

## **Balkan Holidays**

### **Summer 2020 – Website Booking Terms and Conditions**

These Booking Conditions, together with our, [Holiday Information](#), [Privacy Policy](#) and where your holiday is booked via our website, our Website [Terms of Use](#), together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Balkan Holidays Limited a company registered in England with company no: 00886808 and registered office address of 19 Conduit Street, London, W1S 2BH (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the lead named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the lead named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- a. has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. 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. 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. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package Holiday (please see clause 23 for further details) and as a Principal in the sale of a ‘single service’ booking (e.g. a flight only or accommodation only booking).** As a result our obligations to you will vary depending upon whether you book a Package Holiday or whether you make a Single Service booking with us. We have tried to set our differing obligations out below, as clearly as possible

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions which will apply when you make a booking with us where we act as the Package Organiser; and
- (C) Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as Principal.

## **SECTION A – APPLICABLE TO ALL BOOKINGS**

### **1. Booking and Paying for your Arrangements**

A booking is made with us when you pay us a deposit (or full payment if you are booking within 70 days of departure) plus insurance premium if required and we issue you with a booking confirmation. The value of the deposit will be up to £140 per person for all holidays, except for those travelling on low cost flights, where the deposit will vary depending upon the flight cost. The deposit is required for all persons two years of age and over at the time of return from the holiday; no deposit is payable for infants.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 70 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in either Section B or Section C below, as applicable, will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## **2. Accuracy of Advertising Material**

We endeavour to ensure that all the information and prices on our website 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 you make your booking.

## **3. Insurance**

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.

For a no obligation quote for travel insurance, please visit our website. You can cancel your insurance within 14 days of purchase with a full refund, however, please note, if you have a single trip policy that ends within one month of the date you purchased your policy, the cooling off period does not apply and we will not be able to offer you a refund.

Please note that all claims should be directed to the holiday insurers and not to Balkan Holidays.

## **4. Pricing**

**We reserve the right to amend the price of unsold travel arrangements at any time and correct errors in the price of confirmed bookings. We also reserve the right to increase the price of confirmed bookings solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the booking, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

- (iii) the exchange rates relevant to the booking.

Such variations could include, but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers. cutting

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed booking (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another travel arrangement if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your booking go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed booking within 20 days of your departure nor will refunds be paid during this period.

## **5. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **6. Cutting Your Holiday Short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided we will not offer you any refund for that part of your holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **7. Accommodation Ratings and Standards**

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel

arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

## **8. Disabilities and Medical Conditions**

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. A checklist can be obtained by contacting us directly. 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. We cannot be held liable if you fail to tell us about special requirements that may affect your holiday.

Please note the following positions about accommodation and flights:

### **(i) Overseas accommodation and services:**

Most of the overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of accommodation, resorts, transport and services, and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

### **(ii) Flights**

If you or a member of your party are a wheelchair user or have reduced mobility, we strongly advise that you contact your Travel Advisor before making your reservation. This will enable your Travel Advisor to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees. Wheelchair assistance must be pre-booked at least 48 hours before departure (not counting the day of travel). If you fail to pre-book your wheelchair assistance, we reserve the right to refuse travel.

## **9. Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure 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 or the supplier(s) concerned's control.

Brexit Implications: please note that certain overseas travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst

we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **10. Complaints**

If you have a complaint about any of the services included in your holiday, you must inform our resort representative without undue delay who will endeavour to put things right. A Guest Comment Form should also be completed while you are still on holiday. If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Balkan Holidays Limited, Sofia House, 19 Conduit Street, London, W1S 2BH or by email to [cs@balkanholidays.co.uk](mailto:cs@balkanholidays.co.uk) giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 20 for further details.

You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

### Fraudulent Claims

It is our policy to deal with any valid complaints appropriately and to compensate where appropriate. We are aware that holidaymakers are being encouraged to make false or exaggerated complaints particularly in connection with holiday illness. We are committed to the detection and prevention of fraudulent claims in the interests of our customers and to keep the cost of our holidays as low as possible. We work closely with fraud detection investigators and should we find any dishonest or exaggerated claims, we will not hesitate to take legal action to recover any compensation paid. It is a criminal offence to make a dishonest claim and we may refer such claims to the police for their investigation.

## **11. Your Responsibility**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to 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.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **12. Visa, Passport and Health Requirements**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your chosen holiday. We can only provide general information about this. You must check

requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

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

For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### **13. Delays, Missed Transport Arrangements & other Travel Information**

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

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

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

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

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

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

#### **14. Excursions**

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

#### **15. Flight Confirmation**

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

#### **16. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

#### **17. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 9).

The Foreign and Commonwealth Office offer the most up to date travel information available. For the latest travel advice from the Foreign & Commonwealth Office please check <https://travelaware.campaign.gov.uk/> and follow @FCOtravel and Facebook.com/FCOtravel. Contact: 020 7008 1500 for general enquiries and for Consular Assistance, 020 7008 1500. Email Address: [TravelAdvicePublicEnquiries@fco.gov.uk](mailto:TravelAdvicePublicEnquiries@fco.gov.uk). Learn about the laws, customs and entry requirements of the country you're visiting and understand how they differ from home, check [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice). Alternatively, you can contact ABTA's Travel Information line on 0901 201 5050 (calls are charged at 50 pence per minute).

#### **18. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### **19. Law and Jurisdiction**

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

## **20. ABTA**

We are a Member of ABTA, membership number V089X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **21. Children's Rulebook**

1. Free places are granted for children from 2 up to 12 years (some hotels up to 14 years) on 7 and 14-night holidays only (see also rule 4).
2. All free places are for single centre beach holidays (Bulgaria only - subject to availability). Deposit is payable for free places but deducted from the total invoice.
3. Child prices are based on the age of the child on the date of return from holiday. Most of the hotels in Bulgaria offer child reductions for children from 2 up to 12 years and some hotels for children up to 14 years. Please check the hotel pages for applicable age.
4. All supplements (flight, room facilities, etc.) are payable in full by all passengers. In accommodation only or self-catering apartments or studios, the adult price is based on the number of full fare paying adults sharing the accommodation. Children taking free or reduced-price child places do not count towards room occupancy.
5. If one child qualifies for a free child place, the second child pays the second child price. Any further children pay the full adult price. Free child places are limited to only one per booking.
6. When children share a room with two adults, they use extra beds. These are not full sized and are sofa or camp beds.
7. All child prices are subject to conditions at the time of booking and are based on children sharing a room with two full fare paying adults and getting half adult meal portions.
8. Should you change your holiday, free child places for your new holiday will be subject to availability.
9. Free child places cannot be used in conjunction with any other offer.
10. We do not accept bookings on any of our charter flights for children unaccompanied by adults if the children are under 18 years on the date of UK departure.

### **Infants:**

Infants under 2 years of age pay only £30.00 on charter flights to Bulgaria (please check the prices on scheduled flight at the time of booking) but they do not receive a separate seat on the aircraft, the transfer to/from resort or meals in the resort. Necessary expenses, such as cot charges, are to be paid directly to the hotel, but requirements must be specified at the time of booking.

Children are classified as infants if they are under 2 on the date of return from the holiday, not on the date of departure from the UK.

Twin rooms are not large enough to take an extra bed and full-sized cot as well. Hotel cots cannot be requested above the maximum room occupancy. You can take a folding carrycot however, as long as you accept the room will be very cramped with the extra bed in too. Baby cots are not available in most self-catering apartments and the apartments are not big enough to take a travel cot on top of the maximum occupancy as per hotel description.



There is no holiday deposit payable for infants.

Luggage allowance for infants - 10kg on BH Air charter flights to Bulgaria only.

Single Parents:

The first child sharing with 1 adult saves up to £91 per week off the adult price. The second child sharing receives a free child place provided one is available at the time of booking, otherwise pays the first child price shown in the price panel. This offer is applicable to 7 - 14 day holidays in a number of hotels on the Bulgarian Black Sea coast only, as indicated by the Single Parent logo.

## 22. Bring your Friends with you – Group Bookings

Travelling together is always more fun, and with Balkan Holidays it is also cheaper! Organising a group, yourself can mean a free holiday!

Group Departure Between	Free Places
15.05 - 21.05	1 in 8
22.05 - 26.05	1 in 13
27.05 - 20.07*	1 in 18
21.07 - 20.08*	1 in 25
21.08 - 06.09	1 in 18
07.09 - 21.09	1 in 8

\*Scottish / Belfast departures as above excluding for the following dates:

Group Departure Between	Free Places
22.06 - 13.07*	1 in 15
14.07 - 27.07*	1 in 13

All group discounts may be subject to approval.

### Conditions For Group Bookings:

- a. The numbers shown are the minimum number required for a free place. Free places given will depend on the number of passengers paying full fare. Children granted discount do not count. Free child places are not available in conjunction with group discounts.
- b. All group members must be named and on the same booking reference.
- c. All group members must be on the same flight and in the same accommodation.
- d. A full and final name list must be received in our office 10 weeks before departure.
- e. A full deposit is required for each person travelling, including free place travellers, with the deposit for free places deducted from total invoice. Insurance, if required, must be paid for by each person travelling, including free place travellers.
- f. If cancellation of a group member results in the group size falling below the required number, reductions will be altered accordingly, and any price increase necessitated by accommodation under-occupancy will be levied.
- g. Discounts are off the basic holiday price.
- h. Group discounts apply to beach holidays in Bulgaria only and do not apply for 5 star hotels, accommodation only and late deals.
- i. Accommodation and all other supplements must be paid in full by all travellers. For groups larger than 30 persons, please contact the Reservations Department.
- j. The number of free group places is limited and may not be available in conjunction with any other offers featured in this brochure or otherwise advertised.
- k. Available on charter flights to Bulgaria only.

- I. Group booking offer is subject to availability and may be amended or withdrawn at any time.

## **SECTION B: PACKAGE HOLIDAY BOOKINGS**

**This section only applies to Package Holidays booked with us, where we are acting as the Package Organiser (please see clause 22 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

### **23. Definition of a Package**

Where your booking is for a Package holiday that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package holiday" exists if you book a combination of two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

*provided that* those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
  - do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
  - are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

### **24. If You Change Your Package Booking**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the lead person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of a per person amendment fee, as set out in the following table, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

Days of Departure*	70 or more	69 to 57	56 to 43	42 to 29	28 to 15	14 to 0
Amendments						
Name correction (title, spelling mistake)†	No charge	£25	£25	£25	£25	£25
Replacing existing name†	£50	£50	£50	£50	£50	100%
Pre-bookable extras†	£15	£20	£20	100%	100%	100%
Room type or board basis	No charge	No charge	No charge	No charge	£15	£15
To change accommodation, airport, holiday duration and/or to travel earlier than planned†	£15	£20	£30	£50	90%	100%
To travel later than planned†	Loss of deposit	30%	50%	70%	90%	100%

\* Charges are per person and do not include day of travel.

† Not applicable for scheduled & low-cost airline tickets. Please call our reservations department for more details

Note: If two or more components are changing the highest charge will apply. If all names change on a booking, then cancellation charges as shown in clause 26 will apply.

Please note that the scheduled, certain charter and all of the no-frills airlines will not permit changes for any reason. Such changes will result in you being charged the full cost of the flight and may be subject to space being available for a new reservation. Additionally, you will also have to pay any extra costs that the airline passes onto us, as well as the appropriate name change fee as stated in the table above. Re-issued e-tickets are charged at £15 per person.

Where you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 26.

## 25. Transfers of Package Bookings

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 26 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 26. If You Cancel Your Package Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing, immediately. This should be done by the lead person on the booking. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Deposits are 100% non-refundable. When the deposit is higher than the % cancellation charge, the higher of the two will apply.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge†
70 days or more	Deposit plus any non-cancellable/changeable element
Between 69-57 days	30% of holiday cost
Between 56-43 days	50% of holiday cost
Between 42-29 days	70% of holiday cost
Between 28-15 days	90% of holiday cost
14 days of less	100% of holiday cost

† Cancellation charges are not applicable for scheduled & low-cost airline tickets. Please call our reservations department for more details. Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

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

You have the right to cancel your confirmed holiday 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 holiday 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, 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 26 outlines the rights you have if you wish to cancel a Package booking where we are acting as the Package Organiser. 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).

## **27. If We Change or Cancel Your Package Booking**

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent 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 re-routing of aircraft to alternative airports, stop en-route to pick up/drop off passengers, 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. Please note that carriers such as airlines used in our advertising material may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

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

Cancellation: We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

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**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us*</b>
70 days or more	£Nil
Between 69-29 days	£5
Between 28-15 days	£10
Between 14-8 days	£15
Between 7-0 days	£25

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 9).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

**28. Our Responsibilities for Your Package Booking**

- (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 Regulations 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 package holiday you may be entitled to an appropriate price reduction or compensation or both.

**You must inform us without undue delay of any failure to perform 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 holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - (c) Force Majeure (as defined in clause 9).
  
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the 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.
  
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  
  - (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
    - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
    - ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
    - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to 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 reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (b) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - (c) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, 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 back to your departure point.

## **29. Insolvency Protection for Your Package Holiday**

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 0252, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

### **30. Prompt Assistance**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. 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.

### **31. Early and Late Season Holidays**

Our prices show especially good holiday value early and late in the season. However, as you would expect, not all hotels, resort facilities, restaurants, night clubs and children's activities may be available at these times due to poor weather conditions and/or lack of support. Local suppliers reserve the right, subject to weather and visitors in resort, to either withdraw or reduce the services provided. This could be due to cleaning, renovation or as a result of local conditions and we cannot be held responsible for this.

## **SECTION C – SINGLE SERVICE BOOKINGS**

**This section applies to all single service bookings that you make with us (e.g. a flight only or accommodation only booking) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.**

### **32. If You Change or Cancel Your Single Service Booking**

#### **Changes:**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the lead person on the booking. We will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee, which will be advised to you at the time of your request, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

Certain ticket arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

#### **Cancellations:**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing, immediately. This should be done by the lead person on the booking. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on

which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

**Cancellation Fees for Accommodation Only Bookings:**

<b>Period before departure in which you notify us</b>	<b>Cancellation Charge</b>
70 days or more*	Deposit plus any non-cancellable/changeable element
Between 69-57 days	30% of the cost of booking**
Between 56-43 days	50% of the cost of the booking**
Between 42-29 days	70% of the cost of booking
Between 28-15 days	90% of the cost of booking
14 days or less	100% of the cost of booking

\*Not including day of departure

\*\* Or deposit, whichever is greater

**Cancellation Fees for Flight Only Bookings:**

Cancellation fees for Flight Only bookings are likely to be 100% of the value of booking, from the time of booking. If you wish to cancel your Flight Only booking please call us and we can confirm the cancellation charges applicable to your Flight Only booking.

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause 32 outlines the rights you have if you wish to cancel your single service 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).

**33. If We Change or Cancel Your Single Service Booking**

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" (please see clause 9) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### 34. Our Responsibilities for your Single Service Booking

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the 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.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (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; or (b) relate to any business.

- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### **35. Insolvency Protection for Single Service Bookings**

Where you have booked a Flight Only arrangement with us, we provide financial security for ATOL protected flights by way of our Air Travel Organiser's Licence number 0252, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

We provide full financial protection for all single service bookings which don't include flights, by way of a bond held by ABTA Ltd (The Travel Association, 30 Park Street, London, SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk), ABTA Membership Number: V089X).