

BOOKING TERMS AND CONDITIONS OF TS TRAVEL LIMITED

1 YOUR BOOKING

- 1.1 These booking conditions together with our general information form the basis of your contract with TS Travel Limited where you purchase a package we arrange as organiser (under the Package Travel and Linked Travel Arrangements Regulations 2018) or a single component, in either case where we are the principal to the contract. They also govern our relationship where we act as agent for another principal who enters into a contract with you for the purchase of a package or single component. Please read these booking conditions 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.
- 1.2 In these booking conditions:
- 1.2.1 “principal” means the other party to your contract ;
 - 1.2.2 “agent” means someone who sells or offers for sale arrangements to be provided by the principal;
 - 1.2.3 “cruise” means a cruise provided by an operator (including any ancillary or connected services provided by the operator such as shore excursions);
 - 1.2.4 “cruise only” means a booking of a cruise made through TS Travel without the addition of any other travel services as part of the same contract;
 - 1.2.5 “cruise package(s)” means a booking made through TS Travel of a cruise and at least one other type of travel service (such as flights) which constitutes a package;
 - 1.2.6 “operator” means the entity which operates or otherwise provides a travel service (regardless of whether they are the principal to your contract) which for a cruise will be the cruise line;
 - 1.2.7 “package” means a combination of at least two types of travel service when purchased for the same trip or holiday in such a way as to create a package as defined by the Package Travel and Linked Arrangements Regulations 2018 (including where applicable, a cruise package);
 - 1.2.8 “single component” means a single type of travel service such as cruise only or accommodation only and other arrangements which do not constitute a package such as day trips;
 - 1.2.9 “booking(s)” means a booking or bookings made with or through TS Travel for a package or single component, as applicable;
 - 1.2.10 “late booking(s)” means a booking made on or after the date full payment for that booking must be made in accordance with these booking conditions;
 - 1.2.11 “holiday”, travel service or “arrangement” means the travel arrangements we offer whether purchased as a single component or a package;
 - 1.2.12 “you” and “your” means all persons named on the booking (including the party leader and anyone who is added or substituted at a later date) or any of them as the context requires;
 - 1.2.13 “Tradewind” means Tradewind Voyages UK Limited;
 - 1.2.14 “Tradewind Voyage” means a cruise on a ship operated by Tradewind;
 - 1.2.15 “TS Travel”, “we”, “us” and “our” means TS Travel Ltd (registered in England and Wales with company number 12057096) acting either as agent or principal as applicable for the booking in question;
 - 1.2.16 “departure” means the start of your arrangements;
 - 1.2.17 “embarkation date” means the date on which you are embark or are scheduled to embark on your cruise;
 - 1.2.18 “Athens Convention” means the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol.
- 1.3 This clause 1 together with section A of these booking conditions applies to all bookings made with or through us in the UK.
- 1.4 This clause 1 together with sections A and B of these booking conditions applies to all bookings made in the UK where we act as agent for the principal. The principal’s own booking conditions form the basis of your contract with them. These are available on request and will be provided or otherwise referred to at the time of booking. In the event of any conflict or difference between these booking conditions and those of the principal, the relevant provision(s) of the principal’s booking conditions will apply to the extent of the conflict or difference.

- 1.5 This clause 1 together with sections A and C of these booking conditions applies to bookings of packages of which we are the organiser and bookings of a single component where we are the principal, in either case which are made in the UK. For these bookings, your contract will be with us.
- 1.6 For both cruise only and cruise packages, the operator will be the carrier or performing carrier for the purposes of the Athens Convention.

Section A – All bookings

2 MAKING A BOOKING

- 2.1 Bookings can be made online on our website, by email or by telephone.
- 2.2 The first named person on you booking will be the “party leader”. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to the principal. The party leader must be at least 18 when the booking is made. The payments specified in clause 4 must be made at the time of booking.
- 2.3 Subject to the availability of your chosen arrangements, we will confirm your booking on behalf of the principal concerned by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. Neither we nor the principal can accept any liability if we are not notified of any inaccuracies (for which we or the principal are responsible) in any document within 14 days of our sending it out. We will do our best to rectify any mistakes notified to us outside these time limits but you must meet any costs involved in doing so. Please note for late bookings neither we nor the principal can accept any liability if we are not notified of any inaccuracy in any document immediately.

3 PAYMENT

- 3.1 In order to confirm your chosen arrangements, a deposit per person must be paid at the time of booking. Details of the applicable amount will be provided at that stage. Full payment of the total cost must be made at the time of booking if after the date this is usually required. You will be advised at the time of booking if this is the case.
- 3.2 For bookings made by telephone, payment can be made by credit or debit card. For bookings made online, you can pay securely via our website, in sterling. We accept Visa, American Express, MasterCard and Visa Debit cards. There is no fee for debit or credit cards registered within the EU. We do not keep your card details.
- 3.3 The balance of the cost of your arrangements must be received by us by the date stated on your confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, the principal is entitled to assume that you wish to cancel your booking. In this case, all deposits paid or due at that date will be retained. If the booking is not cancelled straight away because you have promised to make payment you may have to pay cancellation charges as set out by the principal.

4 YOUR CONTRACT

- 4.1 A legally binding contract between you and the principal comes into existence when a confirmation invoice is issued to the party leader.
- 4.2 Your contract with the principal and any dispute, claim or other matter arising from it will be subject to the law and jurisdiction referred to in the principal’s booking conditions. .

5 THE COST OF YOUR ARRANGEMENTS

- 5.1 Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

- 5.2 The principal reserves the right to increase or decrease, and to correct errors in, advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are then aware and of the then applicable price at the time of booking.
- 5.3 The principal has the right to increase the cost of your holiday and pass on other charges to you after a confirmation invoice has been issued subject to and in accordance with the principal's booking conditions.

6 SPECIAL REQUESTS AND MEDICAL CONDITIONS/DISABILITIES/REDUCED MOBILITY

- 6.1 If you have any special request, you should advise us at the time of booking. Special requests cannot be guaranteed and will not be a term of your contract except as set out in this clause. Failure to meet any special request which has not been specifically confirmed will not be a breach of contract. Confirmation that a special request has been noted or passed on or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which has been accepted will be specifically confirmed as accepted on your confirmation invoice.
- 6.2 Some of the travel services we offer may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.
- 6.3 Should you suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, 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 a material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed.

7 CHANGES BY YOU

- 7.1 Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, no guarantee can be given that it will be possible to meet any such request. Where it can be met, an amendment fee, as notified at the time, will be payable together with any costs or charges incurred or imposed by the principal, operator and/or any of the suppliers of the travel services. A change of holiday dates will normally be treated as a cancellation of the original booking and re-booking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.
- 7.2 You may be able to transfer your booking or your place on the booking to someone else (introduced by you) without payment of cancellation charges providing the request for the transfer is made in writing. Please refer to the principal's booking conditions for more information.
- 7.3 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

8 CANCELLATION BY YOU

- 8.1 You may cancel your confirmed booking at any time before departure. If you want to cancel your booking after it has been confirmed, you must do so by email or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us. If you do cancel, the

principal's applicable cancellation charges will be payable. Please see the principal's booking conditions for these or ask at the time of booking for further details. Please note, amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

- 8.2 Depending on the reason for cancellation, you may be able to reclaim cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.
- 8.3 Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, the principal may recalculate these terms and re-invoice you accordingly.

9 INSURANCE

- 9.1 It is a condition of your booking that you obtain appropriate travel insurance. This insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, and (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)
- 9.2 You are recommended to purchase travel insurance which includes specific cover for (1) Covid-19 related issues and incidents which may affect your travel arrangements and (2) travel to a destination subject to, or which may become subject to, a UK Foreign, Commonwealth and Development Office advisory against non-essential travel. It is your responsibility to read and understand the insurance policy you purchase and ensure that it is suitable and adequate for your particular needs. Please take your insurance policy with you on holiday. If you choose to travel without adequate and appropriate insurance cover, we will not be liable for any damage or losses suffered by you which it is reasonable to expect would have been covered by such a policy taking account of the requirements set out in clause 9.1.

10 UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- 10.1 Except where otherwise expressly stated in the principal's booking conditions, neither we (in any capacity) nor the principal or operator can accept liability or pay any compensation, expenses or other sums where the performance or prompt performance of the principal's obligations under its contract with you or the performance of the operator's services is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond the control of the party in question, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) riot, civil strife, terrorist activity, industrial dispute, natural disaster, exceptional adverse weather conditions, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party and volcanic activity. Except where otherwise stated in these booking conditions, we, the principal and the operator have no liability, including for compensation, costs and expenses, in such situations. Unavoidable and extraordinary circumstances also include the Covid-19 pandemic and its impact such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

11 COMPLAINTS AND PROBLEMS

- 11.1 In the unlikely event that you have any reason to complain or may have a basis for making a claim in respect of any aspect of your holiday arrangements whilst away, you must follow the complaints procedure set out in the principal's booking conditions. You may also be provided with details of this procedure separately. The procedure set out in this clause sets out the basic requirements only.

- 11.2 In the event you are unhappy with any aspect of your holiday arrangements or anything happens (or doesn't happen) which may result in your making a claim, you must notify the principal and the operator as soon as possible during your holiday. If the issue is not resolved to your satisfaction within a reasonable period of time (taking account of its nature and seriousness) locally or if the issue is a significant one, you may be expected to make contact with the principal's UK office during your holiday. If you remain dissatisfied or wish to make a claim, you must also write to the principal after the end of the holiday, normally within 28 days , giving your booking reference and full details of your complaint / claim.
- 11.3 Please note that if you fail to follow the principal's complaints procedure, they are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

12 BEHAVIOUR

- 12.1 When you book, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made to the principal or the operator or other supplier, as appropriate, as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made in connection with any such damage or loss and all costs incurred by the principal or the operator or other supplier (including legal costs) as a result of your actions. We strongly recommend you have appropriate travel insurance to protect you against such liabilities.
- 12.2 We expect all guests to have consideration for other people. If in the reasonable opinion of the principal or the operator or any other person in authority, any guest behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party (such as other guests) or damage to property, the principal is entitled, without prior notice, to terminate the holiday of the guest(s) concerned. In this situation, the guest(s) concerned will be required to leave or cease use of the travel service concerned. We, the principal and the operator will have no further responsibility toward such guest(s) including any return travel arrangements. No refunds will be made and we, the principal and the operator will not pay any expenses or costs incurred as a result of the termination.

13 CONDITIONS OF SUPPLIERS

- 13.1 Many of the services which make up your holiday are provided by independent suppliers to the principal. Such suppliers may be the operator or another contractor. Those suppliers / the operator provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's / operator's liability to you, usually in accordance with applicable international conventions or EU regulations. Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the principal/operator/supplier concerned.

14 EXCURSIONS, ACTIVITIES AND GENERAL AREA INFORMATION

- 14.1 Before or after departure on a cruise, you may be provided with information about shore excursions which are available for you to purchase on board ship. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasions be cancelled. Shore excursions are usually capacity controlled on a first come first served basis. Requested excursions may not be available at time of booking. Some shore excursions may be subject to cancellation if a minimum number of participants is not achieved.
- 14.2 Except where included in the cost of your cruise booking or purchased at the same time as you make your cruise booking ("included shore excursions"), shore excursions do not form part of your cruise only or cruise package and these booking conditions (other than this clause 14, clause 31.5 and clause 31.7) do not apply them. They are arranged and provided by third parties who are wholly independent of us, the principal and the

operator. You will have a separate contract with the supplier for any shore excursion(s) you book which are not included shore excursions. Neither we nor the principal nor the operator have any liability in respect of such activities and other arrangements, which we do not recommend or otherwise endorse, or for the acts or defaults of the supplier and/or its employees, agents and contractors.

- 14.3 We, the principal and the operator do not guarantee accuracy at all times of information given in relation to any shore excursions or about the port/area you are visiting generally or that any particular excursion will take place. Failure to operate/cancellation of any particular shore excursion(s) does not constitute a significant change to your holiday arrangements and does not entitle you to any compensation other than a refund of the cost of the excursion(s) concerned where you have paid. Similarly, any liability we are found to have in relation to any shore excursion is limited to the cost of the particular excursion concerned. Subject to these booking conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence. You may also be provided with information about activities and other arrangements which are available for you to book during your holiday. All such activities and arrangements are arranged and provided by third parties who are wholly independent of us, the principal and the operator. You will have a separate contract with the supplier for all such activities and other arrangements. Neither we nor the principal have any liability in respect of such activities and other arrangements, which we do not recommend or otherwise endorse, or for the acts or defaults of the supplier and/or its employees, agents and contractors.

15 PASSPORTS, VISAS AND HEALTH REQUIREMENTS

- 15.1 The passport and visa requirements applicable to the holidays we offer are shown on our website or will otherwise be advised at the time of booking. You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the coronavirus situation. You must also keep up to date with this information while you are away.
- 15.2 Details of any compulsory health requirements applicable to your holiday are shown on our website or will otherwise be advised at the time of booking. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with coronavirus) in good time before departure. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Live-well/healthy-body/before-you-travel. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. In certain situations and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival.
- 15.3 It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. Neither we nor any principal can accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/coronavirus related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us / the principal accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

16 DATA PROTECTION

- 16.1 In order to enable us to process and fulfil your booking, we will ask you to provide us with personal information including, but not limited to, name, address, email address, telephone number, details of group members that

are travelling, as well as any special needs, health, medical, mobility or dietary requirements. TS Travel Ltd is the data controller of any personal information that you provide to us under the General Data Protection Regulation 2016/679 and the Data Protection Act 2018 where we are the principal. Where another company or entity is the principal, they will be the data controller and we will be the data processor of your personal data.

16.2 For other details of how we may use your personal information and your rights in relation to your personal information, please see our Privacy Policy: <https://tstours.co.uk/assets/privacy.pdf>.

17 ACCURACY OF PRICES AND OTHER PUBLISHED DETAILS

17.1 Please note, the published information, photographs and prices may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of such information, photographs and prices at the time of being placed on our website/given to you, regrettably changes and errors do occasionally occur. Unless specifically stated otherwise photographs of accommodation are intended to give a general impression of the accommodation only and will not necessarily be the same as the room(s) you wish to/have booked. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

18 SAFETY STANDARDS

18.1 Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

19 CRUISE INFORMATION

19.1 For a Tradewind Voyage, the voyage fare includes full board, accommodation, entertainment onboard the vessel, wifi-access, gratuities, service charges, use of gym and marina and selected beer/wine with lunch & dinner in the main restaurant. Certain cabin categories include further items/ services. For other cruises, the voyage fare inclusions may be different. Please see our website for further details. All elements are subject to availability at the time of booking. From time to time conventions, conferences, seminars and meetings may be hosted on-board ship which will not affect the overall normal day-to-day operation of the vessel. However, there may be occasions when certain facilities are unavailable to you whilst these events take place.

19.2 It cannot be guaranteed that the vessel(s) will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after the embarkation date and the principal reserves the right to omit, add and/or substitute any ports, call at additional ports, vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another vessel.

19.3 You will be issued with an information pack approximately 2 weeks prior to your embarkation date, either by email or to the address with which we have been provided. This pack will include the details of your arrangements such as: the date and time the vessel departs the port of embarkation; the latest ports of call on the vessel's itinerary and timings; all necessary contact details; on board services, restaurants (please see special requests for any dietary requirements); along with any other information that we believe to be helpful for the enjoyment of your voyage. You should check all tickets and information in the pack very carefully immediately on receipt to ensure they contain the correct transport times. If any embarkation or disembarkation times change after tickets have been dispatched we will contact you as soon as we can to let you know.

20 YOUR HOLIDAY EXPERIENCE

20.1 You acknowledge that the suppliers providing your holiday will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face masks by staff (and you may be required to wear a face mask as well), social distancing, maximum number restrictions on the

use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability and temperature testing. We do not expect these measures to have a significant impact on your enjoyment of your holiday and all measures will be taken with the purpose of securing your safety and those around you.

Section B – Agency bookings (including cruise only)

22 YOUR CONTRACT

- 21.1 Where you book a package which is organised by a company other than TS Travel or a single component which another company has agreed to provide (such as cruise only), your contract will be with that other company for whom we act as agent. The principal's booking conditions together with clause 1 and sections A and B of these booking conditions will apply to your contract.
- 21.2 Where we act as agent, our relationship is governed by English law. This will apply to any dispute, claim or other matter of any description which arises between us ("claim"). We both also agree that any claim must be dealt with exclusively 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

22 CHANGES AND CANCELLATIONS BY THE PRINCIPAL

If there is a change to or cancellation of your confirmed arrangements by the principal, we will pass on the details to you. The relevant section of the applicable booking conditions will then apply.

23 OUR LIABILITY

- 23.1 As agent, we accept no liability in relation to the arrangements themselves or for the acts or omissions of the principal or operator or their respective employees, agents, suppliers and contractors.
- 23.2 If we are found to have been at fault on any basis in relation to any service we provide in our capacity of agent for the principal (as opposed to any service provided by the principal), our maximum liability is limited to twice the amount of the commission we are entitled to in respect of the booking in question. We do not exclude or limit any liability we are found to have for death or personal injury caused by our negligence or that of our employees whilst acting in the course of their employment.

Section C – Bookings where we are principal (packages and single components)

Where you book a package of which we are the organiser (in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018), you will have a contract with us. You will also have a contract with us if you have booked a single component which we have agreed to provide. The following conditions will apply where you have a contract with us in addition to clause 1 and section A. Please note, some of these clauses only apply where your booking is a package.

24 THE COST OF YOUR HOLIDAY

- 24.1 We reserve the right to amend the price of unsold arrangements at any time and to correct errors in the prices of confirmed holidays.
- 24.2 Once the price of your chosen package has 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 after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package

including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the package.

- 24.3 You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this clause which occurs between confirmation of your booking and the start of your holiday.
- 24.4 We will absorb, and you will not be charged for, any increase in our costs equivalent to 2% of the price of your cruise package, which excludes insurance premiums and any amendment charges. You will be charged for any increase in our costs over and above that. If any surcharge is greater than 8% of the total holiday cost clause 30 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for any calculation of this not less than 30 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expense from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.
- 24.5 Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday arrangements due to contractual and other protection in place.
- 24.6 If your booking is of a single component, we reserve the right to increase the price and apply a surcharge where the cost of providing that single component increases after confirmation for a reason which is outside our control (for example, as a result of adverse exchange rate variations). In the event that any such price increase is greater than 10% of the cost of the single component, you will be entitled to cancel your booking and receive a full refund. We will not, however, have any further or other liability. No price increase will be passed on less than 30 days before departure.

25 CHANGES BY YOU

- 25.1 Should you wish to make any changes to your confirmed holiday you may do so as referred to in clause 7.
- 25.2 If your booking is for a package, you may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. If your booking is for a single component, you may be able to transfer your booking or your place on the booking to someone else depending on the travel service concerned and the requirements and terms of the operator. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by the operator or any supplier(s), together with an amendment fee which will be confirmed at the time, must be paid before the transfer can be effected.
- 25.3 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

26 CANCELLATION BY YOU

- 26.1 Should you wish to cancel your confirmed holiday you may do so at any time prior to departure. You may also transfer your booking as referred to in clause 26 where applicable.
- 26.2 If you want to cancel your booking after we have confirmed it, you must do so by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us. We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken account of possible cost savings, including the refund of airline passenger duty, and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation). The following cancellation charges apply where the cancelled booking is a package. Different cancellation charges may apply where your booking is of a single component.

Up to 112 days before departure date: deposit

111 – 63 days before departure date: 30% of total holiday cost

62 – 42 days before departure date: 50% of total holiday cost

41 – 29 days before departure date: 75% of total holiday cost

28 days before departure date: 100% of total holiday cost.

- 26.3 Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned.
- 26.4 Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.
- 26.5 We will not make any refunds in respect of any unused element of your holiday, including but not restricted to, accommodation, flights or transfers.
- 26.6 Where you choose to travel to a destination subject to FCDO advice against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to FCDO advice, you will have to pay our standard cancellation charges as shown in this clause – you are not entitled to cancel and receive a full refund in these circumstances as it is assumed and you confirm that you have made your booking with full knowledge of FCDO advice against non-essential travel.
- 26.7 Where your chosen destination is exempt from FCDO advice against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advice against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges as shown in clause 28 of these booking conditions, as you made your booking with full knowledge of the risks of travelling during the Covid-19 pandemic.
- 26.8 Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:
- 26.8.1 If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.
- (a) If this happens within 14 days of your departure date, you must contact us immediately as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:
- (b) Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by suppliers);
- (c) If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to compliance with the requirements within our booking conditions;
- (d) Cancelling your booking, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance – please check your policy wording.
- If this happens whilst you are on your holiday, please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you – please check the policy wording.
- 26.8.2 You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your holiday, or any part of the holiday, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

27 CHANGES OR CANCELLATION BY US

- 27.1 Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 28. Where your booking is for a single component, please refer to clause 28.8. The rest of this clause only applies to bookings of packages. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 6. Where we have to do so, clauses 28.4 and 28.5 will apply.
- 27.2 All alterations which are not significant in accordance with clause 28.1 will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stansted or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. Please bear in mind that Covid-19 and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of mandatory social distancing, face masks/coverings, hand sanitization and temperature checks) is likely to have an impact on holiday arrangements for a considerable period of time. We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.
- 27.3 In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.
- 27.4 If you choose to cancel your booking in accordance with clause 28.3, we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 11).
- 27.5 Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 28.3. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 28.4) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 27 will apply.
- 27.6 Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 28.5 and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund

and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities (such as locally applicable restrictions) mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

27.7 In the event that unavoidable and extraordinary circumstances (see clause 11) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 28.5 above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

27.8 Where compensation is due, for example, where we make a significant change, you do not accept the changed arrangements and cancel your booking or if we cancel your booking and no alternative arrangements are available and/or we do not offer one the following scale will be applied:

More than 60 days before departure: No compensation

60-22 days: £20

21-15 days: £30

14-8 days: £40

7-0 days: £50

27.9 Where your booking is for a single component, we reserve the right to cancel or change this where the need arises. Where your booking is cancelled or is affected by a significant change, we will offer you the choice of a full refund or booking alternative arrangements (subject to availability and the applicable cost of the alternative arrangements). We will have no other or further liability.

28 FINANCIAL PROTECTION

28.1 **Flight inclusive travel arrangements:** We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 117722). All flights and flight inclusive holidays we offer are financially protected by the ATOL scheme. When you buy an ATOL protected flight or flight inclusive package 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 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.

The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350 e-mail claims@caa.co.uk www.caa.co.uk.

- 28.2 **Non-flight travel arrangements:** TS Travel Ltd is a member of the Travel Trust Association (membership number: Q8549). The Travel Trust Association provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for TS Travel Ltd, and in the event of our insolvency, protection is provided for non-flight travel arrangements. The Travel Trust Association cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad.
- 28.3 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

29 COMPLAINTS

- 29.1 If you have any issues whilst you are on holiday, please:
- 29.1.1 bring it to the attention of our local representative, agent or supplier immediately;
- 29.1.2 if matters remain unresolved, please bring your concerns to the attention of our Duty Officer on 020 3995 3435 without undue delay; and
- 29.1.3 if matters are still unresolved, notify us in writing of all complaints as soon as possible and in any event no later than 30 days after your return home.
- 29.2 If you do not let us know of your complaint promptly as set out above, this may impact our ability to investigate your complaint and it may impact on the way your complaint is dealt with.
- 29.3 If we are unable to resolve your complaint, please see clause 14.

30 OUR LIABILITY

- 30.1 Where you enter into a contract with us for the purchase of a single component, our responsibility under that contract is to use our reasonable skill and care in selecting the operator and, if applicable, other supplier(s) who performs the travel service(s) concerned. Providing we have done so, we will not be liable for actual performance of the travel service(s) or for the act(s) or defaults of the operator or other supplier(s). In addition, clauses 31.3 to 31.7 apply to your contract.
- 30.2 Subject to clauses 31.6 and 31.7, where you enter into a contract with us for the purchase of a package, we promise to make sure that the arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided 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 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 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). For any claims which are covered by clause 31.6 or 31.7 or to which the provisions of any other international convention apply, this clause 31.2 will only apply to the extent that it is consistent with the applicable provisions of the Regulation and Athens Convention (as defined in clause 31.6) or the applicable provisions of any other applicable international convention or EU regulation.
- 30.3 We will not be responsible, and you will not be entitled to any compensation, for any injury, illness, death, loss (including without limitation loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following:
- (a) the act(s) and/or omission(s) of the person(s) affected; or
 - (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
 - (c) unavoidable and extraordinary circumstances as defined in clause 10 above

- 30.4 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 the operator 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.
- 30.5 In addition, regardless of any wording used by us on our website or elsewhere, we only promise to use reasonable skill and care and we do not have any greater or different liability to you.
- 30.6 Our liability is limited in accordance with clauses 31.6 and 31.7. Subject to clauses 31.6 and 31.7 and as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury and death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total cost of your holiday (excluding any insurance premiums or amendment/cancellation charges) paid by or on behalf of the person(s) affected in total if you have purchased a package or twice the total cost of the single component (excluding any insurance premiums or amendment/cancellation charges) paid by or on behalf of the person(s) affected in total.
- 30.7 Where any claim or part of a claim (including those involving death or personal injury) concerns or arises from any flight arrangements (including without limitation, the process of getting on and/or off the aircraft concerned) to which any international convention or EU regulation applies where we have arranged the flight as part of our contract (whether or not as part of a flight inclusive package), 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 set out in this clause 31.7). 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 limited to the most we or the carrier concerned would have to pay under the international convention or EU regulation which applies to the flight or claim in question (for example, the Warsaw Convention as amended or un-amended 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). Where we or the 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 are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we will deduct any amount which you have received or are entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline and for the commencement of proceedings in respect of any claim.
- EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents (“Regulation”) incorporates, implements and extends certain provisions of the Athens Convention. References in these booking conditions to the Athens Convention mean those provisions of the Athens Convention which the Regulation incorporates, implements and extends unless the context otherwise requires. The Regulation and the Athens Convention apply to international carriage as defined by the Athens Convention. The Regulation and the Athens Convention apply to your cruise as well as the process of getting on or off the ship concerned (“course of carriage”). For your Tradewind Voyage, your contract of carriage will be with Tradewind who is the carrier for the purposes of the Regulation and the Athens Convention. The Regulation and the Athens Convention covers the liability of the carrier in respect of passengers, their luggage and their vehicles as well as mobility equipment, in the event of accidents during the course of carriage. It does not affect the right of carriers to limit their liability for accidents in accordance with the International Convention on Limitation of Liability for Maritime Claims of 1976, as amended by the 1996 Protocol in its up to date form. If we are found to have any liability to you for any claim arising during the course of carriage, we are entitled to the benefit of all defences, limitations, exclusions and other provisions available to the carrier under the Regulation and the Athens Convention where applicable. This includes claims involving death or personal injury or loss of or damage to luggage or any mobility equipment or other specific equipment used by a guest with reduced mobility (“mobility equipment”). This means you are not entitled to make any claim against us which arises in the course of carriage which is not expressly permitted by the Regulation and the Athens Convention or which is in excess of the limits provided by the Regulation and the Athens Convention where applicable. Any claims covered by the Regulation and the Athens Convention must be made within the time limits set out in the Athens Convention.

Any proceedings must be issued within the maximum time limit specified by the Athens Convention. For further information on the Athens Convention and the Regulation, please also see the operator's booking conditions.

31 PROMPT ASSISTANCE

31.1 In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

32 FLIGHTS

32.1 In accordance with EU Directive (EC) 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

32.2 We are 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 shall 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.

32.3 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 9 "Changes and 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.

32.4 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 check your tickets very carefully immediately on receipt to ensure you have the correct flight times and other up to date travel information. 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.

32.5 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.

33 DELAY AND DENIED BOARDING REGULATIONS

33.1 In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

33.2 We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc.

33.3 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/passengers/resolving-travel-problems for further details.

34 GOVERNING LAW AND JURISDICTION

34.1 English law will apply to your contract and to any dispute, claim or other matter of any description which arises between you and TS Travel Limited ("claim"). Any claim (and whether or not involving any personal injury) 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

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