



## Booking Conditions

These Booking Conditions, the General and essential information, together with our privacy policy and where your holiday is booked via our website, our website terms and conditions 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 Destinations Ltd [trading as Destination Specialists. ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. 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.

### 1. YOUR CONTRACT

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit. If you are booking within 84 days of departure, full payment is due at the time of booking; and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be emailed or sent to you.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a booking confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately, as changes can not 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).

### 2. FINANCIAL PROTECTION

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 booked from our brochures and/or website and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 9503. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted



arrangements with us commenced. From 1<sup>st</sup> October 2012, when you buy an ATOL protected flight or flight inclusive holiday from us you will also 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. 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. Please ask us to confirm what protection may apply to your booking.

We are also a member of the Association of British Travel Agents (ABTA number W9947). If your holiday does not include flights, ABTA will financially protect your holiday in the same way. Please note that some of the links to other sites on our website are to non ABTA sites. The ABTA scheme of financial protection does not apply to these sites.

### **3. HOLIDAY PRICE**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. A brochure may also be superseded by a new edition with prices that will only apply to new bookings made after the date of publication of the new brochure.

At the time of booking you must pay a deposit of **£150** per person. A supplementary deposit or interim payment maybe required to secure certain arrangements both of which are non-refundable (details will be given at the time of booking). The balance of the price of your travel arrangements must be paid no less than **ten** weeks before your departure date. Payments by credit card (Mastercard/Visa) are subject to a handling fee. If all monies are not paid in full and on time (including any surcharge where applicable), we will treat your travel arrangements as cancelled by you and we shall retain your deposit and you must pay any applicable cancellation charges as shown in clause 6. If we do not cancel straight away because you have promised to make payment (which is entirely at our discretion), you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled.

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.

Once the price of your chosen holiday has been confirmed at the time of booking, we will, subject to the correction of errors, only increase or decrease it subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or



airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates used to calculate the cost of your holiday. We will not impose a surcharge within 30 days of departure. We will absorb any increase in our costs equivalent to 2% or less of the price of your travel arrangements, excluding insurance premiums and any amendment charges. You will be surcharged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, excluding insurance premiums and any amendment charges, you will have the choice of the options set out in clause 7. 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 confirmation invoice. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you 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. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Refunds will not be paid if any applicable decrease in costs occurs within 30 days of departure. 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. Certain airlines may charge for additional pieces of luggage even though they may be under the required weight. 'From' prices shown represent the lowest available price within each date band.

#### **4. 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. 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. We do not accept bookings that are conditional upon any special request being met.

#### **5. CHANGES BY YOU**

All amendments are subject to availability. If you need to amend your holiday details after booking, there will be an administration fee of £25 per person, providing the amendment is requested more than 56 days prior to departure. Where amendments can be made, in addition to the administration fee, you must also pay any costs or charges incurred by ourselves and/or incurred or imposed by any of our suppliers. Amendments within 56 days of travel will be considered a cancellation and the cancellation charges shown in clause 6 will apply. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than four weeks before departure. 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 fee of £25 per person must be paid before the transfer can be effected. 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 issued for any reason, these charges are likely to be the full cost of the flight. NOTE: No amendments will be effected unless details are confirmed to us in writing by the person signing our Booking Form. Flight tickets, once issued cannot be amended.

#### **6. CANCELLATION BY YOU**



If you wish to cancel your confirmed arrangements, written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges shown below. Except as

stated below\*, where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the holiday payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable.

**Period before departure we receive notification of cancellation.**

**Cancellation charge**

<b>31- 56 days</b>	<b>75%</b>
<b>15 – 30 day</b>	<b>90%</b>
<b>14 -0 days</b>	<b>100%.</b>

\*Certain travel arrangements (low cost airlines, Special class air fares i.e.: Apex Tickets), incur 100% cancellation charges if you cancel at any time after the reservation has been made. For all bookings which include these travel arrangements, the cancellation charges set out in the table above represent a percentage of the total cost of the accommodation, car hire, transfer etc portion of the holiday only. In addition to these, you will also have to pay by way of cancellation charge 100% of the flight element of your holiday irrespective of the period before departure within which the cancellation notice is received. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges (subject to any policy excess).

**7. IF WE CHANGE OR CANCEL YOUR HOLIDAY**

Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings 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 although sometimes we may have to make a significant change. Examples of a minor change are a change of airline, aircraft or ferry type used in the provision of your holiday/flight, an alteration in your outward travel time by less than 12 hours, a change of accommodation to another of the same standard. If we have to make a major 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:- (a) (for major changes) accepting the changed arrangements. (b) purchasing an alternative holiday/arrangements from us, of a similar standard to that originally booked if available. If this holiday is in fact cheaper than the original one, we will refund the price difference. (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. A change of airport within the London airport area (Heathrow, Gatwick, Luton, or Stansted) or a change of ferry port is not classed as a major change. If we have to make a major change or cancel, we will also pay you the compensation payments set out in the table below depending on the circumstances and when the major change or cancellation is notified to you except where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control (see "force majeure" below) the consequences of which we could not have avoided even with all due care or where the minimum number of persons required to operate your holiday has not been reached – in this case we will tell you by the deadline specified. 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 conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

MAJOR CHANGES: More than 56 days: NIL. 29-56 days: £30. 15-28 days: £40. 0-14 days: £50.

Compensation will not be payable for infants or children travelling at reduced rates.

CANCELLATION: More than 56 days: NIL. 29-56 days: £10. 15-28 days: £20. 0-14 days: £25.



The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 60

days before departure or in the event that 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.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and 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 or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

**8. FORCE MAJEURE** 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 contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 11(1) below as a result of "force majeure" i.e. 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, volcanic ash and all similar events outside our or the supplier concerned's' control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **9. COMPLAINTS**

Please inform the relevant supplier and our resort representative immediately, who will endeavour to put things right. It is strongly recommended that you complete a Holiday Report Form whilst in resort. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to: Customer Services Department, Destinations Ltd, PO Box 791, 8 West's Centre, St Helier, Jersey, JE4 0SP giving your booking reference and all other relevant information. If you fail to follow this simple procedure this may affect your rights under this contract including any compensation you may otherwise have been entitled to.

## **10. WHAT HAPPENS TO COMPLAINTS**

Disputes arising out of, or in connection with, this contract which cannot be



amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)).

The Scheme does not apply to claims for an amount greater than £5,000 per

person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within twelve months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

## **11. OUR LIABILITY**

### **11A Our liability for Package Holidays and bookings of accommodation only**

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

(1) We will accept responsibility for the 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 booking confirmation, 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.

Subject to these booking conditions,

(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 which 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 not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or



- (c) unusual or unforeseeable circumstances beyond our 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, our employees, agents or suppliers and subcontractors 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 11A:**

**(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 £25 per person in total 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. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

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

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

**11B Flight Only Bookings**

In respect of flight only bookings, we enter into a direct contract with you to ensure that you are protected by CAA ATOL Regulations. Our only obligation under that contract is to reserve a seat for you with the airline concerned or such other airline as may be substituted and provide you with a ticket for travel. We have no responsibility or liability for the provision of the actual flight itself or for the acts or omissions of the airline concerned. The airline's terms and conditions of carriage



will apply to your contract (copy available on request). Our maximum liability if we are found to be at fault in connection with our obligation to reserve a seat for you and provide you with a ticket for travel as set out above is limited to twice the price of the booking in question. Where a carrier would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not 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 due to receive from the airline for the complaint or claim in question.

#### 11C Sea Bookings

In respect of sea travel bookings, clients are also covered by the terms, conditions and operating schedules of the relevant sea transport provider.

#### 11D All Bookings

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us or enable you to cancel or change you contracted arrangements with us without charge. 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.

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.

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.

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.

## **12. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. A full British passport presently takes approximately 6 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure – and we accept no liability in this respect.

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

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk) For European holidays you should obtain a completed and issued form EHIC prior to departure.



Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure.

The party leader must ensure that all members of the party are in possession of all necessary travel and health documents before departure. We cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country or otherwise incur any loss due to failure on your part to carry correct documentation or comply with any passport, visa, immigration requirements or health formalities.

If you or any member of your party is not a British Citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country (ies) to or through which you are intending to travel.

### **13. HOLIDAY CONDUCT**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without notice to terminate the holiday of the person(s) concerned without compensation or refund. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. 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.

### **14. BROCHURE ACCURACY**

The prices and offers contained in this brochure are valid and correct to the best of our knowledge at the time of publication 01 November 2012. All prices and offers are subject to change and errors to correction. If we discover an error in the pricing of the holiday you have ordered, we will tell you and ask whether you wish to continue with the order or cancel it.

### **15. 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. 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.

### **16. INSURANCE**

Adequate holiday insurance is essential. 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 in r



respect of which insurance cover would otherwise have been available.

## **17. DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRANSPORT INFORMATION**

If you or any member of your party miss 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. See our General Information section for our full policy on delay

The Package Travel etc Regulations 1992 provide that in certain circumstances in the event of a transport delay or cancellation, in the event that you experience difficulty during your package holiday arrangements, we will provide you with prompt assistance. Where we are liable to provide you with prompt assistance, this 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.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 8 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

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

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 [www.auc.org.uk](http://www.auc.org.uk). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.



## **18. EXCURSIONS**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **19. LAW & JURISDICTION**

English Law will apply to your contract and any matter which arises between us (except as set out below). Any matter which arises between us must be dealt with under the ABTA Arbitration Scheme (see clause 10) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable.