

Agent bookings

# Terms & Conditions





**WWW.TEAMSPORTSTRAVEL.CO.UK | 00 44 (0)207 402 3708 | [INFO@TEAMSPORTSTRAVEL.CO.UK](mailto:INFO@TEAMSPORTSTRAVEL.CO.UK)**

The following Terms and Conditions form the basis of your contract with Tourvest Destination Management UK Ltd t/a TEAM Sports Travel, registered office - Lynton House, 7-12 Tavistock Square, London, WC1H 9LT with company number 03555561. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to tour arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such tour arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means Tourvest Destination Management Ltd t/a TEAM Sports Travel.

## **1. Your Financial Protection**

### **Tour packages including flights (booked by Tourvest Destination Management UK Ltd)**

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 10991). When you buy an ATOL protected flight or flight inclusive holiday\* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.\*The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **Tour packages excluding flights (land only)**

Tourvest Destination Management UK Ltd t/a TEAM Sports Travel is a company committed to customer satisfaction and consumer financial protection. In accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking land only packages (which exclude flights) with Tourvest Destination Management UK Ltd t/a TEAM Sports Travel are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Tourvest Destination Management UK Ltd t/a TEAM Sports Travel. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

**Claims** - In the unlikely event of Insolvency, you must inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk). Please ensure you retain the booking confirmation as evidence of cover and value.

**Policy exclusions** - This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights.

These arrangements mean your money will be refunded or you will be brought back to the UK (where your contracted holiday arrangements include return travel to the UK) if already abroad in the unlikely event of our being unable to provide your holiday due to our insolvency

## **2. Booking Quotes and Confirmation**

To make a booking, you must complete our booking form. This must be signed by the first named person on the booking ("party leader"). The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. If booking on behalf of an organisation the party leader must also be authorised by the organisation concerned. By signing the booking form, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.



Please note: We reserve the right to alter the prices of any of the tours that we quote you prior to a contract being confirmed. All quotes or estimates are subject to availability and may change daily. You will be advised of the actual price and availability at the time of booking. When you make a booking enquiry more than a year before the planned departure date, the price of the flights may be estimated and cannot be confirmed until the airline releases the flight availability, prices, details and times, normally around 11 months prior to departure. Until such information is released to us we will not be able to confirm the total final cost of any flight inclusive booking, unless otherwise agreed with you in writing.

For bookings made where an estimated flight cost has been provided for then once the airline has released the flight details you will receive an additional invoice that clearly sets out the final sum due subject to any amendments by you or surcharge (see below). Where the total final flight inclusive cost exceeds any sum estimated by us at the time of booking you will be liable to pay the entire amount of any excess. If the final sum due is less than what was estimated, we will likewise lower the total cost payable by you.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these booking conditions to "send" and "in writing" include communication by e-mail.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [info@teamsports.co.uk](mailto:info@teamsports.co.uk)

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

### **3. Payment**

In order to confirm your chosen tour a deposit must be paid at the time of booking the amount of which you will be advised of at the time. Depending how far in advance you book a further interim payment may also be required the date of which (usually 2 to 4 months after the deposit is paid) will be shown on your confirmation invoice if applicable. The balance of the holiday cost must be received by us not less than 12 weeks prior to departure. This date will also be shown on the confirmation invoice. Reminders are not sent.

When booking within 12 weeks of departure the full cost of the booking will be payable.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay interest at 2% above the current Bank of England base rate for every day payment remains overdue. If your booking is cancelled the cancellation charges shown in clause 8 will be payable depending on the date we reasonably treat your booking as cancelled.

### **4. Your contract**

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).



## 5. The cost of your tour

**Please note, changes and errors occasionally occur in advertised or quoted prices. You must check the price of your chosen arrangements at the time of booking.**

The prices used to calculate your booking cost will be on the basis of the then known costs and exchange rates as shown in the Financial Times Guide to World Currencies on that date. The precise exchange rate used will be shown on the tour proposal form.

We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in fuel or power sources costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. We will only levy a surcharge in respect of the amount by which any increase in our costs exceeds 2% of this total holiday cost. If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 9 "Changes and Cancellations by us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

## 6. Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with. Where written confirmation has not been obtained from us, we cannot be held responsible for the non-delivery of such request.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

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



particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

**7. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50.00 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified as soon as possible. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with any reasonable fees must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

**8. Cancellation by you**

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation charge per person cancelling</b>
84 days or more:	Deposit(s)
57 to 83 days)	35% (if greater than the deposit(s) paid)
43-56 days	60% (if greater than the deposit(s) paid)
42 days or less	100%

Cancellation charges for your particular tour may differ from those set out above. If this is the case it will be stated on your confirmation invoice.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

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

See clause 7 “Changes by you” if any member(s) of your party are prevented from travelling.

**9. Insurance**

We consider adequate travel insurance to be essential. We may be able to arrange insurance on your behalf. If we do not, you must give details in writing of your alternative policy (insurer and policy number).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

**10. Changes and cancellation by us**

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in advertising and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.



Please note, our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than 56 days prior to departure.

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out two or more major destination substantially or altogether.

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

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 19 “Flights”), type of aircraft (if advised) or destination airport will all be treated as minor changes.

If we have to make a significant change or cancel we will as a minimum, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Period before scheduled departure within which a major change is notified to you / your travel agent	Compensation per person
More than 84 days before departure	Nil
83-56 days	£10
55-28 days	£20
27-0 days	£30

Please also see clause 20 “Delay and Denied Boarding Regulations”.

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

**Important: Please note for tours which include sporting fixtures or billeted accommodation may be cancelled or rearranged without prior notice to us. Billeted accommodation may also be amended or withdrawn in its entirety. Because of the nature of such arrangements and the lack of control we have over them where this occurs the options set out above will not apply and our obligation to you will extend only to assisting you arrange an alternative. Any additional costs or charges involved in providing any alternative may be passed on to you in their entirety.**



## 11. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events will usually include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemic, fire, closure, restriction or congestion of airspace, airports and ports and all other events outside our control. Force majeure also includes the UK Foreign Office advising against all travel or all but essential travel to any country, region or destination.

## 12. Our Liability to you

(1) Subject to clause 12(6), we promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

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

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- "unavoidable and extraordinary circumstances" as defined in clause 11 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 16 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and applicable standards of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 12(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) For all claims concerning or arising out of loss of, delay and/or damage to any luggage or personal possessions (including money) for which we are liable, the maximum amount we will have to pay you is £1000 per person affected except where clause 12(6) applies. You must ensure you have appropriate travel insurance to protect your personal belongings. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment/cancellation charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 12(6) below.



This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, inland waterway or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable) and EC Regulation 392/2009 for carriage by sea, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol and COTIF, the Convention on International Travel by Rail). Where applicable, we are entitled to rely on any limitation on which any carrier relies or is entitled to rely. Where a carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation) we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses (including without limitation, self-employed loss of earnings).

### **13. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within [28 days] of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

### **14. Behaviour and damage**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### **15. Conditions of suppliers.**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the



supplier's liability to you, usually in accordance with applicable international conventions (see clause 12(6)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

## 16. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on tour) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 12(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

## 17. Passports, visas and health requirements

The passport and visa requirements applicable at the time of printing to British citizens for the holidays we offer are shown on our website. Requirements may change and you must check the up to date position in good time before departure. A British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens for your holiday are shown on our website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth). For holidays in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk). An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

## 18. Foreign Office Advice

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

## 19. Flights

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

We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of



booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

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

## 20. Delay and Denied Boarding Regulations

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

We cannot accept liability for any delay which is due to any of the reasons set out in clause 12(2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

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

## 21. Website / advertising material accuracy

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us or your travel agent at the time of booking.

## 22. Safety standards

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