

# Terms of Business

The following Terms of Business relate to your booking together with our [privacy policy](#) and, where your holiday is booked via our website, our website terms and conditions of use, together with any other written Accommodation Terms we bring to your attention before we confirm your booking govern your booking with Powder White Ltd, a company registered in England with company no: 6977222 and registered office address of 2 Woodlands Way, London SW15 2SX (“PWL”, “we” “us” and “our”). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Terms of Business mean all persons named on the booking including anyone who is added or substituted at a later date. References to “Travel Arrangement(s)” in these Terms of Business are to the accommodation, flights, transport, and other services we feature on our website. References to “Supplier/Principal” means the third party supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, travel providers, car hire companies, and airlines.

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

- a) has read the Booking Terms & Conditions relevant to their booking (including Supplier/Principal Accommodation Terms) and has the authority to and does agree to be bound by them;
- b) consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities);
- c) is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act only as an agent in respect of all bookings we take and/or make on your behalf.** However, where you make a booking of multiple Travel Arrangements in such a way as to create a package holiday, we will accept responsibility for that as a “Multi-Contract Package” in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (please see clause 2 below for further information as to the circumstances in which we will be acting as a Package Organiser).

As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us, and whether you book a “Single Component Booking” or a “Multi-Contract Package” and we have tried to set them out below as clearly as possible:

1. Section A contains the conditions that will apply to all bookings you make with us, whether Single Component or Multi-Contract Package;

2. Section B sets out the additional terms and conditions that will apply only when you make a booking with us for a Multi-Contract Package.

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

### **1. Your Contract**

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Terms of Business and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you a booking confirmation email with a booking reference number.

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements in such a way as to create a Multi-Contract Package (please see clause 2 for further information), in which case we will accept responsibility for those Travel Arrangements in accordance with Section B of these Booking Conditions.

### **2. Multi-Contract Package Bookings**

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

A "Multi-Contract Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- a) transport; or
- b) accommodation; or
- c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- d) any other tourist service not intrinsically part of one of the above travel services, **provided that** those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

This is called a Multi-Contract Package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however we, Powder White Limited, will accept responsibility for this booking as a Package Organiser.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Multi-Contract Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not

otherwise represent, an essential feature of the package; or  
- are selected and purchased after the performance of the transport, accommodation or car rental has started. These bookings will be treated as “Single Component” bookings and will not be afforded the benefit of the rights under the PTRs.

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements but we will comply with our legal obligations under the PTRs as your Package Organiser and these are outlined in Section B of these Booking Conditions. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

### **3. Booking**

When you make a booking, you will have the opportunity to review/confirm all the details of the booking before making payment. Once you have reviewed and confirmed these details and made payment of the appropriate sum, we will proceed to make the booking with the Supplier/Principal.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant Supplier/Principals, whether in the EU or not, we will be unable to provide your booking. Please click [here](#) for full details of our privacy policy.

**Airport/Train Station Transfers:** unless you have reserved a transfer separately during the booking process or subsequently, no flight or accommodation booking includes a transfer. Please ensure that the accommodation you have selected is accessible from the airport you have chosen to fly to. At times the accommodation suppliers or airlines involved in your booking may offer a free of complimentary resort transfer. We will pass on this offer to you however the provision, delivery and services standards of this transfer are the responsibility of the accommodation/airline provider and the third party involved in their delivery.

### **4. Payment**

In order to book your chosen Travel Arrangements, you must make payment as outlined in this clause, or otherwise requested by the Supplier/Principal of the Travel Arrangements. You must also pay all applicable insurance premiums and booking fees.

## **Payment on booking**

You are required to make full payment at the time of booking in the following circumstances:

1. a) when you make any booking within 30 days of your departure date; and
- b) when you book for Travel Arrangements with a non-refundable accommodation.

For all other bookings, you are required to pay a deposit at the time of booking and in line with the Accommodation Terms & Conditions relevant to that Supplier/Principal.

## **Payments**

Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal concerned.

## **Taxes**

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which will have to be pre-paid or paid locally (e.g. at the accommodation). You are exclusively responsible for paying such additional taxes.

## **5. Failure to make payment**

Should we be unable to collect all outstanding instalments from you before the date on which you are due to travel we reserve the right to cancel the booking made on your behalf and you will forfeit all monies paid by you for such booking. In addition, if for any reason we do not receive payment, we may be required to notify the other Supplier/Principals who may take the decision to cancel your booking and charge the cancellation fees set out in their terms and conditions. In these circumstances you will be liable of a loss of all monies previously paid.

## **6. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Travel Arrangements that you wish to book before you make your booking. Where the Travel Service or price has been listed incorrectly and the booking has already been confirmed, we reserve the right to cancel the booking and refund all monies paid to you.

## **7. Prices**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen Travel Arrangements at the time of booking.**

## **8. Insurance**

Many Supplier/Principals require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses, as well as ensuring you have cover for any activities you have booked, including additional cover for skiing/extreme sports/adventure travel and all other activities you have booked.

If you choose to travel without adequate insurance cover, neither the Supplier/Principal nor we will be liable to you for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **9. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at the accommodation etc. You should then confirm your requests in writing but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the Supplier/Principal is not confirmation that the request will be met.

## **10. Fitness to Travel and Medical Conditions**

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen Travel Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Supplier/Principal's behalf or, if you did not give us full details at the time of booking, we will inform the Supplier/Principal who may cancel it and impose applicable cancellation charges, when we become aware of these details.

## **11. Changes and Cancellations by You**

Any cancellation or amendment request must be sent to us as soon as possible. Please ensure that we have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their terms and conditions (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee as set out in the table below. We will notify you of the exact charges at the time of amendment or cancellation.

**Please note:**

- Some Supplier/Principals do not allow changes and therefore full cancellation charges will apply;
- Administration fees are non-refundable in the event you cancel your booking.

## **12. Changes and Cancellations by the Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Travel Arrangements or to cancel them. We will also liaise between you and the Supplier/Principal in relation to any alternative travel arrangements offered by the Supplier/Principal but we will have no further liability to you.

Where you have booked a Multi-Contract Package, additional terms and conditions apply to your booking, please see clause 27 for further details.

## **13. Complaints**

As the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns about your Travel Arrangements should be addressed to them in the first instance. If you have a problem with your Travel Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

### **Important: claims/complaints about injuries or illness**

In the unfortunate event that you suffer an injury or an illness while you are on holiday, and you believe this is the fault of one of the Supplier/Principals, it is very important that you notify the Supplier/Principal while you are on holiday. Accommodation providers will not accept claims for illness or injury unless the issue is reported to the accommodation provider at the time whilst in the accommodation. You will often be asked to sign a document agreeing to a specific claims process when you arrive at the accommodation. This is as a result of an increasing number of fraudulent claims being received.

Since 2013, there has been more than a 500% increase in the number of compensation claims for holiday sickness with tens of thousands of claims in the past year. Evidence suggests many of these claims may be exaggerated or fraudulent. If we believe any claim to be fraudulent then action may be taken in the hope of protecting those with genuine claims.

If you remain unsatisfied, you can inform us, in writing by emailing Powder White on [enquiries@powderwhite.com](mailto:enquiries@powderwhite.com) immediately on return to the UK and, in any event, within 28 days of your return whereby we will endeavour to assist in our capacity as an agent by liaising with the Supplier/Principal on your behalf.

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.

## **14. Our Responsibility for your Booking**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected).

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

**Please Note:** Where you have booked a Multi-Contract Package we will accept responsibility for that Multi-Contract Package as a package organiser and additional terms and condition apply. Please see clause 28 for further information.

## **15. Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Terms of Business, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemics/pandemics restricting access to the resort and/or accommodation, local government resort and/or border controls/closures or natural disasters such as floods, earthquakes, avalanches, landslide, rock falls, or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, air traffic control strikes, flight cancellations and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any refund or compensation.

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

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 <https://www.gov.uk/browse/citizenship/passports>. **Special conditions apply for travel to the USA and Canada, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.** For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

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

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

## **17. Law and Jurisdiction**

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

## **18. Accommodation Ratings and Standards**

All ratings are as provided by the relevant Supplier/Principal or are PW's own average ratings based on our industry knowledge and customer feedback. Our own ratings are clearly marked and are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given. We have made reasonable efforts to establish the official rating of the accommodation and include this within the description of the accommodation on our website.

## **19. Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on

our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

## **20. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 15).

## **21. Your Behaviour**

You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the Supplier/Principal's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Supplier/Principal reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Supplier/Principal prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

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

## **22. Flights**

### **Flight times and tickets**

Flight times shown are provisional and may be subject to change, as per the booking conditions. You should ensure that you have your flight reference number which will be required for check-in. The flight reference and check-in procedures are included in the booking confirmation email we send to you. Some flight providers will require this check-in procedure to be carried out online. Failure to check-in online will result in check-in fees at the airport which you will be liable to pay for.

### **Data**

The flight information advertised comes from all the major airlines. The data is regularly updated. Seat availability and pricing is at the operator's discretion and is subject to availability. Please be aware that prices can fluctuate.

### **Luggage and other flight extras**

All airlines have a standard hand luggage and these differ significantly from airline to airline. The allowance you are entitled to will be shown in the booking conditions of your airline which are displayed in their own Terms & Conditions. Where you require additional luggage

allowance this can be added to the booking prior to checkout and paid for. The luggage allowance will be dictated by the airline in question and can again vary.

In the main, our online prices do not include in-flight meals. Please check with the airline.

Please note where flight extras (such as bags and meals) are added at or after the time of booking they cannot be removed, cancelled or refunded.

Please note, generally airlines have a policy that bookings are non-refundable.

We will purchase the flight seats on your behalf directly from the airline. In the case of some airlines, we will use the payment details you provide to purchase the flight seats on your behalf and you agree that we can use the payment details you provide to do so. Where this is the case, you will see two separate transactions on your card statement; one will be for the cost of your flights with the airline and the remainder will be your payment to PW including our service fees.

## **23. Hotels, Chalets & Apartment Residences**

### **Hotel, Chalets & Apartment Booking Procedure**

Unless otherwise requested at the time of booking, standard internationally accepted practice dictates that your accommodation will be booked from the day that you depart the UK for the required duration. The dates and times of your accommodation booking will be included on your accommodation invoice (please check this carefully). After registration, on arrival at your accommodation, you will be allocated a room. When travelling on flights departing the UK after midnight, your room will be reserved from the previous day. You must normally check-out of your room by 10am on the day before a night flight home or on the departure date for an evening flight. We will request a late check-out for the room, however this is not guaranteed. If we were not to book the hotel until the day that you land (for flights landing in the early hours of the morning), you would not be able to access your room for several hours after your arrival in the hotel. Your flight details are included in the booking details we pass to hotels so hotel staff should be aware of your flight timings. They will also be notified on your booking that you require a late check-out. Most hotels provide this late checkout facility. This will usually incur a small charge payable on the spot (it is impossible for us to prepay this charge) and should be requested at the start of your stay so as to avoid disappointment.

### **Non-Refundable Rooms, Chalets & Apartments**

If you book a non-refundable room you will not be able to cancel nor amend your booking and no refund will be available. Deposit payment options are not available on bookings which include non-refundable rooms. Full payment is required at the time of the booking.

## **SECTION B: MULTI-CONTRACT PACKAGE BOOKINGS**

**This section only applies to Multi-Contract Packages (please see clause 2 for further information) and should be read in conjunction with Section A of these Booking Conditions.**

## **24. Transferring Your Multi-Contract Package Booking**

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

- that person is introduced by you and satisfies all the conditions applicable to the Travel Arrangements making up the Multi-Contract Package;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an administration fee of £30 per person transferring as well as any additional fees set by the Supplier/Principal, charges or other costs arising from the transfer; and
- the transferee agrees to these Terms of Booking, the Supplier/Principal's Terms & Conditions and all other requirements applicable to the Travel Arrangements making up the Multi-Contract Package.
- You and the transferee remain jointly and severally liable for payment of all sums.

If you are unable to find a replacement, cancellation charges as set out will apply in accordance with clause 11. Otherwise, no refunds will be given for passengers not travelling or for unused services.

## **25. If You Cancel your Multi-Contract Package due to Unavoidable & Extraordinary Circumstances**

If you have booked a Multi-Contract Package, you have the right to cancel your confirmed Multi-Contract Package before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the Multi-Contract Package or significantly affecting transport to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.

Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics/epidemics or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

## **26. If the Supplier/Principal Changes or Cancels your Multi-Contract Package**

Where you have booked a Multi-Contract Package and the Supplier/Principal makes a significant change to or cancels the Travel Arrangements which form your Multi-Contract Package, the provisions of this clause 26 will apply.

Changes: If the Supplier/Principal makes an insignificant change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of

insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers or minor changes to services available at the hotel. Please note that carriers such as airlines may be subject to change.

Occasionally the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of “significant changes” include the following, when made before departure:

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

If the Supplier/Principal has to make a significant change or cancel your Travel Arrangements, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

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

You must notify us of your choice within 3 days of our offer. If we do not hear from you within 3 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative travel arrangements.

## **27. Our Responsibilities in Respect of Multi-Contract Packages**

1. Where you have booked a Multi-Contract Package where we are acting as a Package Organiser, although we still act as agent for the Supplier/Principals of your chosen Travel Arrangements and your contract will be with the Supplier/Principals, we will accept responsibility for the Travel Arrangements making up your Multi-Contract Package as an “organiser” under the Package Travel and Linked Travel Arrangements

Regulations 2018 as set out below. As such, we are responsible for the proper provision of all the Travel Arrangements included in your Multi-Contract Package, as set out on your confirmation invoice. Subject to these Booking Conditions, if we or the Supplier/Principals negligently perform or arrange those Travel Arrangements and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Multi-Contract Package you may be entitled to an appropriate price reduction or compensation or both. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or the Supplier/Principal's negligence affected the overall enjoyment of your Multi-Contract Package. Please note that it is your responsibility to show that we or the Supplier/Principals have been negligent if you wish to make a claim against us.

2. We will not be responsible or pay you refund or compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - a) the act(s) and/or omission(s) of the person(s) affected; or
  - b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services forming part of your Multi-Contract Package and which were unavoidable and extraordinary; or
  - c) Force Majeure (as defined in clause 15).
3. **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - a) **loss of and/or damage to any luggage or personal possessions and money** The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - b) **Claims not falling under (a) above and which don't involve injury, illness or death** The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel**
    - i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel Travel Arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your Multi-Contract Package booking with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this Multi-Contract Package booking.
    - ii. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you arising out of your

Multi-Contract Package booking, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

- iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
4. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our Supplier/Principal(s) strictly in accordance with the complaints procedure set out in these conditions.
5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur; or (b) relate to any business.
7. We will not accept responsibility for services or facilities which were not included on your booking confirmation or where they are not advertised in our brochure / on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
8. Where it is impossible for you to return to your departure point as per the agreed return date of your Multi-Contract Package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Multi-Contract Package. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **28. Insolvency Protection for Multi-Contract Package Payments**

We provide financial protection Multi-Contract Packages which include flights, by way of our Air Travel Organiser’s Licence number 6860, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy a flight inclusive Multi-Contract Package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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.

If you book Travel Arrangements that don't form part of a Multi-Contract Package your monies may not be financially protected. Please ask us for further details.

## **29. Prompt Assistance for Multi-Contract Packages**

If you have booked a Multi-Contract Package and whilst you are on holiday, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative Travel Arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative Travel Arrangements or other such assistance you require. Any Supplier/Principal, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own Travel Arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.