

BOOKING TERMS AND CONDITIONS YOUR CONTRACT IS WITH LM Sahara Tours & Treks LIMITED

1. Your Holiday Contract

The following Booking Terms and Conditions form the basis Of your contract with LM Sahara Tours & Treks Ltd, whose registered office is Newlands House, Berners Street, London W1T 3NA registration number 07762086) ("LM Sahara Tours & Treks"/"We"/"Us"/"Our"). LM Sahara Tours & Treks is a member of The Travel Network Group (Travel Trust Association ("TTA"), under number U9892. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Terms and Conditions. Bookings are made through Our appointed travel agents, who act on our behalf in the completion of the booking for you. A contract will exist between you and Us as soon as the booking is confirmed to you by Us issuing Our Confirmation Invoice to you, via our appointed travel agents. These Booking Terms and Conditions are governed by English Law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 ("PTRs") require Us to provide security for the monies that you pay for the package holidays booked from Us and for your repatriation in the event of Our insolvency. We provide this security by way of bonds held by the Civil Aviation Authority under ATOL number 10300 and T7463. When you buy an ATOL

protected air holiday package from Us you will receive a Confirmation Invoice from Us (via our authorized travel agent through which you booked) confirming your arrangements and your protection under Our Air Travel Organiser's Licence. In the unlikely event of Our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to Us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. If your holiday does not include a flight, then you will still be given financial protection for monies that you pay to Us, under our TTA membership.

3. Your Holiday Price

We reserve the right to alter the prices of any of the package holidays detailed to you. You will be advised of the current price of the package holiday that you wish to book before your contract is confirmed.

When you make your booking you must pay a deposit, which shall be confirmed to you at the time of booking. The balance of the price of your travel arrangements must be paid at least twelve (12) weeks before your departure date. For certain destinations, tailor made holidays and tailor made extensions,

the balance may be required earlier than twelve (12) weeks before your departure date and you will be advised of this at the time your booking is made.

Payments will be processed by our agents. We only accept payment by cheque, cash, debit card, Visa, Mastercard and Barclaycard (see further below). Monies which may be paid directly to Us by credit card are subject to a surcharge to cover the cost of the card issuer fees which will be updated from time to time according to charges made by the card issuer and notified to you at the time of booking. We will ask you to provide your credit card or debit card billing address and cardholder details when you book. Please ensure that the details you give match those on your credit card billing statement. We reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied to us. To help combat fraudulent activity, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

If we do take a direct payment for bookings from you via our Website, rather than through an agent, then these will be processed through our secure online payment provider. Your credit card details are transmitted directly to the secure server of our online payment provider which processes card transactions from the Website, having the same high standard as internet banking. At no time do Our employees or any person within Our company see any details of your credit card if processed through our online payment service.

If the deposit and/or balance is not paid in time We reserve the right to cancel your travel arrangements and retain your deposit. Such a cancellation will be subject to our normal cancellation charges as set out in Clause 5. All monies you pay to travel agents are held by them on Our behalf at all times. The price of your travel arrangements are calculated using exchange rates quoted as notified to you at the time of booking. Your travel arrangements featured in Our list of package holidays on our website are planned months in advance and changes may be necessary. We reserve the right to alter any of the services offered on Our website at any time prior to the booking being confirmed to you in accordance with Clause 1. Any such changes will be advised at the time that you make your booking.

Once the booking has been confirmed to you by Us issuing Our Confirmation Invoice, any increase in your holiday price will be as a result of changes in our costs of providing your holiday resulting from:

- a) transportation charges such as fuel, airport charges, scheduled airfares and other transport charges which form part of our contract with the transport provider;
- b) government action such as increases in VAT or any other Government imposed increases;

c) currency fluctuations.

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. You will be charged for the amount over and above that, plus an administration fee of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if We are able to offer one (if this is 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, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, 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. Please note that no surcharge will be made inside thirty (30) days of departure

4. If You Change Your Booking

If, after the booking has been confirmed to you by Us issuing our Confirmation Invoice to you, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, We will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration fee as set out below and any further costs we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact Us as soon as possible. Certain travel arrangements may not be changeable after a reservation has been made and in particular scheduled airlines normally regard name changes as a cancellation and rebooking, therefore any alteration may incur a 100% cancellation charge in respect of that part of the arrangements. You will be responsible for this total cost.

It will not be possible to make changes to your departure date or chosen holiday within 60 days of your departure.

If you are prevented from travelling on the holiday you booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), you may transfer your booking to another person provided they meet all the requirements relating to that holiday, that the holiday arrangements remain the same and subject always to all suppliers relating to the holiday booked (e.g. accommodation providers, etc.) agreeing to accept the name change.

If the suppliers relating to the holiday booking do not accept a transfer of the name to another person, then such request to transfer will be deemed to be a cancellation of the holiday and be subject to the cancellation provisions at Clause 5. You must provide proof of why you are unable to travel at the time you request to transfer your booking. The booking cannot be transferred within 28 days of the date of departure. If the transfer is allowed, then an administration fee of £50 (plus any extra charges levied by suppliers) will apply. Bookings may not be transferred to another person in any other circumstance. In the event of you transferring your booking to another person, you are jointly and severally liable for payment of the holiday price and other associated expenses. The person to whom the booking is transferred must agree to be bound by these Booking Terms and Conditions.

Charges for changes -

70 days or more prior to departure:

Name change: £35 per person

Date or tour change: £100 per person

Less than 70 days and more than 60 days prior to departure:

Name change: £50 per person

Date or tour change: £150 per person

5. If You Cancel Your Holiday

If you wish to cancel your booking for any reason other than for there being additional charges (see Clause 4 above) or alterations to the arrangements (see Clause 6 below) you may do so providing that you give Us written notice of cancellation which must be signed by the person who made the booking or the travel agent as appropriate. Cancellation is effective from the date upon which we receive your written notice at our offices. You will be liable for the following cancellation charges based on the time we receive your written notice at our offices. If your written notice is received at our offices:

- a) 60 days prior to departure date or before: you will forfeit your deposit only.
- b) Less than 60 days but more than 42 days before departure date: you will be liable for 30% of the total holiday cost.
- c) Less than and including 42 days but more than 28 days before departure date: you will be liable for 60% of the total holiday cost.
- d) Less than and including 28 days but more than 14 days before departure date: 75% of the total holiday cost.
- e) Less than and including 14 days but more than 7 days before departure date: 90% of the total holiday cost.
- f) Less than and including 7 days before departure date: 100% of the total holiday cost.

Please note that the above cancellation charges do not apply if you are travelling by boat, in which case you must make any cancellation no later than 90 days before departure date or you will incur a cancellation fee of 100% of the total holiday cost.

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

You are advised to ensure that your policy has sufficient financial protection to cover you in the event of cancellation.

6. If We Change or Cancel Your Holiday

It is unlikely that We will have to make any changes to your travel arrangements, but We do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor (for example change of accommodation to another of the same standard) and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. Group departures may be subject to a minimum number of passengers, which varies from tour to tour and you will be advised at the time of booking. All group departures are reviewed at least twelve (12) weeks prior to departure which is the latest date that a tour would be cancelled on account of low numbers. If We have to cancel a departure you will be offered an alternative holiday or a full refund of the cost of your travel arrangements. However, We will not cancel your travel arrangements after the date when the balance of the price becomes due, except for reasons of force majeure (please see below) or failure by you to pay the final balance. If We are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from Us, if available (We will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, We will pay compensation as set out in this Clause.

If We make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (We will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, We will pay compensation to each full fare paying passenger as detailed below-

If We notify you of a major change:

Less than and including 60 days before departure but more than 28 days: we will pay you compensation of £20 per person.
Less than and including 28 days before departure but more than 14 days: we will pay you compensation of £30 per person.
Less than and including 14 days before departure date: we will pay you compensation of £50 per person.
In any case the limit will be £50 per person. The compensation that We offer does not exclude you from claiming more if you are entitled to do so. Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no

compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

In accordance with EU Regulation 2111/2005 We are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as set out on our Website or confirmed to you by us. You will be advised of the specific airline operating your flight and aircraft type with your flight confirmation and flight schedules. Any changes to the actual airline after you have received your flights confirmation will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. A change of airline, aircraft type or alteration of your outward/return flights by less than 12 hours is deemed to be a minor change. In the event that you choose to cancel your holiday as a result of such change, our normal scale of cancellation charges set out in Clause 5 will apply. Flight timings are provided by the airlines and are subject to weather conditions, air traffic control and all passengers checking in on time. We can give no guarantee that the flight will depart at the time shown on your flight confirmation. Where an airline is unable to operate your confirmed domestic flights, travel by road or railway may be an alternative. Force Majeure: This means that We will not pay you compensation if We have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include (but are not limited to), for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, pandemic illness, fire, adverse weather conditions or acts of God. Cruise Ships shall also be at liberty to deviate from the advertised route and to call (or omit to call) at any port or place to tow and assist vessels and to offer or render assistance to preserve life or property or for any other reason or purpose which in the judgement of the Master of the ship (whether alone or acting on advice from others) is reasonable including, but not limited to, weather conditions, operational matters, the medical condition of anyone on board or the safety, comfort or convenience of guests. Such deviation shall not give rise to any liability on Our part and shall not represent a significant change to your package holiday.

If, after your departure, a significant part of your package holiday cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, We will return you to the place of your departure. If appropriate, We will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

7. If You Have a Complaint

If you have a problem during your holiday, please immediately

inform your tour manager or our agent who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at TTAFS Ltd, Albion House, High Street, Woking, Surrey GU21 6BD, or through your agent, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist Us to quickly identify your concerns and speed up our response to you. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the phone. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on tour and this may affect your rights under this contract.

8. Our Liability to You

In addition to the other provisions in these Booking Terms and Conditions, if the contract We have with you is not performed or is improperly performed by our suppliers or Us, We will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, We will not be liable where any failure in the performance of the contract is due to:

- (i) you, or a third party unconnected with the provision of the travel arrangements, and where the failure is unforeseeable or unavoidable; or
- (ii) unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (iii) an event which We or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions, as detailed further below.

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost

from Us. Your right to a refund and/or compensation from Us is set out in Clause 6. If any payments to you are due from Us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 (www.auc.org.uk).

9. Additional Assistance for Packages

If the contract We have with you for your package holiday is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services that make up the package, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, We will offer you such assistance as is reasonable in the circumstances, but shall not be liable to you.

10. Passport, Visa and Immigration Requirements

It is your responsibility to ensure that you are in possession of a valid passport and all necessary travel and health documents required for the entirety of your journey before departure, including any relevant visas or documentation required for you to travel to and access areas to where you are travelling. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website (www.fco.gov.uk). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. 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 on with the embassy or consulate of the country(ies) to or through which you are intending to travel. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

The British Foreign & Commonwealth Office (www.fco.gov.uk) issues Travel Advisory Notices giving advice regarding travel, which you should consult. If the FCO advises against all travel to your destination we will have to cancel your holiday. If the FCO advises against non-essential travel to your destination you may decide to cancel your holiday, in which case our normal cancellation conditions will apply.

You are recommended to obtain a copy of the leaflet "Health Advice for Travellers" published by the Department of Health which is available from most post offices or by telephoning:

0800 555 777, prior to travel.

11. Conditions of Carriage

Details on Our website are Our responsibility, as your tour operator. It is not published on behalf of, and does not commit, the airlines mentioned on it or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

12. Adequate Insurance Protection

Travel insurance is your entire responsibility and an essential pre-requisite to booking a holiday with Us. You must ensure that you (and all members of your party) have sufficient travel insurance in place to cover you, together with your personal property, at all times and for all potential risks. You must ensure that your insurance covers you for the full duration of your holiday including, but not limited to, medical expenses, injury, death, repatriation, cancellation and curtailment, and in respect of any sports or activities that you may wish to do whilst on your holiday. You must also ensure that there are no exclusion clauses limiting protection for the type of activities included in your holiday. Evidence of sufficient cover will need to be provided at time of booking. If you do not have holiday insurance cover at the time of booking, you may personally be liable for cancellation charges. For all clients arranging their own insurance, we must receive full details of the insurance company, policy number and 24-hour emergency contact number. It is imperative that you familiarise yourself with the details and conditions of your policy and that you notify your insurance company of any pre-existing medical condition. Failure to do so can invalidate the insurance cover.

13. Time Schedules

Some destinations featured on our website are to less developed countries. Whilst everything possible is done to ensure the smooth running of your holiday, unavoidable delays do occasionally occur, especially in respect of domestic airlines, security clearance at airports, and unforeseeable action on the part of government offices.

14. Data protection

We treat the handling of personal data seriously. The data protection and privacy statement set out below in this Clause 14 details how We will treat your personal data after it has been collected by Us (or on Our behalf by Our travel agents). TTAFS assures you that it will only use your data as specified here and for its legitimate business reasons. Unless otherwise provided in these Booking Terms and Conditions, We will not sell, rent or trade your personal information to third parties for marketing purposes without your express written consent. We will only pass your data to other third parties in accordance with these Booking Terms and Conditions, or if required to do so by law. We may disclose your data to certain permitted third parties, such as third party service providers, Our own professional

advisers who are bound by confidentiality codes and when We are legally obliged to disclose your data.

We need your name, address and/or email address so that We can send out information to you and advise you of special offers and promotions We think may be of interest to you. We also require this information about you, and others included in your group, in order to complete bookings made with Us for your holiday, (e.g., to relevant hotels, activities providers, public authorities such as customs or immigration if required, etc.). This applies to any sensitive information that you give to us such as information relating to disabilities, dietary requirements and/or religious beliefs. This may involve the transfer of information outside the European Economic Area (“EEA”) and by providing Honeycomb with this information you provide your consent (and the consent of those included in your group) to transfer such information out of the EEA. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. You have the right to ask Us not to process your personal data for marketing purposes. You also have the right to access information held about you by Us. Your right to access can be exercised in accordance with the Data Protection Act 1998, as amended from time to time, and any access request may be subject to a fee of £10 to meet Our costs in providing you with details on the personal data we hold about you. We operate in accordance with the Data Protection Act 1998, and any amendments thereto.

By disclosing your personal information to Us, you consent to the collection, storage and processing of your personal information by Us in the manner set out in these Booking Terms and Conditions.

15. Flight Reconfirmation

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. Ticketing

Your tickets and any other documents relating to your booking will be sent to your travel agent, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavour to dispatch your tickets to you at least 2 weeks prior to departure. **IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK. IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT YOUR TRAVEL AGENT IMMEDIATELY.** For bookings made within 7 days of departure, it is necessary for Us to use a courier company which guarantees next day delivery and any charges will be passed on to you at the time of booking. In such cases, tickets will either be sent to you or to

the departure airport, and this will be advised at the time of booking. Please note that the delivery charge is non-refundable

17. Lost/Stolen Flight Tickets

If you lose your flight ticket or it is stolen before you leave the UK, certain airlines will not authorise us to issue a replacement. You would then be required to purchase a new ticket and there may be a delay of up to 12 months before we receive authority from the airline to make any refund to you. If the airline concerned does allow us to issue a replacement ticket, we will require payment of an administration fee from you. It is most important that you contact us as soon as you realise that your ticket is missing. If your ticket is lost or stolen after you have left the UK, certain airlines will not issue a duplicate. You will need to purchase a new ticket locally, at the local fare. When you return to the UK you can apply to us for a refund on your lost ticket, but any refund will be entirely at the discretion of the airline and it can take up to 12 months before we receive authority from the airline to make any refund.

18. Airline Collapse

We provide financial protection to you in accordance with Clause 2 above. Therefore, in the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact Us at the earliest opportunity to allow Us to seek to find you an alternative return flight. If you have provided Us with your contact details for when you are abroad, this may further assist Us in contacting you. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given Us the opportunity to arrange an alternative flight home for you.

In making alternative return flight arrangements for you We will take the approach of 'like for like'. What this means is that if your flight is an economy seat We will arrange an economy return alternative and if this is not available immediately, you will be responsible for the cost of remaining abroad until it is or if you wish to upgrade to an immediately available business or first class seat, you will have to pay the difference between the economy seat and the upgraded seat. If your flight seat is business or first class, We will endeavour to find an immediately available business or first class alternative. Our priority, however, will be to book your return flight as soon as possible and, therefore, if the earliest return flight is in a lower class than that which you booked, that return flight is what We will arrange for you and that will be the extent of Our obligation to you.

19. Flight and Other Travel Timings

As mentioned in these Booking Terms and Conditions above, flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings

are estimates only, and We do not have any liability to you for any delay, which may arise, or for any schedule alterations.

At the Airport – Check-in

If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst We endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility. If you fail to check in at all for your flight from the UK, We retain the right to cancel any other arrangements you have booked with Us and you will be unable to use your return flight to the UK. No refund can be made for any unused arrangements. Important notice: you must check-in at least 1 hour prior to departure, failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

20. Denied Boarding

As detailed in Clause 8 above, where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier 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 carrier in relation to the claim that gives rise to that compensation payment.

21. Special requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through Us, please advise Us when you book and We will pass this information on to the companies We work with. Our note of your request on your invoice/receipt confirms We have received it and does not guarantee that We, or the relevant supplier, can meet with your request. Where possible they will try to help you, but We cannot guarantee any request unless it is noted on your invoice/receipt and We also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights, or hotel room or Cruise Ship state room number requests. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

22. Disabled Travellers and Passengers with Reduced

Mobility

We cannot be held responsible if you fail to tell Us about special needs/requirements that will affect your holiday experience and this means We will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements.

If you have a medical / mobility problem / condition or disability which may affect your holiday, please tell Us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as We or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

Overseas accommodation and services.

The majority of 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 particular 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.

Flights

If you or a member of your party are a wheelchair user or have reduced mobility We strongly advise that you contact Us directly or your travel agent before making your reservation. This will enable your travel agent 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.

Cruises

You acknowledge that medical care while on a Cruise Ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility impaired persons or persons with severely impaired sight and/or hearing. If you require the use of a wheelchair you must provide your own as any wheelchairs available on Cruise Ships are for emergency use only. For convenience and comfort collapsible wheelchairs are strongly recommended. Standard cabins on Cruise Ships are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self sufficient and/or must travel with a companion able to provide any assistance needed during the holiday.

You may not be able to participate in certain activities or programs either on board the ship or onshore at ports of call if to do so would create a risk of harm to yourself or any other person.

23. Excursions Excursions include, but are not restricted to, any sightseeing trips, events or other tours either attended in resort or land based 'shore' excursions for which additional payment is required ("Overseas Booked Excursions"). Overseas Booked Excursions do not form part of your package holiday that you book through Us. We do not have any responsibility or liability whatsoever for anything which may go wrong on an Overseas Booked Excursion. The contract for any Overseas Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

24. Information Accuracy

Descriptions of accommodation, facilities and services and Cruise facilities and itineraries We provide are based on information obtained from Our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise Us about significant changes to descriptions or about the withdrawal of any significant facility, We will tell you as soon as possible in accordance with these Booking Terms and Conditions. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times We quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

25. Your Responsibility

We want all Our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the effect they may have on others. If We (or another person in authority) believe your actions could upset other customers, Our suppliers or Our own staff, or put them in danger, your holiday / travel arrangements may be ended and this could mean We or Our suppliers may either ask you to leave your booked accommodation, or prevent you from boarding the aircraft. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft. If this happens, We will not pay compensation, make refunds, or cover any expenses you suffer as a result. If your behaviour or the behaviour of any members

of your travelling party causes any aircraft or Cruise Ship to be diverted We and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion. We cannot accept liability for the behaviour of others in your accommodation, Cruise Ship or flight, or for any facilities/services withdrawn as a result of their action.

26. Cruise Packages

Where you book a Cruise or a Cruise together with a flight and/or a transfer you are booking a Cruise Package. We sell the Cruise Package to you as principal but third party Cruise suppliers provide the Cruise, operate the Cruise Ship and act as carrier. The conditions of carriage of the third party Cruise supplier will also apply when you book a Cruise Package. These are available on request.

Pregnancy

Cruise ships do not have adequate medical facilities for childbirth on board. Cruise Ships will not carry you if you have entered or passed your 24th – 28th week of pregnancy at any point in your Cruise – the exact timing depends upon the Cruise Ship operator. You must, therefore, check with Us at the time of booking. All pregnant women should produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound if this has been performed. We cannot accept a booking or subsequently carry you unless you comply with this Section. If you are pregnant and made a booking (or made a booking on behalf of a pregnant passenger) before it could reasonably have been known that you or the passenger would not be able to join the Cruise because you have entered or passed the 24th – 28th (as the case may be) week of pregnancy at any point in the Cruise, We will refund in full the price paid by you and the price paid by any accompanying passenger, provided that the pregnant passenger notified Us as soon as reasonably practicable upon becoming aware that they would not be able to join the Cruise, but shall otherwise not have any liability whatsoever. We and our third party Cruise suppliers expressly reserve the right to refuse passage on board to you if you appear to be in an advanced state of pregnancy and We shall not have any liability whatsoever in respect of either such refusal and/or your carriage.

Medical

(i) We and our third party Cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on our Cruises. (ii) If you (or a member of your party) have a physical or mental disability or any other condition which may require special treatment or assistance (including those who use wheelchairs) you must advise Us in writing before you make a booking. If you (or any member of your party) use a wheelchair, you must furnish your own standard size wheelchair and you must be accompanied by a travelling companion fit and able to assist

you. Cruise Ships' wheelchairs are for emergency use only. We and our third party Cruise suppliers reserve the right to refuse passage to you if you fail to notify Us and Our third party Cruise suppliers of such disabilities or need for assistance or who in Our opinion is unfit for travel or whose condition may constitute a danger to themselves or others on board.

Our Liability to You for Cruise Packages

(i) We expect at all times that you conduct yourself in a proper manner and with due regard for the health, safety, comfort, enjoyment and general well-being of all persons both on board the Cruise Ship and involved in the provision of any service or facility forming part of the Cruise, and, by booking with Us, you expressly agree to this. If it appears that your conduct, behaviour or health is such as to be a breach of this requirement or your behaviour, health or conduct is likely to endanger your own health or safety or that of any other passenger or crew or may make you likely to be refused permission to go ashore at any port or may make Us liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then We and Our third party Cruise suppliers and/or the Cruise Ship's Master shall have the right to take any one or more of the following measures as may appear to be reasonable and appropriate in the particular circumstances –

1. refuse to embark or to disembark you at any port or other place of call;
 2. disembark you;
 3. transfer you to another berth;
 4. confine you to a particular stateroom or to the Cruise Ship's medical centre;
 5. through the Cruise Ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine you to a hospital or any similar institution at any port as the Cruise Ship's doctor may consider necessary.
- (ii) In the event of any action taken, neither you nor (at Our and Our third party Cruise supplier's discretion) any other person travelling with you (whether or not under the same booking) shall be entitled to make a claim against Us for any loss or expense incurred as a result of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the UK or to any other place or for any other form of loss or expense whatsoever.

International Conventions relating to cruises

As mentioned in Clause 8 above, all carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier (which may be our third party Cruise supplier or any other supplier or their sub-contractor). Such terms may limit or exclude liability, are expressly incorporated into these Booking Terms and Conditions and also form the terms and conditions of separate contracts between you and the particular carrier as contained in the carrier's ticket which is provided to you before your scheduled departure date. You can get copies

of the relevant terms and conditions if you ask Us.

Carriage of passengers and their luggage by sea is governed by the Athens Convention. You can get copies of this Convention if you ask Us. The Athens Convention is expressly incorporated into these Booking Terms and Conditions and Our liability for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to you unless you give Us or the supplier written notice:

- (a) in the case of apparent damage, before or at the time of disembarkation or redelivery of luggage;
- (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Any damages payable by Us up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by you and by the maximum amount deductible as specified in Article 8 (4) of the Athens Convention.

When looking at Cruises, notwithstanding that the Cruise is performed on a Cruise Ship not owned by Us, it is agreed that We shall at all times nevertheless be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976 (as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time), and so are entitled to limit Our liability under its terms.

At the Cruise Terminal – Advance Registration and Check-in

To comply with Government and security requirements, Cruise Ship operators will require you to register your details with them in advance of travel and may also ask you to complete an online check-in process. We will include details of advance registration and online check-in procedures (as applicable to each Cruise operator) on your confirmation invoice or with your tickets where known but it is your responsibility to check the relevant Cruise operator's registration and check in process. Failure to submit the requested information accurately and in full may result in delays at the Cruise terminal and you may be denied boarding onto the Cruise ship. We accept no responsibility for such consequences. Please also note carefully information regarding embarkation times and departure times of your Cruise ship. You are advised to be on-board the ship a minimum of 2 hours before the departure time (in some cases 1 hour before departure time is permitted at ports of call but check with the Cruise operator first). If you do not arrive to embark on time at any port or place then We shall have no liability in respect of the consequences. In respect of Cruises, the Cruise operators shall not be obliged to delay or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs associated with transportation to rejoin the Cruise Ship such as, but not limited

to, Government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be borne by you.

Gratuities and Service Charges

The Cruise operators' policies regarding inboard gratuities and/or service charges for the services provided by their staff vary. Most Cruise operators apply one or more of the following policies:

- Gratuities or Service Charges may be left to your discretion;
- A daily charge may be automatically added to your on-board account which can be removed on request;
- A charge may be included in the price of Our Cruise Packages, which you pay in advance of travel. Where this applies it may be possible to ask for the charge to be removed and added to your on-board ship account.
- Some Cruise operators may apply a compulsory daily service charge to your on-board account but do not expect you to tip at all during the cruise. Whichever scheme the cruise operator uses, you will be required to abide by their gratuity / service charge policy and must settle your account in full before disembarking the ship at the end of your cruise. Where We are made aware of a Cruise operators policy on gratuities or service charges details will be provided either at the time of booking, on Our invoices or with the Cruise operators tickets.

Contagious or Infectious Diseases Affecting Your Cruise

At any port or place the Cruise operator may refuse to embark or may disembark any customer who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other customers or the crew. In such cases you shall not be entitled to any refund of the Package cost or compensation of any kind. Additionally, We will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the ship involving your detention, you must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred by you.

27. Single Components

Where single components are booked by you and not sold to you as a package holiday the following terms shall apply:

Price Changes

Price increases may occur any time prior to full payment being received from you, and you will be liable to pay any such increases in full.

Transfer of Bookings

In the case of a scheduled flight only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges and then making a new booking,

which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges.

Cancellation/Amendments of bookings by you

Bookings may be amended or cancelled in accordance with the relevant supplier's terms and conditions and subject to the supplier's amendment and cancellation charges. In many cases our flight suppliers may impose charges of up to 100% of the cost of the travel arrangements and these will be passed onto you.

Changes Made to Your Booking

Where a supplier makes a change to a non-Package booking for a single component, you do not have the same legal rights as with a Package booking. If We are aware of any change which We believe will materially affect your booking We will tell you as soon as reasonably practicable but you must appreciate that We will only have an obligation to tell you if We have been told in the first place by the supplier. It is the responsibility of the supplier to make alternative arrangements; it is not Our responsibility. Where, however, We believe a change has a significant effect on your booking, We will endeavour to arrange with the supplier(s) to provide you with suitable alternative arrangements. If suppliers impose additional costs for any alternative arrangements you will be obliged to pay those.

Our Liability to You for Sales of Single Components

Our responsibility is to make arrangements for the provision by the relevant suppliers (including air carrier of air transport, accommodation owner/supplier, car hire provider) of the components you book, but We do not have any responsibility for the operation of the component itself. This is because we are acting as an agent of the supplier in those circumstances and are not liable to you as the principal supplier of the single component.

We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless We have negligently failed to select a normally competent provider of the relevant component. Further, We have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with Us. Any liability to you for such losses will be the responsibility of the principal supplier of the single component.

Flight only bookings will be financially protected under Our ATOL License (number 10300 and T7463), therefore in the unlikely event of our collapse/insolvency, any money you have paid Us for the flight will be refunded to you, or you will be repatriated if you are already abroad. Where you have booked a single component through Us, any money you have paid to Us for any other components is protected through Our membership with the TTA

(under number U9784), giving you full financial protection.

28. International Conventions

If any other International Convention applies to or governs any of the services or facilities arranged or provided by Us, or provided by any of Our suppliers, and you make a claim against Us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, Our liability to pay you compensation and/or the amount (if any) of compensation payable to you by Us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to); in respect of carriage by sea, the Athens Convention 1974 (as amended); in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. Any applicable Protocols or amendments shall apply to all such International Conventions. You can get copies of the relevant Conventions if you ask Us. For the avoidance of doubt, this means that We are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your travel arrangements.