

Neilson Booking Conditions

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Neilson Active Holidays Limited (Co No 02987304) whose registered office is at Locksview, Brighton Marina, Brighton, East Sussex, BN2 5HA and which company trades under the name of "Neilson" (in these terms and conditions referred to as 'we', 'us' and 'our').

These booking conditions are correct as of 18 February 2019. We reserve the right to amend these booking conditions at any time prior to accepting your booking and your booking will be subject to the booking conditions appearing on our website at www.neilson.co.uk as at the date when we accept your booking by issuing to you a confirmation invoice/receipt/e-mail and any relevant ATOL Certificate.

Most of the holidays that we sell are "Package Holidays" (or "holidays") for the purposes of the Package Travel and Linked Travel Arrangements Regulations 2018 (the "PTR"). This will be the case where you buy two or more of the following components in a single booking process with us: flights, accommodation and other tourist services such as "Ski Extras" (i.e. one or more of the following arrangements - ski equipment, lift passes and ski school)>

We will be the "organiser" of these Package Holidays, although you will be entering into separate contracts with some of the suppliers of the components included in your Package Holiday. We will be the principal for the supply of the flight and accommodation element of your booking and so you will be entering into a contract with us for the supply of these components. However, for the supply of Ski Extras, we sell these as a sales agent for the supplier of the Ski Extra and so you will be entering into a contract with the supplier of the Ski Extra for the supply of these components.

In certain circumstances, we may agree to provide accommodation only, on the basis that you will be separately responsible for arranging your own flights or other transportation. Although these are not Package Holidays, we will give you the same rights for Accommodation only bookings made under these booking conditions as if you had booked a Package Holiday from us.

If you decide to buy a Ski Extra on its own, these will not be treated as a Package Holiday. We sell these as a sales agent for the supplier of the Ski Extra and so you will be entering into a contract with the supplier for the provision of the Ski Extra. These booking conditions have three sections:

[Section A: applies to Package Holidays and Accommodation only bookings](#)

[Section B: applies to standalone Ski Extra bookings](#)

[Section C: Sets out the general terms and conditions applicable to all bookings](#)

Any Package Holiday which includes a flight will be covered by the financial protection requirements of the Civil Aviation Authority. For Accommodation only bookings, unless we advise otherwise at the time of booking, you will be provided with financial security by way of bonding arrangements that we have with ABTA. Further details are set out in Section A below under "Your financial protection".

We do not own or provide all of the services, facilities or travel arrangements which make up your Package Holiday. In some instances, these may be provided by third parties whom we arrange to provide the services, facilities or travel arrangements which make up your Package Holiday (the "suppliers").

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If you have a medical condition or a member of your party is a person of reduced mobility, please let us know before making a booking so we can ensure that the Package Holiday or other arrangements are suitable for you.

For information specific to your holiday see also:

[Essential holiday information](#)

Section A: Package Holidays and Accommodation only bookings

Your contract

A.1: We sell two different types of Package Holiday where we are the organiser of the Package Holiday:

1. **"Single Contract Package"** – this is where we have created a Package Holiday and we sell this to you under a single contract, where we are the principal in the contract with you. This is the case for all Package Holidays which do not include Ski Extras (e.g. Package Holidays which include only a flight and accommodation).
2. **"Multi-Contract Package"** – this is where we have created a Package Holiday and we sell this to you under multiple contracts. This is the case for all Package Holidays which include Ski Extras. For Multi-Contract Packages, your contract for the supply of all components other than the Ski Extras (e.g. flight and accommodation) is with us. For the Ski Extra component(s) of your Package Holiday, we will arrange for you to enter into separate contracts with each relevant Ski Extra supplier and it will be the relevant Ski Extra supplier which will be the principal in the contract with you.

If your booking includes a flight, we will confirm to you which type of booking you have made by issuing you with an ATOL Certificate which shall state that it is either for a Single Contract Package or a Multi-Contract Package. If your booking does not include a flight, please check your confirmation/invoice/receipt/e-mail for these details.

Section A of the booking conditions applies to both types of Package Holidays. Section A also applies to Accommodation only bookings and references to

Package Holidays in this Section A should be taken to include a reference to Accommodation only bookings. In the case of Multi-Contract Packages, the provisions of this Section A will apply along with the relevant supplier's terms and conditions. Copies of the supplier(s)' terms and conditions are available on request.

A contract will only come into existence between you and us when we issue a confirmation invoice/receipt/e-mail and, if relevant, the ATOL Certificate. Prior to doing so, we or your Travel Agent may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it.

Some travel and accommodation arrangements are only available on a request basis. Where this is the case you will be advised at the time you make your enquiry and details of the arrangements "on request" will be shown on any provisional documentation we issue. Any arrangements that we advise you are "on request" are not confirmed or guaranteed and are also subject to change (including price) until we receive confirmation from our supplier and are able to issue the relevant confirmation invoice/receipt/e-mail and the relevant ATOL Certificate.

Please check any confirmation invoice/receipt/e-mail and ATOL Certificate together with all other documents we or your Travel Agent send you as soon as you receive them. Contact us or your Travel Agent immediately if any information which appears on any documentation appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

If you are booking on the internet or over the phone the lead name on the booking must be a minimum age of 18. If you are under 18 and travelling without an adult we will only allow you to book at a high street Travel Agent provided your parent/legal guardian is present and subject to you satisfying our suppliers' conditions of travel. The parent/guardian will be required to sign the booking form in front of the Travel Agent and, when we issue a confirmation invoice/receipt/e-mail and for flight-inclusive Package Holidays, the relevant ATOL Certificate, a contract will then exist between the parent/legal guardian and us.

The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the

remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our websites (as applicable).

A.2: Price changes after booking

We may change the price of your booking after we have issued our booking confirmation in order to pass on to you changes in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties other than the suppliers, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the booking. We shall only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your booking, together with a calculation and an explanation for this change.

If the price of your booking is increased by more than 8% of its total price, then you may:

- (a) accept and pay for the price increase;
- (b) reject the price increase and terminate your booking with a full refund; or
- (c) reject the price increase, terminate your booking and take an alternative holiday if we decide to offer this. If you decide to take an alternative holiday, we will inform you of its impact on the price of your booking. If the alternative holiday is of lower quality or cost, you may be entitled to a price reduction in accordance with Section A.12 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the booking and provide you with a refund.

If you decide to reject the price increase and terminate your booking with a full refund, you may also be entitled to compensation in accordance with Section A.12 below.

You will be entitled to a price reduction corresponding to any decrease in the costs described above which occur after you have booked but before the start of booking, although we will be entitled to deduct our administrative expenses of this

process. You will be entitled to ask for a breakdown of these administrative expenses. However, please note that travel arrangements are not always purchased in local currency and may be booked by us many months in advance of departure. In the circumstances, some apparent changes may have no impact on the price of your travel due to contractual and other arrangements that will already be in place at the time of booking.

Your financial protection

A.3: Flight inclusive packages

We provide full financial protection for our flight-inclusive Package Holidays and ATOL protected flight only sales by way of our Air Travel Organiser's Licence number 10794 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive Package Holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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

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

A.4: Flight exclusive packages

When you buy a Package Holiday that does not include a flight, or Accommodation only, protection is provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London SE1 9EQ, www.abta.co.uk.

A.5: Payments to Travel Agents

In relation to ATOL protected flight-inclusive Package Holidays, money accepted by our Travel Agent from you is held by the Travel Agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the Travel Agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by our Travel Agent, or is subsequently accepted from you by the Travel Agent, is and continues to be held by the Travel Agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a Package Holiday not including a flight, all monies you pay to the Travel Agent are held by him on our behalf at all times.

A.6. Significant changes made by us before travel

As the arrangements which make up your holiday are planned many months in advance, from time to time we may need to make a change to your holiday. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of the holiday, or where we cannot fulfil any of your special requirements which we have accepted.

Significant changes we will tell you about include but are not limited to:

A.6.1 a change of your UK departure point (excluding a change within London airports eg Gatwick to Heathrow which is considered a minor change);

A.6.2 a change of your beachclub destination or ski resort;

A.6.3 a change of more than 12 hours to the time you leave the UK or your destination;

A.6.4 if we downgrade your accommodation by one full Tour Operator rating (or to a lower official rating where no Tour Operator rating is used)

In the unlikely event that we have to make a significant change to your holiday, we will tell you as soon as reasonably possible. You will then have the option to:

(a) accept the proposed change. If this results in a holiday of lower quality or cost, you may be entitled to a price reduction in accordance with Section A.12 below;

(b) reject the proposed change and terminate your holiday with a full refund; or

(c) reject the proposed change, terminate your holiday and take an alternative one if we decide to offer this. If you decide to take an alternative holiday, we will inform you of its impact on the price of your booking. If the alternative holiday is of lower quality or cost, you may be entitled to a price reduction in accordance with Section A.12 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the proposed change. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the holiday and provide you with a refund.

If you decide to reject the proposed change and terminate your holiday with a full refund, you may also be entitled to compensation in accordance with Section A.12 and the table below.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the significant change is as a result of Unavoidable and Extraordinary Circumstances (see Section C.6), we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different holiday offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Independent travel arrangements (eg. internal flights, airport parking etc. that you may arrange separately) do not form part of our contract with you. Should we need to make any changes to your holiday, we will not be liable for any amendment or cancellation charges incurred by you in respect of any such independent travel arrangements.

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown below (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.

Period of notice we give you or travel agent before departure	Compensation for each full fare paying passenger	Compensation for each full fare paying passenger
	Option 1	Option 2
84+ days	£0	£0
84-43 days	£10	£5
42-29 days	£20	£10
28-11 days	£30	£15
10-0 days	£40	£25

We may not give you any of the above options in the event that a change to the purchased holiday is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change.

A.7. Cancellation by us

On rare occasions, we may have to cancel your holiday and we reserve the right to do so. If we have to do so, we will notify you as soon as possible. We will also offer you an alternative holiday if we are able to do, and inform you of its impact on the price of your booking. If the alternative holiday is of lower quality or cost, you may be entitled to a price reduction in accordance with Section A.12 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the holiday.

You may be entitled to compensation as a result of our cancellation of your holiday in accordance with Section A.12 below, except where we are prevented from providing the holiday because of Unavoidable and Extraordinary Circumstances and we notify you of the cancellation without undue delay before the start of your holiday. We regret that some travel packages shown on our website or in our brochures can only be operated if there is sufficient demand for the same and a sufficient number of people book such travel packages. If there is insufficient demand and subsequent confirmed bookings, we have the right to cancel the travel arrangements in question. If we have to do so, we promise we will tell you or your Travel Agent as soon as we possibly can. In this situation, you will then have the choice of the options shown in Section A.6 together with the option, if possible, of the same package departing on a

different date. Where we cancel for lack of numbers in accordance with this paragraph, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

We can also cancel your holiday if you fail to make payments for your booking when due and in such circumstances, we shall have no further liability to you.

In the unlikely event we need to cancel your holiday for any other reason we will tell you or your Travel Agent as soon as possible.

A.8. Our responsibility for the performance of the holiday

We do not ourselves own or provide all of the services, facilities or travel arrangements which make up your holiday. Some of these are provided by third-party suppliers whom we arrange to provide the services, facilities or travel arrangements which make up your holiday. We have a legal duty to exercise reasonable skill and care in making the arrangements for the suppliers to provide the services, facilities and travel arrangements to you. For Ski Extras, our legal duty is to exercise reasonable skill and care in arranging for you to enter into a contract with the supplier of the Ski Extra.

We also have a liability to you for the performance of the travel services included in your holiday under the PTR, irrespective of the fact that such travel services may be performed by the suppliers.

You must tell us immediately of any failure to perform or improper performance of your holiday ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with Section A.12 below.

If a significant proportion of the travel services included in your holiday cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the holiday. The alternative arrangements shall where possible, be of equivalent or higher quality than those specified in your booking. Where they are of a lower quality you will be entitled to a price reduction as described in Section A.12 below. You may only reject the

alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Section A.12 below.

If a Failure substantially affects the performance of the holiday, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your holiday or terminate your booking without paying a termination fee. If you decide to terminate, then if your holiday included carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Section A.12 below.

If we are unable to ensure your return to your place of departure as agreed in your holiday because of Unavoidable and Extraordinary Circumstances, we shall bear the cost of necessary accommodation, if possible of an equivalent category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the holiday.

If a longer period of accommodation than that referred to above is provided for in Union passenger rights legislation (as described in the PTR) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

A.9. Prompt assistance in resort

We shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

A.10: Changes you make before travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to our terms and conditions and those of our suppliers.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of the holiday has to apply to all members of your booking.

The lead name on the booking must give to your travel agent or to us directly, notice to change. We will apply charges from the date we receive the instruction from you or your travel agent.

The following tables set out the charges that we are entitled to receive for changes you make to bookings. In addition, we are entitled to charge you any fees that our suppliers may charge us for making any change. All amendment charges must be paid by you prior to the amendment being finalised.:

Costs shown are per change per person*	Notice given more than 84 days	Notice given 84 days or less before departure
Flight (e.g. time change within same day, UK airport change)	£50 per person	Cancellation charges will be applied - see 'Cancellation by you'
Date of travel (see note 1)	£50 per person	Cancellation charges will be applied - see 'Cancellation by you'
Accommodation	£50 per person	Cancellation charges will be applied - see 'Cancellation by you'
Passenger name	£50 per name change	£50 per name change

*The maximum amendment fee we will charge for changes made by you in one request is £400 per booking. This does not include where cancellation charges are applied as shown.

Note 1: It is not possible to transfer your booking to a departure date more than 12 months after your original travel date without incurring cancellation charges and we can only transfer to a product or season that is currently on sale.

You may transfer your holiday to another person who satisfies all the conditions applicable to the holiday, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of

these costs upon receipt of your request to transfer. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days before departure shall be considered to be reasonable.

Please note that the majority of our flight and transfer providers do not typically allow changes to be made to tickets after bookings have been made.

Changes such as name changes (including initial changes), destination and date changes can be treated by our suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price. Also, note that transport providers may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made.

The table below details charges that we levy in the event that you wish to change any "Extra Services" that you have booked such as a Ski Extra, excursions, private tuition or any other additional activities/services.

Changes you make to Extra Services

Time we receive your notice to amend item before departure*	Charge for change
More than 28 days	Free of charge
28-8 days	50% of the item cost
7 days or fewer	100% cost of the item

* No refunds are applicable on the items that are not used once in resort.

If you change any 'Extra Services' supplied by 3rd parties (e.g. airport parking or excursions) we will pass on any costs imposed by the provider of the service, which may be up to 100% of the cost of the extra service.

A.11: Cancellation by you

You, or a member of your party, may cancel your booking at any time by giving us written notice. Any such notice of cancellation must be given by the lead name on the booking.

Any notice addressed to us should be sent to the correspondence address as stated on the invoice. We will apply charges from the date we receive the instruction from you or your Travel Agent.

As we may have incurred costs in relation to a cancelled booking (including, without limitation, charges which are imposed on us by the suppliers), you will be charged a cancellation fee per person which reflects the losses and costs which we incur in cancelling the booking as follows (please ask if you would like to understand how these charges are calculated):

Our cancellation charges

Time we receive your notice to cancel before departure	Cancellation charge
More than 84 days	Loss of deposit
84-64 days	30% of total cost of holiday (or loss of deposit if greater)
63-50 days	50% of total cost of holiday
49-29 days	70% of total cost of holiday
28-15 days	90% of total cost of holiday
14 days or fewer	100% of total cost of holiday

Where any deposit is payable by instalments (see Section C), any references in the above table to "loss of deposit" shall mean loss of the Initial Deposit and the Deposit Balance (as defined in Section C) and, if the Deposit Balance has not been paid as at the date of cancellation, then the Deposit Balance shall be immediately payable and form part of the relevant cancellation charge.

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges which arose before the cancellation and any deposits paid for any pre-booked items or services.

If you cancel any "Extra Services" (whether booked at the time of booking the basic holiday or subsequently) we will pass on any costs imposed by the provider of the service.

If you cancel any travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

In addition to the cancellation rights set out above, you shall have the right to cancel your booking before the start of the holiday without paying any cancellation charge in the event of unavoidable and extraordinary circumstances (which is described in Section C.6 below) ("**Unavoidable and Extraordinary Circumstances**") occurring at the place of destination or its immediate vicinity and we have confirmed to you that they will significantly affect the performance of the holiday, or they significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking but you will not be entitled to compensation or any of the rights set out in Section A.12 below.

We shall provide you with any refund of payments made under the booking, less any cancellation charges due to us, as soon as we can and in any event within 14 days of cancellation.

A.12: Price reduction, compensation for damages and our liability

You will be entitled to an appropriate price reduction for any period during which there is a Failure, unless the Failure is attributable to you.

You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

- (a) attributable to you;
- (b) attributable to a third party unconnected with the provision of the travel services included in the holiday and is unforeseeable or unavoidable; or
- (c) due to Unavoidable and Extraordinary Circumstances.

We shall not be liable to pay compensation to you in connection with your holiday where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of our suppliers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road

and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the holiday. Please ask us for copies of these international conventions if you would like to see them.

Our liability will also be limited in accordance with the contractual terms of the suppliers which provide the transportation element of your holiday and in an identical manner as if such limitations applied directly to us.

Our liability to you in connection with your holiday shall be limited to a maximum of three times the cost of your holiday, except in cases involving death, injury or illness where we or our suppliers have caused such damage intentionally or with negligence.

If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your holiday, except in cases involving death, injury or illness where we have caused such damage with negligence.

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 EU Regulation 261 / 2004 (the Denied Boarding Regulations 2004), then you are encouraged 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 2004. 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.

Please note that we expect you to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation.

We are entitled to deduct from any compensation otherwise payable to you, any sums

that you may be paid by any of our suppliers that relate to the same event or circumstances giving rise to any liability on our part.

Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are away are not part of the holiday provided by us. For any excursion or other tours that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator and this applies even where a Neilson representative accompanies the tour or excursion.

Nothing in these booking conditions affect any statutory rights that you may have under the relevant jurisdiction applicable to you.

A.13: Flight delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the relevant airline. If you have taken out our recommended travel insurance or a comparable policy you may have cover against delays.

A.14: Local charges and tourist taxes

Unless we have stated that a service or facility is included or free in our accommodation descriptions you may be asked to pay a charge locally. For example local tourist taxes, room services (i.e. minibar), health and beauty treatments, snacks and drinks etc.

Tourist taxes are payable by you when you check out of your holiday accommodation. Charges vary by destination but are currently €1.05 - €2.50 per person per night in Austria, €0.83 - €3 per person per night in France, €1.50 - €4 per room per night in Greece, €1 - €2.00 per person per night in Italy and Sardinia. There are currently no tourist taxes to pay in Andorra, Croatia or Spain, although this is subject to change.

Taxes for children are age-dependent (prices correct as of August 2019 and subject to change). To find out the most up to date tourist taxes for your chosen holiday accommodation please contact us.

Section B: Ski Extras bookings

B.1: Contracts with Ski Extra suppliers

If you purchase Ski Extras through us, which do not form part of a Package Holiday, your booking will be subject to the provisions under this Section B and the terms and conditions of the relevant Ski Extra supplier.

In relation to the sale of Ski Extras, we act as an agent for the relevant Ski Extra supplier(s) in respect of the Ski Extras you book. When we make your booking we will arrange for you to enter into separate contracts with each relevant Ski Extra supplier named on your booking confirmation. The PTR do not apply to bookings made under this Section B.

A contract for a Ski Extra will only come into existence between you and the Ski Extra supplier when we issue you with a confirmation invoice/receipt/e-mail. Prior to doing so, we or your Travel Agent may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it.

B.2: Liabilities for Ski Extra only bookings

Please be aware that a Ski Extra supplier's own terms and conditions may contain provisions which limit their liability to you. You are advised to read those terms and conditions carefully prior to booking as they will contain important information about your booking. Copies of each Ski Extra supplier's applicable terms and conditions are available on request from us.

As an agent for each Ski Extra supplier, we do not own or control the Ski Extra arrangements which you book through us. Accordingly, we do not accept any liability or responsibility for anything which goes wrong with your booking unless that error or event is caused by our own negligence or that of our servants or agents. Since we act solely as an agent processing your booking, we accept no liability for:

- (a) The acts and omissions of the Ski Extra suppliers;
- (b) The arrangements provided by the Ski Extra suppliers;
- (c) Any persons or parties connected with the Ski Extras; or
- (d) Any loss, damage or injury suffered by you in connection with your use of the Ski Extras.

B.3: Booking information for Ski Extras

Please check any confirmation invoice/receipt/email together with all other documents we or your Travel Agent send you as soon as you receive them.

Contact us or your Travel Agent immediately if any information contained within any of the documentation appears to be incorrect or incomplete, as it may not be possible to make changes later.

As an agent for the Ski Extra suppliers, we accept no responsibility for any errors in documentation except where the error has been made by us.

B.4: Resolving disputes relating to Ski Extras bookings

If after purchasing a Ski Extra you have any queries or concerns about the Ski Extra, please contact the Ski Extra supplier directly.

If you encounter a problem while on your trip, we recommend that you report this to the Ski Extra supplier or their agent immediately. If you fail to do this, there will be less opportunity for the Ski Extra supplier to investigate and rectify your problem.

If you wish to make a complaint when you return home, write to the relevant Ski Extra supplier directly. You will see their name and contact details in any confirmation documents we send you.

If your attempts to resolve your problem with the Ski Extra supplier directly are unsuccessful, we will be happy to liaise with the Ski Extra supplier and encourage them to resolve the matter with you. However, we cannot guarantee that we will be able to reach a satisfactory conclusion and you acknowledge and agree that we are under no legal obligation to do so.

B.5: Changes and cancellations by you

The table below details charges that we levy in the event that you wish to change your Ski Extra booking.

Changes you make to your Ski Extra booking

Time we receive your notice to amend item before departure*	Charge for the change
More than 28 days	Free of charge

28-8 days	50% of the item cost	* No refunds
7 days or fewer	100% cost of the item	

are applicable on the items that are not used once in resort. If you cancel your Ski Extra booking (whether booked at the time of booking the basic holiday or subsequently) we will pass on any costs imposed by the supplier of those services.

B.6: Changes and cancellations by the Ski Extras suppliers

We will inform you as soon as reasonably possible if the Ski Extra supplier(s) need to cancel or make a change to your confirmed Ski Extra booking.

If there is time before your Ski Extra commences, we will, upon request from you, liaise with the Ski Extra supplier and use reasonable efforts to seek (but cannot guarantee) to secure from the Ski Extra supplier a suitable alternative.

We will have no further liability to you in respect of these changes and cancellations.

If you are directly notified by the Ski Extra supplier of any change to the Ski Extras you booked, it is your responsibility to act upon this and update us.

Section C: General terms applicable to all bookings

Making Payments

C.1: Payment terms

When you book your holiday you will be advised, at the time of booking, what payment is required for your particular arrangements and you agree to pay us:

C.1.1 a deposit at the time of booking followed by the remaining balance when due. You will be advised of the current deposit payable at the time of booking. The remaining balance for the holiday is due by the date specified on your confirmation invoice and this will usually be 12 weeks before your travel date, depending on the type of holiday booked;

C.1.2 the full cost of the holiday if it is 12 weeks or less before you depart (or such other period as may be advised at the time of booking);

C.1.3 such other deposit or security payments as may be required by the supplier of the services for the arrangements in question and which are required at the time of booking;

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

The balance of the cost of your holiday must be paid by the date specified on your confirmation invoice or, if you have booked through a Travel Agent, please ensure payment reaches the Agent by the date they have advised.

Please note that we may cancel your holiday if you do not make your final payment on or before the due date. If we do this we will keep your deposit. Whilst we are not obliged to do so, if we agree to extend the period for you to pay the final payment and you still fail to pay or cancel your booking, we will regard the contract between us as having been cancelled by you and impose cancellation charges on you in accordance with the relevant 'Cancellation by you' provisions set out in Sections A and B, as though the holiday had been cancelled by you on the revised date for payment of the balance due.

If you book through one of our authorised Travel Agents, they will hold all the money you pay for your holiday on our behalf.

C.2: Payment of deposit by instalments

From time to time and in certain circumstances, we may offer customers the opportunity to spread the payment of a deposit by offering a low deposit where customers can make an initial payment of part of the deposit upon booking ("Initial Deposit") and pay the balance of the deposit ("Deposit Balance") at a later date. You will be advised, at the time of booking, whether or not a low deposit option is available to you and if so, the date by which the Deposit Balance is payable. Please note that, although we may allow payment of a deposit by way of separate payments, by making a booking, you accept that you are liable to pay both the "Initial (Low) Deposit" and the "Deposit Balance" even if you choose to cancel your booking (otherwise than under the provisions of Section C.6). If you cancel your booking (otherwise than under the provisions of Section C.6) prior to payment of the Deposit Balance then, not only will we be entitled to retain the Initial Deposit already received but, in addition, the Deposit Balance will become immediately payable to us.

We reserve the right to cancel your holiday if you fail to pay the Deposit Balance when due. In such circumstances, whilst we shall have no further liability to you, you will immediately be liable for payment to us of the Deposit Balance.

C.3: Method of payment

We accept the following payment cards; Maestro, Delta, Solo, American Express, Visa and Mastercard.

Prevention of Fraud: 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 send to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

C.4: Best price guarantee

In common with all other operators in the travel industry, we operate a dynamic pricing policy whereby the price for a particular holiday can vary on a daily basis according to demand and availability. We guarantee that if the exact same package (departure date, flights, duration, rooms, passenger numbers) is advertised at a lower price on our website within 48hrs of booking your holiday, we will adjust the price of your booking to match that lower price. Please note that this guarantee does not apply where prices are found via Travel Agents or on other third party websites or offered in emails received from third parties or where prices are only available by using a voucher/other promotion not offered to the general public. In order to take advantage of this guarantee and adjust your booking accordingly, you must send us an e-mail to admin@neilson.com within 96 hours of making your booking.

C.5: Partner membership discounts

Discounts will be applied to the advertised basic holiday price. The discount does not apply to any optional extras or services added to the booking. The offer cannot be applied retrospectively and Neilson reserves the right to withdraw this offer or change the level the discount at any time. Members must have a valid membership applicable to the partner which commenced at least one month before the date of booking to be entitled to the discount. The discount is valid for a maximum of four people per booking per membership number (family memberships count as one membership number). For bookings over four passengers, the discount will be applied to the four passengers with the lowest cost. You must quote your membership number at the time of quote/booking, and the membership holder must travel.

C.6: Unavoidable and Extraordinary Circumstances

In these booking conditions, where we refer to "Unavoidable and Extraordinary Circumstances", it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions (actual or threatened) which make it impossible to travel safely to the destination as agreed in the package travel contract as well as unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, civil strife, industrial disputes, significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and any other building work being undertaken by any third party (such as resort development).

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of Unavoidable and Extraordinary Circumstances, we have to change your Package Holiday or other booking before or after departure, or we, or our suppliers, cannot supply your holiday, as we, or they, had agreed, or you suffer any loss or damage of any description.

C.7: Resolving Disputes and ABTA

If anything is not to your satisfaction during your holiday please immediately inform both us (via the details set out below) and the relevant supplier (e.g. your hotelier) who will endeavour to resolve your problem. It is important you advise us as well as the supplier so we can both help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your holiday promptly so that you can enjoy your holiday. However, if your complaint is not resolved locally, please follow this up within 28 days of your return home by emailing or writing to us at the details set out below, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. The address to send complaints to is Customer Services, Locksview, Brighton Marina, Brighton, BN2 5HA. To speak to us personally please call 0333 014 3614. Alternatively, you can e-mail us using the

relevant address below: customerservices@neilson.com

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

We are also a Member of ABTA, membership number Y6127. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

Please note failure to advise of problems whilst on holiday, as described above, deprives both us and the suppliers of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

Your obligations

C.8: Health and fitness precautions

Most of the activities included within our holidays and the Ski Extras you may book through us require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any particular activity that you choose to take part in. If you are in any doubt please consult your GP before departure. We, and those retained by us to supervise any activities have an absolute right at any time (even after an activity has commenced) to prevent you from undertaking any particular activity if we reasonably believe that you do not possess the necessary levels of fitness. In such circumstances, we shall not be liable for any losses or compensation arising.

You must provide us with full details of any existing medical or physical problem (including unusual height or weight), disability or reduced mobility issue that may apply to any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your holiday or Ski Extra activities (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, any particular activity or arrangements are not suitable for the medical or physical problem, disability or reduced mobility issue and you are not travelling with someone who can provide all assistance that may be required, we have the right to

refuse to accept the booking or you may not be able to participate in certain activities, in which event we shall not be liable for any losses or compensation arising.

If you do not give us full details of any medical or physical problem, disability or reduced mobility issue at the time of booking and/or promptly inform us of any adverse change to or a new medical or physical problem, disability or reduced mobility issue that arises after booking, then we can also cancel the booking when we find out the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in Sections A and B must be paid by the person concerned.

C.9: Illness and accidents

Should you become ill or have an accident involving injury while on your holiday, or during the course of your Ski Extra, you must, in addition to reporting your illness or accident to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness or accident, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

C.10: Acceptance of risk

As with all sporting activities, the nature of the holidays we provide, the Ski Extras and activities you may choose to participate in, involve a degree of personal risk. You recognise that many activities, such as biking, sailing, diving, and water skiing are activities with a danger of personal injury or death. Due to rough terrain and uneven surfaces on land and the dangers associated with the sea and seabed, the natural environment can, at times, be hazardous. By entering a contract with us (or in the case of Ski Extras, by entering into a contract with the relevant supplier(s)), you accept these risks and you must take responsibility for your own actions. Although we or our suppliers may provide instructions and tuition to you as part of the arrangements you book, which will look to minimize these risks, your booking is accepted by us (or the Ski Extra supplier) on the basis that you understand and accept the risks involved in physical activities. If at any time you or a member of your party feels uncomfortable or unprepared to take part in or carry on with an activity during your Package Holiday or Ski Extra, an instructor should be advised immediately. You are under no obligation to take part in or complete activities that form part of your holiday booking.

C.11: Insurance

It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away. It is a condition of your booking that you have such suitable insurance cover in place. Please ensure that you have a valid travel insurance policy in place from the time of booking, to cover you for the countries and activities you may be undertaking on your holiday. You should contact us to discuss this if you do not already have insurance in place. We've partnered with a travel insurance specialist who can provide a range of cover for all activities available on our holidays. Visit our [holiday extras](#) page to find out more.

C.12: Travel information

Please note that we can provide general information about the passport and visa requirements for your trip, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. 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.gov.uk/foreign-travel-advice). 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 with the embassy or consulate of the country(ies) you are travelling to or through. Neither we nor the suppliers, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

If you have any queries with regard to documentation and insurance requirements you must raise them with us or your Travel Agent well in advance of travel commencing. In the event, we are asked to re-issue tickets that have been lost,

destroyed or stolen and we agree and are able to do so, any charges incurred as a result of this will be payable by you.

Please note that airlines that provide the flight element of the Package Holiday we sell may impose fines and costs on us if any passengers who have booked with us do not have the necessary travel or other documents for the countries they are visiting or passing through, even where this occurs through no fault of ours. In this situation, we have no choice but to pass on to you all fines, costs, surcharges, financial penalties and other sums of any description which are imposed on or incurred by us. You will be responsible for reimbursing us accordingly in full.

C.13: Special requests

If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise your Travel Agent or us (if booking direct) of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your travel arrangements, it must be specifically agreed with us in writing before or at the time you book. We promise to comply with any special request which we have specifically agreed and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on any confirmation invoice/receipt/e-mail or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally.

C.14: Behaviour

We want all our customers to have an enjoyable, carefree holiday but you must remember that you, and all members of your party, are responsible for your actions and the effect they may have on others. If we, or another person in authority, reasonably believe:

(a) your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or

(b) you are unfit to travel;

then we may end your holiday and terminate our contract with you and all members of your party. Equally, our Ski Extra suppliers may cancel any arrangements you have

booked with them. You and all members of your party may be prevented from using your booked accommodation, transport, and any other services and activities forming part of your booking. In such circumstances, we will not be liable for any refund, compensation or any other costs you or any member of your party may have to pay. Alternatively, and in our absolute discretion, you may be permitted to continue with your Package Holiday or booking but may have additional terms of carriage or restrictions imposed upon you. The Ski Extra suppliers may also, in their discretion, choose to permit you to continue with any Ski Extras you may have booked but could also impose additional terms or restrictions in relation to those Ski Extras.

In addition to the above and the effect your actions may have on others, you must take responsibility for your own safety and those around you and for maintaining the condition of the property you occupy. To the extent that the law permits, we are not responsible for any accidents which occur in or around swimming pools or other similar facilities due to your inappropriate or irresponsible behaviour or for any accidents which occur anywhere on properties arising from such behaviour.

We appreciate that you may well drink alcohol as part of your enjoyment. You must, however, do so responsibly and, to the extent that the law allows, we will have no liability (or our liability will be limited) to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.

We will hold you and the members of your travelling party jointly and individually liable for any deliberate or reckless damage to the accommodation, furniture, facilities or equipment located within your accommodation or used as part of any Ski Extra or other activities, together with any legal costs we or our Ski Extra suppliers incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately.

If your behaviour or the behaviour of any members of your travelling party causes any transport aircraft 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 or flight, or for any facilities/services withdrawn as a result of their action.

Your travel documents

C.15: Travel documents

You can download your travel documents from your online [My Neilson](#) account area. From there you can keep up to date with your booking, manage your marketing preferences and make payments too.

Transport timings

C.16: Flight and other travel timings

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.

C.17: Information and prices

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any mistakes, we will put details on our computer reservation system or website so you will receive the latest information when you make your booking.

Descriptions of accommodation, facilities, services and itineraries we provide are based on information obtained from our suppliers. Sometimes the facilities described, such as air conditioning, swimming pools or equipment for activities (for example, a particular dinghy, bike or windsurfer), 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. Some activities, for example, scuba diving, watersports or golf, where not directly provided by us, or facilities such as restaurants, may not be available at all times and are normally managed by independent local operators. We have no control over their availability or prices. Outside the peak season, it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Some activities or facilities may not be available all year round. 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.

Please note that in the case of Ski Extra suppliers' changes and errors, as the agent, we reserve the right to amend advertised prices at any time before your booking is confirmed on behalf of the Ski Extra suppliers. We also reserve the right to correct errors in both advertised prices and confirmed booking prices on behalf of the Ski Extra suppliers.

C.18: Data protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration). If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via our website, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via our call centre as required by our booking conditions.

Neilson Retail Limited, 2nd Floor, Locksview, Brighton Marina, BN2 5HA is the data controller of your personal information under data protection legislation. Please note that all personal data captured will be used and held in accordance with our [privacy policy](#).

For full details of the data we collect, how we use it and your legal rights, please refer to the Neilson [privacy policy](#).

If you wish to opt out of receiving marketing communications from us, please advise one of our sales consultants or make the appropriate opt-out choices on the website when you book.

C.19: Conditions of carriage

When you travel by air, rail or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention the Berne Convention or Athens convention. You agree that the transport company's own conditions of carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage.

C.20: Brexit Event and your booking with us

On 29 March 2017, the United Kingdom submitted notification of its intention to withdraw from the European Union pursuant to Article 50 of the Treaty on European Union ("Brexit"). There is great uncertainty about how this will affect the UK's future relationship with the EU. In particular, Brexit may have a substantial adverse impact on our or our suppliers' ability to perform your booking ("Brexit Event"). For instance, it may be that the airline operating the flight element of your booking will not be able to operate the flight because of the loss or restriction of air traffic or transit rights or the right of the airline to enter any airspace. Or, it may be that one of our other transport providers will no longer be able to travel into a particular region within the European Union. It may also be that we are unable to transfer our staff to the relevant regions within the European Union.

For our customers who have yet to depart, our obligations to you under your booking are conditional upon there not being a Brexit Event. If, in our reasonable opinion, a Brexit Event has occurred, we will inform you as soon as possible in writing, upon which we will both be relieved of any further obligations in relation to the booking. If this happens, we will return to you any payments you have made in respect of your booking, which shall be the full extent of our obligations to you. We will not compensate you for a Brexit Event, nor we will have any liability for the costs of other travel services you have booked directly with third parties.

For our customers who have already departed, Section A.8 of these booking conditions shall apply to any Brexit Events concerning your booking.

C.21: Law and jurisdiction

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be dealt with under the ABTA Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

