

## **Booking Terms and Conditions of TS Travel Ltd**

### **1 YOUR BOOKING**

- 1.1 These booking terms and conditions ("booking conditions"), together with our Privacy Policy and other written information brought to your attention before we confirmed your booking, apply to all travel arrangements including, where relevant, flights, booked with TS Travel Ltd.
- 1.2 In these booking conditions, "we", "us" and "our" refers to TS Travel Ltd. We are registered in England and Wales with company number 12057096 and registered office address at 4-6 Canfield Place, London NW6 3BT United Kingdom
- 1.3 In these booking conditions references to "you" and "your" include all persons on whose behalf a booking is made (or any of them) or transferred.

### **2 ACCURACY**

We endeavour to ensure that all the information and prices on our website in our sales material and adverts are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

### **2 MAKING A BOOKING**

- 2.1 Bookings can be made online on our website, by email or by telephone.
- 2.2 For bookings made by telephone, payment can be made by card. For bookings made online, you can pay securely via our website, in sterling
- 2.3 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.
- 2.4 A booking is made with us when we have received the required deposit payment which is non-refundable and non-transferable. If your booking is made within 112 days of departure full payment is due at the time of booking.
- 2.5 If your arrangements include a flight, we will issue an ATOL certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL certificate, confirmation or any other document are wrong, you must advise us immediately as changes cannot be made at a later date and it may harm your rights if we are not notified of any inaccuracies of any document within 10 days of sending it out (five days for tickets).
- 2.6 By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:
  - a) He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
  - b) He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
  - c) He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;

- d) He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking

### 3 YOUR CONTRACT

- 3.1 **Please read the booking conditions carefully**, as they form the basis of your contract with us and set out our respective rights and obligations.
- 3.2 Only we and the first named person on the booking may cancel or change it or any part of it and the consent of any other persons whose names appear on the booking is not required for any such change or cancellation.
- 3.3 We reserve the right to refuse to accept and/or not proceed with any booking at any time until we have issued our booking confirmation or otherwise in accordance with these booking conditions at our sole discretion.
- 3.4 Once you have received your booking confirmation, it is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your booking confirmation are correct and match the passport details. If any of the details on the booking confirmation are incorrect, you must notify us immediately. We will pass on any additional charges incurred as a result of these details not being correct.
- 3.5 Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 4 YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

- 4.1 Unless stated otherwise, the combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.
- 4.2 TS Travel Ltd will be fully responsible for the proper performance of the package as a whole.
- 4.3 Additionally, as required by law, TS Travel Ltd has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.
- 4.4 More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

### 5 PAYMENT & PRICING

- 5.1 You will be required to pay a deposit or make full payment for your booking at the time of booking.
- 5.2 Where you only pay a deposit you must pay the full balance by the due date notified to you. If we do not receive the balance in full and on time, we reserve the right to treat your booking as being cancelled by you, in which case the cancellation charges set out in clause 6.5 will become payable

5.3 The price of your travel arrangements was calculated using exchange rates quoted when the programme was published. The price of your confirmed travel arrangements is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), operators, cruise ship operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your travel arrangements price.

**5.4 We reserve the right to amend the price of unsold travel arrangements at any time. We also reserve the right to correct errors in the prices of confirmed arrangements.** If this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting or cancelling and receiving a full refund of all monies paid or changing to another voyage/ travel arrangements. There will be no change made to the price of your confirmed travel arrangements within 20 days of your departure nor will refunds be paid during this period. Should the price of your travel arrangements go down due to the changes mentioned above, then any refund due will be paid to you.

## 6 **DISABILITIES AND MEDICAL PROBLEMS**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 7 **CHANGES OR CANCELLATION BY YOU & TRANSFERS OF BOOKING**

Transfer of Booking

- 7.1 You may amend a person's name on the booking by giving us notice in writing at least 7 days before departure, subject to the payment of an amendment fee and any additional charges made by the suppliers of the services (e.g. airline, hotel or experience provider) to make the changes, which will be advised at the time of enquiry. Any changes of the persons named on the booking are conditional on any substitute individuals accepting these booking conditions and otherwise satisfying all the conditions applicable to the travel arrangements.
- 7.2 Any changes to your airline ticket will be dealt with in accordance with the relevant airline's conditions of carriage and all relevant ticket conditions. Please note that some types of tickets may be non-refundable and non-changeable.
- 7.3 If you wish to request a change to any part of your travel arrangements after the booking confirmation has been issued, we will seek to accommodate your request but it may not be possible. Any request for changes must be made in writing by the person who made the

original booking. If it is possible to make the change, it will be subject to payment of any further costs incurred by us as a result of the change. You should be aware that any such costs are likely to increase, the closer to the departure date the changes are made.

- 7.4 If you or anyone on your travel arrangements booking decides to cancel any part of the travel arrangements, the lead name must notify us of the decision in writing as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail. Cancellation will take effect from the day written confirmation is received by us. Please note that should one or more member of a party cancel, it may increase the per-person price of those still travelling and you will be liable to pay this increase. Since we incur costs in cancelling the travel arrangements, the following scale of charges will be payable on receipt of our invoice:
- 7.4.1 Up to 112 days before departure date: deposit
  - 7.4.2 111 – 63 days before departure date: 30% of total travel arrangements cost
  - 7.4.3 62 – 42 days before departure date: 50% of total travel arrangements cost
  - 7.4.4 41 – 29 days before departure date: 75% of total travel arrangements cost
  - 7.4.5 28 days before departure date: 100% of total travel arrangements cost.
- 7.5 In addition, cancellation charges are also levied on the single supplement. We will also charge the cost of any invoiced flights in accordance with the relevant airline's conditions of carriage and all relevant ticket conditions. Please note that some types of tickets may be non-refundable and non-changeable.
- 7.6 If we do not receive any payment in full when due, we reserve the right to treat your booking as being cancelled by you and the cancellation charges set out in clause 7.4 will apply.

### **Cancellation by You due to Unavoidable & Extraordinary Circumstances**

- 7.7 You have the right to cancel your confirmed travel arrangements before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the travel arrangements or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, and significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions, which make it impossible to travel safely to the travel destination.

This clause 7.7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

## **8 CHANGES OR CANCELLATION BY US**

- 8.1 We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking.
- 8.2 Some of our travel arrangements require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular travel arrangements

has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than:

8.2.1 20 days before the start of the package for trips lasting more than 6 days;

8.2.2 7 days for trips lasting between 2 and 6 days; and

8.2.3 48 hours for trips lasting less than 2 days.

8.3 For the vast majority of our travel arrangements, the program will be as described in the brochure or on our website. Occasionally we do make changes to the order or number of visits. This is usually due to opening hours, or in order to include a reopened site or museum. We always tell guests in advance of any changes.

8.4 We plan arrangements a long time in advance of your travel arrangements using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor..

8.5 If we make a minor change to your travel arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers, change of expert/personality, Please note that carriers such as airlines used in our brochures or on our websites may be subject to change.

8.6 Please note that we reserve the right to substitute an expert and/or personality at any time and where we do this, it will be deemed to be a minor change.

8.7 Occasionally we may have to make a significant change or cancel and we will tell you as soon as possible. Examples of 'significant changes' include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours
- (d) A change of UK departure airport except between:
  - i. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - ii. The South Coast airports: Southampton, Bournemouth and Exeter
  - iii. The South Western airports: Cardiff and Bristol
  - iv. The Midlands airports: Birmingham, east Midlands and Doncaster Sheffield
  - v. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - vi. The North eastern airports: Newcastle and Teesside
  - vii. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A significant change to your itinerary, missing out one or more destination entirely

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

8.7.2 (for significant changes) accepting the changed arrangements or

- 8.7.3 if available and where we offer one, accepting an offer of an alternative travel arrangements (we will refund any price difference if the alternative is of a lower value);  
or
- 8.7.4 cancelling the booking or accepting our cancellation of the booking, in which case you will receive a full refund of all monies you have paid to us, within 14 days.
- 8.8 You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative booking arrangements.

#### Compensation

- 8.9 In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:
- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
  - If we cancel your booking and no alternative arrangements are available and/or we do not offer one

**More than 60 days before departure:** No compensation

**60-22 days:** £20

**21-15 days:** £30

**14-8 days:** £40

**7-0 days:** £50

Compensation entitlements will vary depending on the circumstances and when the significant change or cancellation is notified to you.

**IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make a minor change;
  - where we make a significant change or cancel your arrangements more than [60 days] before departure
  - where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements
  - where we have to cancel your arrangements as a result of your failure to make full payment on time;
  - where the change or cancellation by us arises of alterations to the confirmed booking requested by you;
- 8.10 f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 9) Due to circumstances beyond our control, we may have to change or terminate your travel arrangements after departure but before the scheduled date of your return. This is extremely unlikely but if this situation does occur, we regret we will be unable to pay you any compensation or meet any costs or expenses you incur as a result. Please ensure you have adequate travel insurance in place to cover any such eventuality.

#### 9 EVENTS BEYOND OUR CONTROL

Except where otherwise expressly stated in these Booking Conditions, we will not be liable nor pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions "Events Beyond Our Control"

means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof) civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control or the control of the supplier(s) concerned.

## 10 FINANCIAL PROTECTION

- 10.1 **Flight inclusive travel arrangements:** we hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL No. 11772) which provides for your protection in the event of TS Travel Ltd's insolvency if you are an EEA resident. The price of your flight inclusive travel arrangements includes the ATOL Protection Contribution (APC) we pay to the Civil Aviation Authority. This charge is included in our advertised prices. When you buy an ATOL-protected flight or flight inclusive travel arrangements 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. Not all travel arrangements or travel services offered and sold by us will be protected by the ATOL scheme as explained below.
- 10.2 **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.
- 10.3 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

## 11 DATA PROTECTION

- 11.1 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.
- 11.2 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>.

## 12 COMPLAINTS

- 12.1 If you have any issues whilst you are on travel arrangements, please:

- 12.1.1 bring it to the attention of our local representative, agent or supplier immediately;
  - 12.1.2 if matters remain unresolved, please bring your concerns to the attention of our Duty Officer on 020 3995 3435 without undue delay; and
  - 12.1.3 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.
- 12.2 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.
- 12.3 If we are unable to resolve your complaint, any dispute arising out of or in connection with your contract may be referred to arbitration under the Travel Industry Arbitration Service's special scheme. This scheme provides for a simple and low-cost method of arbitration on documents alone. The scheme does not apply to claims for an amount greater than £2,500 per person or £10,000 per booking or to claims which 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.

### 13 YOUR OBLIGATIONS

- 13.1 If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, you are behaving in a way which will cause or is likely to cause danger or distress or annoyance to others or damage to property or cause a delay or diversion to transportation,, we reserve the right to terminate your booking with us immediately. In the event of such termination, our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. .
- 13.2 You must ensure that all travellers are covered by comprehensive travel insurance and do not travel against medical advice. You should organise it immediately when you book, to ensure you have cover against possible cancellation charges, medical treatment and repatriation.
- 13.3 You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure. We are not responsible or liable to you if you fail to follow the correct procedures. You shall reimburse any penalties or expenses that we or the relevant carrier incurs as a result of your failure to travel with appropriate travel documents.
- 13.4 It is your responsibility to ensure that you are fit to travel and participate in all parts of the services you have booked and undertake. It is also your responsibility to ensure that you can prove you have any necessary vaccinations for your travel arrangements. Consult your doctor about any health requirements for all destinations to which you are travelling before your departure. We are not liable if you are refused entry to any country or part of a country because you cannot prove that you have the necessary vaccinations or because you do not comply with the health requirements of your destinations.



- 13.5 Should you need to take any medication with you, it is your responsibility to check before travel that you are allowed to take it into the country you are visiting, as some countries do not permit certain medicines which may be widely accepted in your own country. You must also ensure you take any required paperwork or authorisation from your Doctor that may be required.
- 13.6 When travelling to a different country, you should take responsibility for your own safety and well-being as you would do at home. Examples would be (but not exhaustive) to ensure; you secure any valuable possessions, you do not leave children unsupervised on balconies or swimming pools, beaches are safe for swimming, adhere to any local laws and familiarise yourself with fire procedures for the accommodation in which you are staying.
- 13.7 We recommend that all British travellers check the Foreign and Commonwealth office website for up-to-date advice on staying safe and healthy overseas and make informed decisions about travelling abroad. For nationals of other countries, please check your own government's travel advice.

## 14 OUR LIABILITY

- 14.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel and Linked Travel Arrangements 2018, as set out below and as such we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your travel arrangements you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your travel arrangements. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 14.2 We will not be responsible or pay you compensation for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
- 14.2.1 the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party;  
or
  - 14.2.2 the act(s) and/or omission(s) of a third party not connected with the provision of your travel arrangements and which were unforeseeable or unavoidable; or
  - 14.2.3 Events beyond our control (as defined in clause 9)
- We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- 14.3 For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is three times the price the person affected paid for their travel arrangements (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your travel arrangements.

- 14.4 For loss and/or damage to any luggage or personal possessions and money, the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- 14.5 In all other circumstances we agree to pay compensation that is reasonable and proportionate for the reduction in the value of your booking and any loss of enjoyment you prove subject to the above maximum.
- 14.6 Our liability will also be limited in accordance with and/or in an identical manner to:
- 14.6.1 The contractual terms of the companies that provide the travel services which make up your travel arrangements. These terms are incorporated into this booking; and
- 14.6.2 Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any other applicable conventions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with these conventions, where applicable.
- 14.7 Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from the airlines. However reimbursement in such cases will not automatically entitle you to a refund of your travel arrangements cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority: [www.caa.co.uk](http://www.caa.co.uk).
- 14.8 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 and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.
- 14.9 Our suppliers (such as airlines, accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from us on request or the offices of the relevant supplier.
- 14.10 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonable require.
- 14.11 Please note, we cannot accept any liability for any damage, loss, or expense or other sum(s) of any description;
- a) Which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you
- b) Relate to any business

c) Indirect or consequential loss of any kind

14.12 If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your travel arrangements.

## 15 **PROMPT ASSISTANCE**

If, whilst you are away, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstance. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 16 **GOVERNING LAW AND JURISDICTION**

16.1 Your contract is governed exclusively by English law and is subject to the exclusive jurisdiction of the English courts, provided that if you are resident in the United Kingdom but outside of England and Wales, then the courts of Scotland or Northern Ireland (depending on your residence) also have jurisdiction.

Last revised March 2020

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