

TRAVEL COUNSELLORS

Booking Terms

We are Travel Counsellors Limited, a company registered in England and Wales under company number 2133414 whose registered office address is at Venus Building, No 1 Old Park Lane, Trafford City, Manchester M41 7HA. These are the terms on which we will arrange a booking for your flight, accommodation, transfer, excursion, ticket or other holiday requirements (the '**Arrangements**'). Please read them carefully as they set out our respective rights and obligations. References to "**you**" and "**your**" in these terms means all persons on the booking (including anyone added or substituted at a later date). "**we**", "**us**" and "**our**" means Travel Counsellors Limited.

Because you can book different combinations of travel arrangements with us, in these terms we use different terms to describe them. Where you book a combination of flights (or other transport arrangements), accommodation or car hire and any other tourist service(s) accounting for a significant proportion of the holiday, for the purpose of the same trip or holiday, this will create a '**Package**' as defined in the Package Travel and Linked Travel Arrangements Regulations 2018. We organise our own packages and, in these terms, they are called '**Travel Counsellors Packages**' (A full definition of this term can be found in the Special Notice at the end of these terms). We also sell packages organised by other travel companies and in these terms, they are called '**Third-Party Packages**'. Where you book a single separate individual component from us (e.g. accommodation only or flight only), you have booked a '**Single Component**'.

When making your booking for a Single Component or a Third-Party Package, we will arrange for you to enter into contracts with the airline, hotel, excursion or car hire companies providing the service(s) detailed on your confirmation (in these terms we call them the '**Supplier/Principal**'). We act as agent for those supplier/principals; their terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. Please ask us for copies of these if you do not have them.

1. **Booking and Confirmation**

- 1.1 By making a booking, the first named person on the bookings agrees on behalf of all persons detailed on the booking that he/she:
 - a) has read these booking terms and agrees 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 and dietary requirements); and
 - c) is over 18 years of age at the time of booking 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; and
 - d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- 1.2 A booking is made when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us a deposit (or full payment if you are booking within 90 days of departure); and c) we issue you with a booking confirmation. In respect of a Single Component or Third-Party Package, please note that the booking and your contract will be with the supplier/principal in question and in that case, they will issue a booking confirmation. Your booking contract will be made up of these booking terms, our privacy policy and any other written information we brought to your attention before we confirmed your booking. Until your booking has been confirmed by us or the supplier/principal in question, no contract has been formed. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.
- 1.3 Please check immediately that all names, dates, timings and other details on any documents we send to you are correct and that the names stated are the same as in the relevant passport. If you

believe that any details on any document are wrong, you must advise us immediately as changes may not be possible later and may incur charges. It may harm your rights if we are not notified of any inaccuracies in any document as soon as possible. Any changes to these details that are not as a result of an error on our part may incur an additional charge.

2. Payment

- 2.1 The balance of the cost of your arrangements (including any applicable surcharge) is due prior to scheduled departure, unless you are otherwise notified in writing. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 will become payable. Where you have booked a Single Component or a Third-Party Package, we will notify the supplier/principal that payment has not been received and they may cancel your booking and charge the cancellation fees set out in their booking conditions.
- 2.1 Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of, the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that 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.
- 2.3 Except where otherwise advised or stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Single Components or a Third-Party Package arrangement will be held by us on behalf of the supplier/principal concerned until such time as we make payment to the supplier/principal in accordance with our agreement with them.

3. Special Requests

- 3.1 If you have any special requests (for example dietary requirements or room location), please let us know at the time of booking. We will pass on all such requests to the relevant supplier, but we do not guarantee that they will be met, and we will have no liability to you if they are not. 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).

4. Insurance

- 4.1 Adequate travel insurance is a condition of your contract with either us or the supplier/principal in question, as applicable. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you were to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. Accommodation Ratings and Standards

- 5.1 Accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation/arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

6. Disabled Clients

- 6.1 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 booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details. You must also promptly advise us if any medical condition or disability which may affect your trip, cruise or flight, develops after your booking has been confirmed, in case the arrangements made are no longer suitable.

7. Pricing and Service Charges

7.1 Pricing:

We reserve the right to amend the price of unsold arrangements any time and correct errors in the prices of confirmed arrangements. We also reserve the right to increase the price of confirmed Travel Counsellors Packages solely to allow for increases which are a direct consequence of 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 applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
 - (iii) the exchange rates relevant to the package.
- Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

- 7.2 You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed Travel Counsellors Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another Travel Counsellors Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

- 7.3 Should the price of your Travel Counsellors Package go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. There will be no change made to the price of your confirmed Travel Counsellors Package within 20 days of your departure nor will refunds be paid during this period.

8. Amendment, Cancellation and Transfer of bookings by you

8.1 If you wish to amend, cancel or transfer the whole or any part of your booking after a confirmation has been issued, you must inform us in writing, by email as soon as possible. This should be done by the first named person on the booking and must. Cancellation notices will take effect at the time we receive them.

8.2 Amendment:

Whilst we will do our best to assist, we cannot guarantee that we or any supplier/principal will be able to meet any requested change. Where we or any supplier/principal can meet a request, all changes will be subject to any applicable terms and conditions of a supplier/principal and the payment of an administration fee of £50 per person per change, as well as any further cost we incur in making the change such as increases levied by the airline, cruise line or any other supplier used to fulfil your reservation. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. 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. A cancellation fee may be payable in accordance with the charges set out in 8.2 'Cancellation' below. Please ensure that you have received written confirmation of any changes to your booking prior to travel.

8.3 Cancellation:

In the event that you wish to cancel a Single Component or a Third-Party Package, you will have to pay the cancellation charges imposed by the supplier/principal and detailed in their terms and conditions. In the event of a cancellation of a Travel Counsellors Package, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us:

	Cancellation Charge
Prior to 70 days before departure	Loss of deposit plus any non-refundable fully paid airline or ancillary reservations
57 - 69 days before departure	40% of total invoice plus any non-refundable fully paid airline or ancillary reservations
43- 56 days before departure	50% of total invoice plus any non-refundable fully paid airline or ancillary reservations
29 – 42 days before departure	60% of total invoice plus any non-refundable fully paid airline or ancillary reservations
15 - 28 days before departure	80% of total invoice plus any non-refundable fully paid airline or ancillary reservations
Within 14 days	100% of total invoice cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

IMPORTANT NOTE: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. If the reason for your cancellation is covered

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

8.4 Cancellation of a Travel Counsellors Package by you due to unavoidable and extraordinary circumstances:

You have the right to cancel your confirmed Travel Counsellors 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 holiday or significantly affecting the transport arrangements 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 additional 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 or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

8.5 Transfer of a Travel Counsellors Package booking:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the arrangements;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking terms and all other terms of the contract between us.

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 in *Clause 8.3* will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

IMPORTANT NOTE: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

9. Amendment or Cancellation by us or the supplier/principal

As we and supplier/principals plan your holiday arrangements many months in advance, we and they may occasionally have to make changes to or cancel your booking.

9.1 Amendment by a supplier/principal to a Third-Party Package or Single Component:

We will inform you of any changes or cancellations made by a supplier/principal as soon as reasonably possible. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

9.2 Amendment by us to a Travel Counsellors Package:

We reserve the right to make changes to Travel Counsellors Packages at any time. If we make an insignificant change, 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. Please note that carriers may be subject to change.

Occasionally we may have to make a significant change to your confirmed Travel Counsellors Package arrangements. Examples of "significant changes" include the following, when made before departure:

- a) A change of accommodation area for the whole, or a significant part of your time away.
- b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c) A significant change to your itinerary, missing out one or more destinations entirely.
- d) A change of UK departure airport, except for airports within 150 miles (as the crow flies)

9.3 Cancellation by us of a Travel Counsellors Package:

We shall endeavour not to cancel your Travel Counsellors Package 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change to, or cancel, your Travel Counsellors Package, 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:

- a) (for significant changes) accepting the changed arrangements; or
- b) having a refund of all monies paid; or
- c) accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- d) if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 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 booking arrangements.

9.4 Your insurance in the event of a change or cancellation we make:

If we cancel or make a significant change to a Travel Counsellors Package and you accept a refund, we will provide a full refund of your travel insurance premiums; if you paid them to us and can show that you are unable to transfer or reuse your policy; and provided such premium was purchased as a single trip policy, specifically for the cancelled package.

9.5 Compensation in the event of a change or cancellation we make:

In addition to a full refund of all monies paid by you, where you have booked a Travel Counsellors Package we will pay you compensation as detailed below, in the following circumstances:

- a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We therefore strongly suggest that you seek independent legal advice prior to accepting any full and final settlement agreement offered by us.

Period before departure in which we notify you of a significant change:

	Compensation per person (excluding infants)
More than 48 days	NIL
Between 15 – 47 days	£30
Less than 14 days	£50

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 60 days before departure;
- where we make a significant change and you accept those changed arrangements, or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 11).

If we become unable to provide a significant proportion of the Travel Counsellors Package arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

For information, where the change or cancellation by us arises out of alterations to the confirmed booking requested by you, we will not pay compensation.

10. Our Responsibilities to you

Our responsibilities to you differ according to what you have booked:

10.1 In respect of Travel Counsellors Package arrangements:

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking terms, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, you may be entitled to an appropriate price reduction or compensation or both. You must inform us

without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or 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 terms and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) the acts and/or omissions of the person affected; or
- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- c) Force Majeure (as defined in clause 11).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause 10.1 including:

- (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 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 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.
 - 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 under our contract with you, 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 10.1 that you notify any claim to us and our supplier(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 us 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 (excluding any claim in relation to baggage): (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 if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book 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 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 three-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 holiday. 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.

10.2 In relation to Single Components and third-party packages:

Your contract is with the supplier/principal and its terms and 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 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 have earned 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 because of our negligence or that of any of our employees whilst acting in the course of their employment.

11. **Force Majeure**

- 11.1 Except where otherwise expressly stated in these booking terms 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 Booking Conditions, 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 or natural disasters such as floods, earthquakes 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 and all similar events outside our or the supplier(s) concerned control.

- 11.2 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 compensation.

12. Prompt Assistance to those travelling on a Travel Counsellors Package

- 12.1 If, whilst you are on a Travel Counsellors Package, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. We may, for example, provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which 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, 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. Duty office telephone: 01616081052

13. Behaviour and Conduct

- 13.1 All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. 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 other customers 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 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 your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements 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 manager or other supplier prior to 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.

- 13.2 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.

14. Passports, Visas and Health

- 14.1 It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your trip. 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.

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.

- 14.2 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.

15. **Law and Jurisdiction**

- 15.1 These booking terms and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

16. **Complaints**

- 16.1 If you have a problem during your holiday, by please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If the supplier cannot resolve the problem to your satisfaction, you must also contact Travel Counsellors immediately by telephoning our duty office on: 01616081052 so that we have the opportunity to help. We make every effort to ensure that your holiday arrangements run smoothly but In the event that that the issue cannot be resolved at the time, you must write to us within 14 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, M417HA or by emailing to customerrelations@travelcounsellors.com.
- 16.2 If you're unhappy with how your complaint is being dealt with and wish to use an alternative dispute resolution service, you can access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.
- 16.3 Where we are acting as agent, we will forward your complaint to the relevant supplier/principal for resolution. We will liaise between you and the supplier/principal if needed but we will have no liability to you for any refunds or compensation.

17. **Data Protection and Privacy**

17.1 Please see our privacy policy for full information regarding the way in which we use and store your personal data.

18. Insolvency Protection

18.1 We provide financial security for ATOL protected flights and flight-inclusive Travel Counsellors Packages organised us by way of our Air Travel Organiser's Licence (ATOL) with the Civil Aviation Authority (CAA) of CAA House, 45-59 Kingsway, London WC2B 6TE under ATOL number 6751. When you buy an ATOL protected flight or flight-inclusive Travel Counsellors 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. 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.

18.2 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).

18.3 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.

18.4 We provide insolvency protection for Travel Counsellors Packages which don't include flights by way of the Travel Counsellors Trust Fund, which is independently administered by the Barclays Bank Trust Ltd and guarantees a 100% financial protection so that in the event that one of our approved suppliers fails, or if Travel Counsellors Ltd fails, and you have not received what you have paid for, you are guaranteed to get your money back.

18.5 Where we act as agent in relation to Third-Party Packages and Single Components, any supplier/principal may provide their own financial protection. Please ask us for further details.

19. Delays, Missed Transport Arrangements & other Travel Information

19.1 If you or any member of your party is subject to a delay, misses your flight or other transport arrangement, or your transport arrangement is cancelled, you must contact us immediately. You must also contact the airline for other transport supplier concerns immediately.

19.2 Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle

you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

- 19.3 We cannot accept liability for any delay which is due to any of the reasons set out in the Force Majeure clause of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).
- 19.4 The carrier(s), flight timings and types of aircraft detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.
- 19.5 Please note 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 n operating ban with the EU Community.

SPECIAL NOTICE

Notice pursuant to and Key Rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

Where you have booked a Travel Counsellors Package (as defined below), the combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. Travel Counsellors Ltd will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Travel Counsellors Ltd has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Travel Counsellors Ltd has taken out insolvency protection with the Civil Aviation Authority where you have booked a flight inclusive package or where you have booked a non-flight inclusive package. Travellers may contact these entities if services are denied because of Travel Counsellors Ltd.'s insolvency.

The Package Travel and Linked Travel Arrangements Regulations 2018

https://www.legislation.gov.uk/ukdsi/2018/9780111168479/pdfs/ukdsi_9780111168479_en.pdf

Definition of Travel Counsellors Package:

A "Travel Counsellors 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 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.

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 Travel Counsellors 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 with Travel Counsellors acting as agent for the supplier/principal and will not be afforded the benefit of the rights under The Package Travel and Linked Travel Arrangements Regulations 2018.