



PACKAGE

BOOKING TERMS & CONDITIONS

Introduction

These Booking Terms & Conditions, together with any other information brought to your attention including our Important Travel Information document when you booked your package, forms the basis of your contract with Travel Counsellors Ltd (a company incorporated in England and Wales, with registered number 2133414 and registered office at Venus Building, No 1 Old Park Lane, Trafford City, Manchester M41 7HA), hereafter, in these Booking Terms & Conditions, called "Travel Counsellors", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by Travel Counsellors subject to these Booking Terms & Conditions. In these Booking Terms & Conditions references to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking, however in some countries such as the USA, the lead-named person must be at least 21 at the time of booking) and all persons on whose behalf a booking is made. All passenger names on the travel documentation must be the same as per their passport details. Please note your booking is also subject to the Conditions of Carriage outlined by your chosen suppliers.

1. Financial Protection

When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6751. In the unlikely event of our insolvency, the Civil Aviation Authority (CAA) will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.caa.co.uk. ATOL protection does not apply to all services sold by Travel Counsellors; please ask us to confirm what protection applies to additional ancillary services you have requested over and above your package booking.

2. Pricing and Accuracy

We endeavour to ensure that all the information and prices that we give to you are accurate, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances.

The price quoted to you at the time of booking and the price subsequently confirmed in writing on your confirmation invoice is based on negotiated contract rates with our suppliers.

We have no control or jurisdiction over prices charged locally for the same or similar service whether it be for the accommodation, transfer or other service and we will accept no responsibility or liability for differing prices.

We do not accept responsibility for tourist taxes, resort fees or similar payable in resort. These additional costs are not included in your package price and must be paid for by you and are subject to change at any time.

We reserve the right to impose surcharges to cover increases in or caused by, but not limited to, the following: government action, currency exchange rates, transportation costs or local taxes. In all cases we will absorb an amount equivalent to up to 2% of the invoice price (excluding insurance premiums and amendment charges). Only amounts in excess of 2% will be passed to you and should this figure exceed 10% of the invoice price (excluding insurance premiums and amendment charges) you will be entitled to cancel the booking and receive a full refund of all monies paid (excluding insurance premiums and amendment charges). If you choose to cancel in these circumstances, you must do so within 14 days of the issue date on the surcharge invoice. We will not impose any surcharge within 14 days of departure.

3. Booking and Payment

A deposit or possibly full payment is required at the time of booking. The deposit amount will vary according to the flights booked as full payment will be required for certain air fares and attraction tickets. The required deposit for your chosen package will be confirmed to you at the time of booking. You must pay the balance at least twelve weeks before your departure.

If you book your package within twelve weeks of departure, you must pay the full cost at the time of the booking.

If you fail to pay any remaining amount owed by the balance date due, we are entitled to cancel your booking and the cancellation charges set out in clause 11 below will apply. Please be aware that airline tickets paid in full cannot be refunded.

4. Your Contract with Us

After we have received your deposit or full payment and issued a confirmation invoice, a binding contract between you and us comes into existence effective from the date printed on the invoice. We reserve the right to make changes to the details given to you at any point before the confirmation invoice is issued. Any such changes will be communicated to you before the contract is concluded.

Your contract includes all services listed on your itinerary. Your Package does not include any excursions sold by any other representatives other than Travel Counsellors. For these excursions your contract is with the Principal providing the excursion.

5. Our Responsibility to You

(a) Subject to Clauses 5 (b) and (c) below, we accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described by us. If after departure, any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your travel arrangements. The level of such compensation will take into account all relevant factors including the invoice price for the travel arrangements, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or (b)

(c) improper performance would have affected your enjoyment of the package. The maximum amount we will have to pay you is twice 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 and/or members of your party have not received any benefit at all from your booking. This will exclude flights, insurance premiums and all amendment charges.

(d) Please note that we will not be liable for any injury, illness, or death or consequent loss suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition to our consideration of payment of compensation that you notify us of any claim or complaint strictly in accordance with clause 17 Complaints and, further assign to us any rights that you may have against any third party in connection with your claim or complaint. You must co-operate fully with us and our insurers in this regard. If you suffer a personal injury, death or serious difficulties as a result of an activity which does not form part of the package you booked with us – including (but not restricted to) additional services or facilities provided to you by a hotel, representative or any other supplier which was not included as part of the original contract between us – we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances, provided we are advised of the incident immediately or as soon as reasonably possible but no later than 28 days of the occurrence.

(e) And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- (i) The fault of the person(s) affected or any members(s) of their party or
- (ii) The fault of a third party not connected with the provision of your travel arrangements which we could not have predicted or avoided even after taking all reasonable care or
- (iii) An event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care or
- (iv) The fault of anyone who was not carrying out work for us (generally or in particular) at the time or
- (v) Force majeure or
- (vi) Where you do not enjoy the trip or suffered other problems because of a reason which you did not make us aware of whilst the travel arrangements were booked.

6. Important Notice in Respect of Limits on Liability

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 (with respect to international air travel); The Athens Convention (with respect to sea travel); The Paris Convention (with respect to hotel arrangements) and The Berne/Cotif Convention (with respect to rail travel). You can ask for copies of these Conventions from our offices or they are readily available to you online. 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 contract 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 contract.

- (i) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider, cruise line or hotelier for the complaint or claim in question.
- (ii) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (iii) 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.

(iv) Please note, we cannot accept any liability for (a) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(v) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book during your trip, or any additional service or facility which your hotel or any other supplier agrees to provide for you.

(vi) The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. This shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

(vii) In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that Travel Counsellors or its suppliers may have for any such losses will be limited to £50.00 per passenger. Travel Counsellors or its suppliers will not be liable for lost valuables including jewellery and/or monies under any circumstances. Passengers must ensure that their personal possessions and valuables are with them at all times and in the case of loss are fully covered by appropriate insurance cover.

7. Changes and/or Cancellation by Us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your booking many months ahead, we or our suppliers may have to make alterations both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time.

Tour, excursion, cruise or safari itineraries may change as a result of local conditions, weather, local holidays etc., which may cause some of the amenities we have described to be unavailable or different from those advised. Whilst every effort is made to operate the itinerary as described, on occasion it may be necessary to make changes to the accommodation, routing or order of an itinerary which, unless the change significantly alters the trip, compensation will not be payable.

Occasionally we have to make a "significant change" such as:

- (a) A change to your departure from the UK by more than 12 hours
- (b) A change of resort area
- (c) A change to your accommodation to that of a lower category (a change of accommodation to the same or a superior standard is not a "significant change").

All other changes are treated as "minor" in which case we shall have absolute discretion as to whether you are notified and we will not be liable to pay compensation.

If a "significant change" or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before departure. If we have to make a "significant change" or cancel your booking, and provided that there is time to do so before departure, we will offer you three options:

- (a) accepting the alternative booking arrangements as offered to you; or
- (b) transferring to an alternative booking (please note that the price may differ from your original booking); or
- (c) cancelling your booking (together with a refund of any booking fee paid).

Following an offer of alternative arrangements, you must notify us of your acceptance as soon as reasonably possible. If you fail to do so we will assume that you have chosen to accept the alternative arrangements. The above options are not available where the changes or cancellation by us arises out of alterations to the confirmed booking requested by you.

In addition, if we make a "significant change" or cancel your booking within 8 weeks before the date of departure we will pay you compensation in accordance with the scale and provisions set out below subject to the following exception: no compensation can be paid and no liability, beyond offering you the above options (where applicable), can be accepted where we are forced to make a change or cancellation as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances may include, but are not limited to, those listed under "Force Majeure" in clause 8 below.

Period before departure within which a significant change is notified to you	Compensation per person per booking (excluding infants)
More than eight weeks	Nil
Between eight and two weeks	£30 *
Less than two weeks	£50 *

* Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price (in whole or in part) will be deducted from any compensation payable.

The above sets out the maximum extent of our liability under this clause and we regret we cannot meet any expenses or losses you may incur as a result of inconvenience suffered.

8. Force Majeure

Except where otherwise expressly stated in these booking terms and conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosoever any or the same may arise or be caused, requisitioning of the vessel, inability to secure or failure or supplies including fuel, and all similar events outside our or the supplier(s) concerned control. Advice from the United Kingdom Foreign & Commonwealth Office to avoid travel to or to leave a particular country may constitute Force Majeure. We will follow the advice given by the United Kingdom Foreign & Commonwealth Office.

9. Travel Insurance

It is a condition of your contract with us that you and all members of your party have insurance cover for the duration of your trip and it is advisable that insurance is purchased at the time of booking to protect you against the possible loss of monies due to unforeseen cancellation. All policies should include full medical cover specific to the individual needs of each member of your party and the type of activities you and your party will be undertaking as part of your trip.

We would be pleased to offer you an insurance policy but if you choose to arrange your own insurance, please ensure that it provides adequate and suitable cover. We do not check individual insurance policies however we reserve the right to request written details (insurer's name, policy number and emergency contact number) of your policy.

You will be responsible for indemnifying us in full against any losses, damages, expenses, costs and all liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expense suffered or incurred by us arising out of:

- your (you and all members of your party) failure to take out appropriate insurance
- your (you and all members of your party) insurance cover being deemed to be invalid and or inadequate
- any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the above which is attributable to the acts or omissions of you and your party.

10. Changes by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing or by email as soon as possible. This should be done by the person who made the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change as this will be dependent on the availability and fare rules of each of the components booked. Please note that if you have paid in full for your flight or other components, it is extremely unlikely that amendments will be possible without cancelling each reservation at full cost to you and rebooking and paying again for new reservations.

Where we can meet a request to amend, a non-refundable amendment/transfer fee of £50 per change per person will be charged by us over and above any charges or increases levied by the airline or any other supplier used to fulfil your reservation. All changes will be subject to the current pricing of the airline or other suppliers and will be invoiced accordingly.

If you wish to make a name change please note that it may not be possible on fully paid, non-refundable components such as air tickets. Such changes are usually treated as cancellation and a new booking (subject to availability) will have to be made. Be aware that any new reservation will be subject to any increases in fare and tax.

Every airline and supplier has their own cancellation terms, therefore it is impossible to give specific advice in these terms and conditions.

For changes to accommodation reservations and ancillary bookings, we will liaise with the suppliers involved on your behalf. Where changes are permitted, you will be charged an amendment fee of £50 per change per person plus any applicable cost increases. If the change is made within ten weeks of departure, you may have to pay the cancellation charges set out in

Clause 11 Cancellation by You. Please be aware that some ancillary sales where payment has been made in full may not be refundable, therefore a new

purchase may be necessary.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and cancellation fees will be payable as set out in Section 11 Cancellation by You.

Your Travel Counsellor will be able to advise you of the options available to you.

11. Cancellation by You

If you or any other member of your party decides to cancel your confirmed booking the person who made the booking must notify us in writing (we recommend Special Delivery to ensure that you cancellation notice reaches us in good time) or by email as soon as possible. Your notice of cancellation will only take effect on the day it is received and cancellation charges will be applied from this date. In addition to the charges shown below, you should note that airlines may impose up to 100% cancellation charge subject to the fare rules of the ticket purchased. Some ancillary sales where payment has been made in full may also incur 100% cancellation charge. Please note that insurance premiums and amendment charges are not refundable in the event of cancellation. We recommend that you take out appropriate travel insurance to cover such charges as you may be able to claim back the cancellation fees if the reason for cancellation is covered by your insurance policy.

Period before departure that notice of cancellation is received	Cancellation charge
Prior to ten weeks before departure	Loss of deposit plus any non-refundable fully paid airline or ancillary reservations 40% of total invoice plus any non-refundable
Ten to eight weeks before departure	fully paid airline or ancillary reservations
Eight to six weeks before departure	50% of total invoice plus any non-refundable fully paid airline or ancillary reservations
Six to four weeks before departure	60% of total invoice plus any non-refundable fully paid airline or ancillary reservations
Four to two weeks before departure	80% of total invoice plus any non-refundable fully paid airline or ancillary reservations
Within two weeks	100% of total invoice cost

12. Curtailment

If you cut short your travel arrangements and return home early incircumstances where you have no reasonable cause for complaint, we are unable to offer you a refund for the portion of the arrangements not used, or assist with any associated costs you may incur. Should you experience difficulties whilst on your trip, it is your responsibility to act to mitigate any possible loss, Travel Counsellors Limited should be notified of any problems and given the opportunity to resolve any issues on your behalf and before any decision is made to curtail. Depending on the circumstances, your travel insurance may cover for curtailment i.e. illness and we suggest that any claims be made directly with your insurer.

13. Special Requests

Special requests such as (but not limited to) high floor, adjacent rooms, specific room number, late check-out etc. must be advised to us at the time of booking but cannot be guaranteed. Whilst every effort will be made by us to accommodate your requests, we cannot guarantee that they will be fulfilled. Failure to meet a special request will not be a breach of contract on our part. We regret that we cannot accept any conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a special request). For specific requirements, please refer to clause 14.

14. Medical Conditions and Specific Requirements

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 condition or disability which may necessitate additional assistance or service from our suppliers, please provide us with full details as soon as possible before you confirm your booking so that we can discuss the suitability of your chosen arrangements. You must also promptly advise us if any medical condition or disability which may affect your trip or flight develops after your booking has been confirmed, in case the arrangements made are no longer suitable. You may be required to obtain permission from your Doctor to travel or, as a condition of your travel insurance, disclose any existing medical conditions to your insurer. Travel Counsellors will not be held responsible for the unsuitability of any service if full details of requirements are not given at the time of booking or if the medical condition or disability changes after booking. Please refer to important Travel Information - Customers with Reduced Mobility or Disability.

15. Behaviour and Conduct

All guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any Hotel Manager or 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 of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave the supplied services immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel or other supplier prior to your departure. If

you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

Travel Counsellors have no control over the behaviour of other guests. Should you have any concerns or are troubled by persons sharing the same service you should immediately contact the relevant management of the service. Should this not be resolved to your satisfaction, please contact Travel Counsellors.

16. Building and Resort Development

From time to time general refurbishment within hotels is necessary to maintain standards. When we have been told about proposed works, we will notify you as soon as possible of any building/refurbishment works which may reasonably be considered to seriously impair the enjoyment of your stay. Please note that public services and facilities may also be affected by maintenance, bad weather and so on, all of which are beyond our control. We recommend you contact the local tourist information office at your destination for the latest resort development details.

17. Complaints

If a problem occurs whilst you are abroad, you must inform the relevant

supplier (e.g. car rental company, transfer, airline or hotel) immediately. Should the matter not be resolved to your satisfaction, you may have local representative details on your travel documentation. Please contact them immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, you must also contact Travel Counsellors immediately by telephoning our offices on the number on your travel documentation or your Travel Counsellor, so that we have the opportunity to help. In the event that the issue cannot be resolved at the time, you must write to us within 28 days of return from your trip quoting the original booking reference and giving all relevant information to; Customer Relations Department, Travel Counsellors Ltd, Venus Building, No 1 Old Park Lane, Trafford City, Manchester M41 7HA

email us at customerrelations@travelcounsellors.com. PLEASE NOTE:

- Failure to take the above steps will hinder our ability to resolve the problem and/or investigate it fully and your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers in accordance with this clause or are not directly related to the services we have reserved for you.

18. Flights

Please note that a flight described as "direct" (i.e. no change of aircraft) will not necessarily be non-stop. All flight timings are provided by the airlines concerned and are guidelines only and subject to change due to air traffic control restrictions, weather conditions, operational and maintenance requirements. We cannot be held liable if there is any change to a departure or arrival time previously given to you or shown on your ticket. When you receive your tickets and travel documents you should check them carefully as flight timings may have changed since you made your booking. You should also check for any errors as the information on the ticket is deemed correct unless we are advised by you of any errors within 72 hours of receipt. You are required to reconfirm your flights, with the airline, 72 hours prior to departure to ensure that no changes have been made to your flight. You must check-in on time as we are unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned. Most airlines now advise three to two hours before the stated departure time, dependent on your destination. We will not be liable for any costs you have to pay if you fail to check in on time. If you lose your ticket, dependent on the airline and any ticketing restrictions or fare regulations, you may be required to purchase a new ticket and we cannot guarantee or be responsible for the airline authorising a refund as this is entirely at the airline's discretion. Your travel insurance may offer you cover for such an event. Please note where a sector of a flight itinerary is not utilised without first contacting the airline directly, this will be classed as a no-show and any remaining sectors may be subject to cancellation without any notice to you.

19. EU Law – Air Safety

EU Law requires that we notify you of the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU.

20. EU Law – Denied Boarding Regulation 261/2004

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, downgrade, cancellation or a delay to your flight. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. You must pursue the airline for the compensation due to you as the full amount of your entitlement to any compensation or other payment is covered by the airline's obligations under these regulations. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. You must contact Travel Counsellors before reacting to cancel a flight or associated arrangements.

21. Passports, visas 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. 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 UK Passport Office on 0300 222 0000 or visit www.gov.uk/browse/abroad/passports. Special conditions apply for travel to the USA and all passengers must have individual machine readable biometric passports. For further details, please check <http://london.usembassy.gov>. For European holidays you should obtain a European Health Insurance Card (EHIC) prior to your departure. If you are a UK resident, you are entitled to reduced cost or sometimes free emergency medical treatment from state health care providers in the EEA (European Economic Area) countries and Switzerland. For further details, please check www.ehic.org.uk/. Up to date travel advice can be obtained from the Foreign and Commonwealth Office website at www.gov.uk/browse/abroad/travel-abroad. 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.

22. Excursions and Activities

All pre-booked excursions/activities through Travel Counsellors are provided by third party suppliers who have their own booking conditions and as such your contract will be with the excursion/activity provider. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Prior to buying the excursion/activity, you should satisfy yourself that you are covered by your travel insurance. Excursions and activities which you choose to book and partake in whilst you are on your trip are not part of your package with Travel Counsellors. Travel Counsellors are not responsible or liable for any excursion/activity booked and/or paid for in resort. Excursions booked in resort do not form part of your Package and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992.

23. Vehicle Hire

It is the named driver's responsibility to ensure that they are eligible to drive a vehicle in your chosen destination and provide a credit card to complete the rental on collection. It is your responsibility to ensure that you have the correct driving licence requirements and adhere to the conditions of the rental agreement along with the driving laws of the destination. Minimum age restrictions vary from country to country as do young driver surcharges, local fees, one-way rentals, airport taxes and state taxes and other additional surcharges. Please note that the above items are not an exhaustive list and the supplier terms and conditions can be provided at the time of booking.

24. Travel Documents

Providing we have received full payment for your trip, we will send you your travel documentation approximately four weeks before your departure. Your flight ticket is usually in the form of an e-ticket. Please ensure that you check all of the details and immediately notify us of any inaccuracies or any other queries you have on receipt of the documentation.

25. Data Protection

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen travel arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will inform you. We must pass on your personal details to the companies and organisations who need to know them so that your travel arrangements can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to

the relevant suppliers, we cannot provide your travel arrangements.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing or by email. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee (as determined by the Data Protection Commissioner) to respond to such a request. In limited circumstances we are entitled to refuse your request.

We may use your details in order to notify you of other offers and promotions which might be of interest to you. Please inform us at the time of booking if you do not wish us to do so. Where any future offers are sent to you by email, we will always give you the opportunity to opt out and be removed from our mailing list.

Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

26. Recorded Calls

Please note that calls pertaining to your booking enquiry may be recorded for training and security purposes.

27 Law and Jurisdiction

These Booking Terms & Conditions and any contract to which they apply are governed in all respects by English Law. Any dispute, claim or other matter which arises out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales.

28 Booking Terms and Conditions Amendments

We reserve the right to amend, add or withdraw any of our booking terms & conditions at any time and without notice.

28 ATOL

"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 this 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."

29. Out of Date Range Flights

Some of our holidays are prepared well in advance of travel and scheduled airlines may not have loaded their seats to sell until approximately 10 months before the departure. This holiday price has therefore been calculated in anticipation that seats will be available in the specific airline booking class to which our special negotiated airfares apply.

Once confirmed we will issue an invoice recording the arrangements reserved for you and will take a deposit. A contract between us will then come into existence on the basis that the price payable will be that applicable when the airline releases the seats and the timings and other flight details will be those confirmed at that time which may be different to those advised at the time of booking. When the airline seats become available to book, should the price increase or the flight details change we will inform you of this change and give you 7 days to tell us whether you wish to continue with the booking on the basis of the confirmed price and other details or cancel and receive a full refund. If you wish to continue with the booking, we will issue a revised invoice. In the event that flight seats do not become available, you will receive a full refund of your deposit. We will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights.

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