, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 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.

32. OUR SERVICE CHARGES

In certain circumstances we apply a service charge for the services we provide:

SERVICE	CHARGE
Booking Fee	£0
Late payment Fee	£75
Credit card charge	0%
Tickets despatched by courier	Cost of courier + £10
Tickets despatched by insured delivery	Postal charge + £10

33. FINANCIAL PROTECTION FOR PACKAGES

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays you book with us, and for your

repatriation in the event of our insolvency. We provide protection for flight inclusive packages by way of a trust account controlled and administered by Travel Trust Services Ltd trading as Serenity Travel Trusts. You agree that all money that you pay to us for a flight inclusive package will be paid initially into our own account, but then transferred within 3 days into a separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for you) in accordance with a trust deed between us, Travel Trust Services Ltd and the Air Travel Trustees. Money in that account will only be released in accordance with the terms of that deed. This means that in respect of all package arrangements including flights, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or will receive a refund of the money you have paid for an advance booking. When you buy a flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or 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 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.

SECTION C – TERMS WHICH APPLY TO NON-PACKAGES

34. FINANCIAL PROTECTION FOR NON-PACKAGES

We provide security for the monies that you pay for the holidays booked with us. All money that you pay to The Global Travel Group Limited is paid into a client account which operates the same way as a solicitors client account. Money held in this account is held on behalf of any third parties. In the unlikely event of failure of our Company this money will still be available to suppliers.

For flights booked under our ATOL we provide this security by way of a by way of a trust account controlled and administered by Travel Trust Services Ltd trading as Serenity Travel Trusts. You agree that all money that you pay to us for a flight sold under our ATOL number 3973 will be paid initially into our own account, but then transferred within 3 days into a separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for

you) in accordance with a trust deed between us, Travel Trust Services Ltd and the Air Travel Trustees. Money in that account will only be released in accordance with the terms of that deed. This means that in respect of all such flight arrangements, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or will receive a refund of the money you have paid for an advance booking. Some flights may not be booked under our ATOL (eg where we use your credit card to book a low cost flight on your behalf). Those flights will not be financially protected.

Where you buy an ATOL protected flight from us (i.e. a flight under our ATOL) you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or 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.

35. PRICES OF NON-PACKAGE BOOKINGS

You will be advised of the current price of the arrangements that you wish to book before your contract is confirmed. We reserve the right to make changes to and correct errors in the prices of both advertised and confirmed non-packaged arrangements prices at any time.

36. CHANGES BY US TO A NON-PACKAGE BOOKING

Because we begin planning the arrangements we offer many months in advance, we must reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings.

Most changes are minor but occasionally, we may have to make a "significant change". Examples of "significant changes" include the following when made before departure; a change of accommodation area for the whole or a major part of your holiday, a change of accommodation to

that of a lower classification for the whole or a major part of your holiday, a change of UK departure point to one which is more inconvenient for you, a change of outward departure time or overall length of your holiday of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

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 the following options:-

- (for significant changes) accepting the changed arrangements or
- purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 25) to change or terminate your arrangements after departure. 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.

37. OUR LIABILITY TO YOU (NON-PACKAGE BOOKINGS).

(1) Except as otherwise stated in these conditions or where we act as a booking agent, we have a duty to select the suppliers of your arrangements with reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers with reasonable care and skill, 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) 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;
 - (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 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 applicable excess on your travel insurance policy because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. 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 the Denied Boarding Regulation 2004, 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 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 (b) any business losses.
- (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.

38. CANCELLATION BY YOU OF ACCOMMODATION ONLY BOOKING

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
43 days and above:	20% of accommodation value minimum charge of £20.
42 - 28 days:	50% of accommodation value
Less than 28 days:	100% of accommodation value

These cancellation charges apply to all bookings, except where a booking includes items or services where our suppliers' own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

39. CANCELLATION BY YOU OF FLIGHT ONLY BOOKING

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. The cancellation charge of flight only bookings will be 100% of the cost of the booking.

SECTION D – TERMS WHICH APPLY TO FLIGHT-PLUS BOOKINGS

40. OUR LIABILITY IN RESPECT OF A FLIGHT - PLUS

- a) The failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.

b) If, before your intended departure on a Flight-Plus we become aware that any part of your Flight-Plus will not be provided because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus we will provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.

c) If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus we will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.

d) If, after your intended departure on a Flight-Plus we become aware that your living accommodation or self-drive car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your Flight-Plus, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus.

e) Where suitable alternative arrangements are provided as set out in clauses 37(b) – (d) above, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

(f) We, or the suppliers of the services you have bought, will provide you with the services you have bought (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 or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

41. FINANCIAL PROTECTION FOR FLIGHT-PLUS BOOKINGS

We provide financial security for Flight-Plus bookings by way of a trust account controlled and administered by Travel Trust Services Ltd trading as Serenity Travel Trusts. You agree that all money that you pay to us for a flight plus will be paid initially into our own account, but then transferred within 3 days into a separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for you) in accordance with a trust deed between us, Travel Trust Services Ltd and the Air Travel Trustees. Money in that account will only be released in accordance with the terms of that deed. This means that in respect of all flight plus arrangements, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad

or will receive a refund of the money you have paid for an advance booking. For further information, visit the ATOL website at 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.

Where you buy a Flight Plus from us (i.e. a flight under our ATOL) you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or 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). 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.

42. PRICING

When you book travel arrangements with us, you must pay either a deposit (to be advised at the point of booking) or the full balance of the total advertised price, if booking within 15 weeks of departure. Where you pay only a deposit at the time of booking, full payment is due no later than 15 weeks prior to departure. Some holidays require an earlier balance due date which will be advised to you on your booking confirmation.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. The price of your confirmed holiday is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus any applicable administration charges together with any amounts to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (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 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 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. 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, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. 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.