



## **BOOKING TERMS AND CONDITIONS**

*Revised 01/01/2020*

We are Silver Compass Travel Limited, ("We", "us" and "our") trading as Silver Compass, of Ashley Grove, Doctors Hill, Ashley, Box, Corsham, Wiltshire, SN13 8AS Tel: +44 (0)1225 744992 Email: reservations@silvercompass.co.uk. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and 'arrangements' are all the holiday, tour and other arrangements detailed on your confirmation (including any additions or amendments).

Because you can book different combinations of travel arrangements with us, we use different terms to describe them. Where you book a single individual element from us (e.g. accommodation only or flight only), you have booked a 'single element'. Where you add more than one single element to your booking (for example a flight booking and a separate hotel booking), we call that a 'multi-contract package'; that is, you are entering into multiple contracts with multiple suppliers and we are facilitating those separate contracts with each respective supplier. A 'single contract package' is a combination of travel elements that have been combined by us and sold under a single contract and at a single price as detailed on your confirmation. You can also buy packages organised by our suppliers from us. Please note that for such bookings the supplier may have responsibilities to you for that package rather than us.

### **Accuracy of information**

**We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 9.**

### **1. Our agreement**

We act only as agent in respect of all bookings we take and/or make on your behalf except where you book a single-contract package. For all arrangements that aren't single-contract packages, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. All such travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free



to accept that offer on behalf of those suppliers or to reject it. Your booking with us is subject to these terms and conditions for our booking services, and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. They will be available from us once the contract has been made. Where you buy a single-contract package your contract for the supply of the Arrangements making up the package will be with us.

You will receive information about the main characteristics of your arrangements before a binding agreement between you and us comes into existence. That information, these conditions, the booking conditions of any supplier(s) together with our Privacy Notice and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read all information and terms carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all such information and terms.

The key terms of our agreement are:-

#### **Key terms**

- I. When you book a single element or multi-contract package, you will enter into a binding contract with the suppliers detailed on the confirmation we issue on their behalf. When you book a single-contract package, you will enter into a contract with us. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid the balance of the price of them, these charges will increase up to 100% of the cost of them depending on how long before travel you cancel them;**
- II. You can make changes to your confirmed arrangements in certain circumstances. We will make a reasonable charge for processing these changes;**
- III. We or the supplier(s) may make changes to and cancel your confirmed arrangements but we or they will pay you compensation in certain circumstances if that happens;**
- IV. We or the suppliers are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

Our agreement becomes binding when we issue a confirmation on behalf of suppliers. Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. It may harm your rights if you don't.



## **2. Payment**

You must make payment for your arrangements in accordance with the instructions we give you. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

Any money paid to us in respect of a booking including flights is held on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to The Global Travel Group Ltd for as long as we do not fail financially. If we do fail financially, any money we hold at that time or subsequently accepted from the consumer, is and continues to be held for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to The Global Travel Group Ltd.

## **3. Insurance**

It is a condition of our agreement that you are covered by adequate travel insurance for your arrangements. Such insurance as a minimum must cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. Details of a policy suitable to cover your arrangements are available by contacting us. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **4. Special requests**

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. If we are able to specifically confirm a special request or requirement, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract on our part.

## **5. Disabilities and medical problems**

We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.



## **6. The price you pay**

*We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements.*

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

(b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or

(c) the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart.

*If your arrangements are a single-contract or multi-contract package, and if that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 8.*

*If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due.*

Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

## **7. Changes and cancellations by you**

If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, you must inform us in writing as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist. Since we and suppliers incur costs in cancelling or changing your arrangements, all such changes and cancellations will be subject to the charges below or as detailed in the supplier's booking conditions. Where we are unable to assist with making a requested change and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.



You may cancel any package arrangements prior to their commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 9) are occurring at the place where your arrangements are due to be performed or its immediate vicinity and; ii) those circumstances make it impossible to travel safely to the travel destination; and iii) the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. Note that we will take into consideration any advice from the Foreign Office to avoid or leave a particular country in determining whether or not you may cancel your arrangements under this clause. In the event that you may, you will receive a refund without undue delay of any payments made but this the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

*If your arrangements are a package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.*

#### Charges in the event of a cancellation

In the event of a cancellation, you will have to pay the applicable cancellation charges detailed in the supplier's booking conditions or up to the maximum shown below. (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

#### **IF YOU WISH TO CANCEL YOUR HOLIDAY**

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Prior to 70 days:	Total flight cost plus 15% of the total accommodation and other elements
69 – 42 days:	Total flight cost plus 30% of total cost of the accommodation and other elements
41 – 34 days:	Total flight cost plus 70% of total cost of the accommodation and other elements
33 – 7 days:	Total flight cost plus 90% of total cost of the accommodation and other elements
Less than 7 days:	100% of total cost of booking

These cancellation charges apply to all bookings, except where a booking includes items or services where our suppliers’ own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

Charges in the event of a change

In the event we can meet your requested change, you will have to pay £50 per person per change as well as any applicable rate changes or extra costs incurred in addition to any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

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

**8. Changes and cancellation by us or the supplier**

Because we and suppliers plan your arrangements many months in advance, in some circumstances we and they must make changes to them and cancel them.

Where we refer to a ‘price reduction’ in this clause and in clause 12, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to ‘compensation’, we will pay you appropriate



compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 12.

#### Changes and cancellations before departure

Most changes will be insignificant and we and suppliers reserve the right to make them. If we make an insignificant change to the main characteristics of any package arrangements we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Examples of “insignificant changes” made before departure include the following:

- A change of outward departure time or overall length of your arrangements of twelve hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a significant change to your confirmed arrangements and we reserve the right to do so. A significant change is one where we significantly alter any essential element of your arrangements (other than the price) owing to circumstances beyond our control. Examples of “significant changes” made before departure include the following:

- a. A change of accommodation area for the whole or a significant part of your time away.
- b. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c. A change of outward departure time or overall length of your arrangements of twelve hours or more.
- d. A significant change to your itinerary, missing out one or more destination entirely.
- e. Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements.
- f. Where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If we or the supplier has to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- a. (for significant changes) agreeing to the changed arrangements,
- b. accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- c. accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of



arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you choose option ii) and where your arrangements are a single-contract or multi-contract package, we will where appropriate, pay you reasonable compensation, subject to the limitations and exclusions in section B of clause 12.

We will not pay you compensation where:-

- a. we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- b. we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 9;
- c. we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- a. we make an insignificant change;
- b. we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- c. where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

#### Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your single-contract or multi-contract package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a single-contract or multi-contract package, we will pay you compensation subject to section B of clause 12.

Where we are unable to ensure your return from a package as agreed because of unavoidable and extraordinary circumstances which directly prevent you from returning to your point of departure, we will bear the cost of necessary accommodation if possible of



equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

#### Changes to and cancellations of single element bookings both before and after departure

In respect of all changes and cancellations made to single element bookings both before and after departure, please refer to the supplier's booking conditions for information.

This clause 8 sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

#### **9. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside the control of ourselves or the supplier(s) concerned. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

#### Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances which directly prevent you from returning to your point of departure. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact Silver Compass by phone on +44 (0)1225 744992 or for out of hours support please call +44 (0)7544 974493

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## **10. Complaints**

If you experience difficulty or lack of conformity during your holiday, please inform us without undue delay so that we can take steps to assist you or put things right. You should also contact us by email and telephone as follows Tel: +44 (0)1225744992 or +44 (0)7544 974493; email: [reservations@silvercompass.co.uk](mailto:reservations@silvercompass.co.uk) If your complaint remains unresolved and you wish to complain further, please send formal written notice of your complaint to us within 28 days of the end of your arrangements, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and could affect your rights under our agreement.

## **11. Your behaviour**

If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of aircraft, people or property therein or good order and discipline on board; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

## **12. Our Responsibility**

### A. Our responsibilities differ according to what you have booked:

#### In relation to bookings of single contract and multi-contract packages

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause. Please note, it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.



### In relation to single element bookings

As booking agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. Your booking is directly with them. Other than where we are negligent in the provision of our booking services to you, we accept no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your arrangements.

Where we, as an agent, sell you a package combined by one of our suppliers, the travel company supplying the package shall be the organiser of the package you have bought from them.

**Please note in relation to all bookings: It is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact Silver Compass, Ashley Grove, Doctors Hill, Ashley, Box, Corsham, Wiltshire, SN13 8AS, Tel: +44 (0)1225 744992**

### B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 9.

We will not be responsible, make a price reduction or pay compensation:-

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-



(a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.

(c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

#### Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

#### Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

#### Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of single elements) the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

### **13. Jurisdiction and applicable law**

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the European Commission's Online



Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr> or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

#### **14. Financial security**

We are an Accredited Body Member of The Global Travel Group Ltd whose ATOL number is 3973. We provide security for flight inclusive packages by way of a bond held by the Civil Aviation Authority of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk) under ATOL number 3973. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please check your ATOL Certificate or ask us to confirm what protection may apply to your booking.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder. In which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide protection for our non-flight inclusive package arrangements by way of a trust account operated by The Global Travel Group Ltd of Glendale House, Glendale Business Park, Sandycroft, Nr Chester, CH5 2DL, Tel: 0800 6529808. Any single element bookings will not benefit from arrangements for financial protection. Where you book a package organised by a supplier, financial protection for the package will be provided by the supplier of that package. Please ask us for further details.

#### **15. Passport, Visa and Immigration Requirements and Health Formalities**



It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

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

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

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

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

## **16. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown on our website, in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets. 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 dispatched - 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 will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. 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 8 will apply.

### **17. Delay**

We cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances as set out in clause 9. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

Where applicable, under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be publicised at EU airports and will also be available from airlines. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.