

# Bushbaby Booking Conditions

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## GENERAL

These booking conditions will form part of your contract with Bush Baby Travel Limited (registered office Bealeswood Cottage, Bealeswood Lane, Dockenfield GU10 4HS and registered company number 05061401) for all the arrangements you book with us. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply 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 contract with you. All references in these booking conditions to “holiday”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements unless otherwise stated.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means Bush Baby Travel Limited.

**Important:** Please note that the terms and conditions which apply to your booking are dependent on whether you book a ‘package’ or ‘other holiday arrangements’. A package is a combination of transport and accommodation booked at the same time and for an all inclusive price. For all other arrangements, including accommodation and transport booked separately and not at an inclusive price, they will constitute ‘other holiday arrangements’ which we make for you as a booking agent for the supplier of the accommodation or transport service(s) in question. Your contract in these circumstances will be with the relevant supplier and not with us. The nature of your arrangements, either a package or other holiday arrangements, will be indicated on your confirmation invoice.

## DEPOSIT

Once you have chosen your holiday, please complete the booking form and send it to us with a deposit of 25% of the holiday cost. The deposit may be higher if you are taking advantage of a special offer or if your flight requires immediate payment of the full flight cost. We will notify you at the time of booking if this applies along with the amount of deposit that is required to secure the booking. If you book within ten weeks before departure, you must send us the full cost of your chosen arrangements. Please note that if you subsequently cancel, you will incur the cancellation charges set out in the Amendments & Cancellation clause below. It is a condition of booking that you obtain travel insurance at the time the deposit is paid as per the Insurance clause below.

## SPECIAL REQUESTS

If you have any special requests, you should inform us of such requests at the time of booking on the booking form. We will advise the relevant supplier of any such requests but we cannot guarantee that they will be met. Furthermore, we have no liability to you if such requests are not met. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability

which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

#### CONFIRMATION INVOICE

If the holiday you have requested is available, we will send you a confirmation invoice. For packages a binding contract will come into force between us at the time we send out our confirmation invoice.. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (“claim”) except as set out below. We both also agree that any claim must be dealt with 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

For other holiday arrangements you contract will be with the supplier of the arrangements in question.

#### FINAL BALANCE

You may pay for your holiday by cheque, debit or credit card. Please note that credit card payments will incur a non-refundable charge of 2%. There is no charge for debit card payments. You must pay the balance of the cost of your holiday as set out on our confirmation invoice not later than ten weeks before your departure date. We will not send out any reminders in relation to payment. Failure to pay the balance by the specified time will result in the cancellation of your holiday, and we will then charge you the relevant cancellation charge as set out in the Amendments and Cancellation clause below.

#### AMENDMENTS & CANCELLATION

**Amendments by you:** If you wish to make any change to your holiday arrangements, we will do our best to accommodate you. Any change is subject to availability, and also to payment of an administration fee of £50 per person and any associated costs of the change imposed by the supplier concerned. You should note that airlines in particular may treat a change to a booking as a cancellation and new booking, and therefore charge a 100% cancellation fee. You may also transfer your booking up to 30 days before departure to another person if you are prevented from travelling, and the transferee meets any conditions which may apply to the booking. The transferor and the transferee will be jointly and severally liable for the terms of this contract. The right to transfer is subject to payment of an administration fee of £50 per person, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the holiday.

**Cancellation by you:** Should you wish to cancel your holiday, you may do so by writing to us, but no cancellation will be effective until such written notice is received by us at our offices. For other holiday arrangements the cancellation charges set by the supplier of your arrangements will apply. For packages and because we incur costs from the time we confirm your booking, the following cancellation charges will be payable. If you cancel, you will be liable to pay the following cancellation charges, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the holiday:

| Period before departure date in which cancellation made | Cancellation Charge   |
|---|-----------------------|
| More than 60 days                                       | Deposit               |
| 0-60 days inclusive                                     | 100% of holiday price |

**Please note that you may be able to claim these charges from your insurer if the reason for your cancellation is covered under the terms of your insurance policy.**

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

#### **Amendments/Cancellation by us:**

##### **“Packages”**

We reserve the right to make changes to your holiday arrangements after we have confirmed your booking. Any change we make to your holiday will be either major or minor. A major change includes a change of UK departure airport (not including between airports in London), a change of flight time by more than 18 hours, or a change to a lower category of accommodation. Any other change is a minor change. If there is a minor change, we will do our best to notify you of this, but we are not under any obligation to do so. If there is a major change, we will advise you as soon as is reasonably possible. You will then have the choice of

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of 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 or
- (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.

In addition, in appropriate cases, we will pay you compensation on the scale shown below. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure as defined in the Circumstances beyond our control clause below.

If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference, but where this is of a higher price, you must pay the difference) or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges. In addition, on the assumption that the full balance has been paid and where such cancellation is not due to force majeure (as defined in the Circumstances beyond our control clause below ), we will pay you compensation on the scale shown below.

Period before departure date within which  
major change/cancellation is notified

Compensation per person

- |                     |     |
|---------------------|-----|
| • More than 56 days | Nil |
| • 56-43 days        | £10 |
| • 42-29 days        | £20 |
| • 28-15 days        | £30 |
| • 14-8 days         | £40 |
| • 7-0 days          | £50 |

For children under 12, compensation payments are half the amounts set out above.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you to continue your holiday at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure (as defined in the Circumstances beyond our control clause below).

#### “Other holiday arrangements”

In the unlikely event that the relevant supplier has to make any change to other holiday arrangements, we will try to tell you before you go, although the relevant supplier is not obliged to do so, nor are we obliged to compensate you.

#### CIRCUMSTANCES BEYOND 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 contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these terms and conditions force majeure includes unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could foresee or avoid, even after taking all reasonable care. Examples of this include, but are not limited to, war or threat of war, riots, civil strife, terrorist activity or the threat of terrorist activity, biological warfare, industrial disputes, mechanical failure, natural or nuclear disaster, volcanic eruption, illness and disease (for example Swine Flu, Avian Flu or SARS), fire or adverse weather conditions, airport closure, level of water in rivers, changes in Foreign Office advice on suitability of travel to a destination or other similar events beyond our control. Except as otherwise stated in these conditions, we will not pay compensation, cover any loss or expense or accept responsibility if we have to change or cancel your booking for force majeure reasons. **Please ensure that you have comprehensive travel insurance as per the Insurance clause below to cover these events.**

#### PRICE VARIATION

“Packages”: No surcharges will be applied within 30 days of departure. The price of your travel arrangements is subject to surcharges for increases in transportation costs such as fuel charges, the cost of dues and taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, government action such as increases in VAT or any other government imposed increases, and currency in relation to adverse exchange rates. Even in this case we will absorb or retain an amount equivalent to 2% of the holiday price excluding amendment charges. Only amounts in excess of 2% will be surcharged or reimbursed and if this means paying more than 10% of the holiday price you will have the option of accepting a change to another holiday (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 cancel your holiday with a full refund of all money paid to us except for any amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days of the date of the invoice. Where a surcharge or refund is payable, there will be an administration fee of £1 per person. Please note that travel arrangements for your holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel.

Some airlines may apply a surcharge after a booking has been confirmed. This surcharge can be avoided by paying the full cost of the flight as soon as the airline or their agent notifies us of the surcharge. In this event, we will give you the option to increase your non-refundable deposit to avoid the surcharge or to apply the surcharge in accordance with this clause.

“Other holiday arrangements”: The suppliers of other arrangements may impose surcharges and these will be passed on to the client in full.

## OUR RESPONSIBILITIES

### “Packages”

(i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

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

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 of your holiday and which were unforeseeable or unavoidable or

'force majeure' as defined above

(iii) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(iv) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and applicable standards of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to at paragraph (i) above. We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(v) For all claims concerning or arising out of loss of, delay and/or damage to any luggage or personal possessions (including money) for which we are liable, the maximum amount we will have to pay you

is £1000 per person affected except where paragraph (vi) applies below. You must ensure you have appropriate travel insurance to protect your personal belongings. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment/cancellation charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph (vi) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. (vi) 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, inland waterway or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay 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 concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable) and EC Regulation 392/2009 for carriage by sea, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol and COTIF, the Convention on International Travel by Rail). Where applicable, we are entitled to rely on any limitation on which any carrier relies or is entitled to rely. Where a carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation) 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 entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(vii) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses (including without limitation, self employed loss of earnings). (viii) 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 (see paragraph (vi) above. Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

#### “Other holiday arrangements”

We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements. Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any third party such as an accommodation owner for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question. We do not exclude or limit any liability for death or personal injury

which arises as a result of our negligence or that our employees whilst acting in the course of their employment.

#### PASSPORT VISA AND HEALTH REQUIREMENTS

Passport and visa requirements and health requirements and formalities for the destinations featured, and which are current at the time of going to press, can be found on our website at <http://bushbaby.travel/planning/practicalities>

Requirements may change and you must check the up to date position in good time before departure. A British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. 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.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. 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 all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly. Non British citizens should check with their embassy or consulate to obtain details of the relevant requirements.

Details are available from your GP surgery and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth) Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

#### FOREIGN OFFICE ADVICE

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure .

#### BEHAVIOUR

We reserve the right in our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our employees or suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport, you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements.

#### ACCEPTANCE OF RISK

There may be an element of personal risk attached to the holiday and the activities that you have booked. In accepting these conditions, you consent to these risks. Please take particular care when travelling with children. For example, do not leave children unattended at any time around open water or during excursions and activities. If you suffer from any pre-existing injuries that may affect your ability to undertake an activity, please consult your doctor and notify your insurers before you travel.

## WEATHER

We cannot guarantee that the weather conditions will be suitable for outdoor activities or excursions and we shall not be held responsible for any loss, delay or costs whatsoever connected with adverse weather conditions.

## TRANSPORT DELAYS

Inbound and outbound flight times are provided by airlines and are subject to change because of such matters as air traffic control restrictions, adverse weather conditions and technical and mechanical problems. Flight timings are therefore estimates only and cannot be guaranteed. In the event of a delay, airlines generally provide such refreshments, meals and accommodation as they deem appropriate. In addition, you may be entitled to claim under your travel insurance policy.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See [www.caa.co.uk](http://www.caa.co.uk) – Resolving Travel Problems, for further details.

## FLIGHTS

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a “Community list” which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](http://ec.europa.eu/transport/modes/air/safety/air-ban_en)

We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause “Amendments/ cancellation by us” will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. 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.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## EXCURSIONS

Please note that we do not provide excursions. Our local representatives may, at your request, make arrangements for excursions locally on your behalf. However, please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. Therefore, when you purchase an excursion locally, whether or not through our representative, your contract is with the local company and we have no liability whatsoever for anything which may go wrong on the excursion.

## BROCHURE AND WEBSITE ACCURACY

We reserve the right to change any of the prices, services or other particulars contained in our website and brochure at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such contract. It should be noted that destination information is for guidance purposes only and that the photographs printed in the brochure and on the website are used to give an impression of the accommodation and services offered.

## INSURANCE

As a condition of booking your travel arrangements with us, you are required to purchase comprehensive travel insurance at the time the deposit is paid. This policy must cover as a minimum pre and post departure delay and cancellation, including for force majeure reasons (as defined in the Circumstances beyond our control clause above) and cover for the entire duration of your trip including 24 hour emergency medical cover with a repatriation service. If you intend to undertake activities or excursions during your holiday and these are not covered by your standard policy, please ensure that you purchase additional cover for these.

Please disclose any relevant information including pre-existing injury or condition to the insurer at the time of purchase of your policy.

We cannot be held responsible or liable in any way for customers who fail to take out comprehensive travel insurance. Please note that insurance provided by credit card companies and banks often has limited cover. Please check at the time of booking that the cover provided by such a policy complies with this condition.

## FINANCIAL PROTECTION

### “Packages”

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9655). When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought 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). 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.

Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme \*The air inclusive holidays and flights we arrange are ATOL protected providing they are made available in the UK. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

“Holidays that do not include Flights”

Total Payment Protection (topp) Policy cover:

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Services Limited (t&g), to protect customers’ prepayments in the unlikely event of our financial failure and paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered in this brochure/literature/document/ on the website (subject to the terms of the insurance policy), for:
  - a refund of such prepayments if customers have not yet travelled, or
  - making arrangements to enable the holiday to continue if customers have already travelled

Customers’ prepayments are protected by a topp policy.

In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. t&g and Hiscox are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 113849)

“Other holiday arrangements”

No financial protection is in place for other holiday arrangements. You should ensure that your travel insurance provides adequate protection for financial failure of the suppliers concerned and your needs.

#### IF YOU HAVE A PROBLEM

If you are in any way dissatisfied with any aspect of your holiday, you must notify our local representative or supplier as soon as possible. The reason that we require you to do this is to give us and our suppliers an opportunity to resolve any problems before they spoil your holiday. If you are ill whilst on holiday, you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both those doctors. If you have a complaint about a scheduled airline, we will act as a liaison between you and the airline. If

you wish to make a claim against the airline, you must contact the airline direct. If you think that you are entitled to compensation from us, you must write to us at Bealeswood Cottage, Bealeswood Lane, Dockenfield, Surrey GU10 4HS outlining the nature of the complaint within 90 days of your return from holiday. Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against either us or any relevant supplier.

Any dispute arising out of, or in connection with, the sale of a holiday from us, which is not amicably settled, may be referred to arbitration under the Travel Industry Arbitration Service's special scheme. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability to the client in respect of costs. The scheme does not apply to claims for an amount greater than £2,500 per person or £10,000 per booking form or to claims that are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Details of the scheme will be supplied on request.

#### DATA PROTECTION

We are a data controller for the purposes of the Data Protection Act 1998. We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.