

# Terms and Conditions

We would like to be sure that you understand both our and your obligations when you book a holiday with us. The following terms and conditions form the basis of your contract with us – Cobra Holidays Limited, Cobra Travel Limited and Cobra Cruises Limited. All references in these Terms and Conditions to "holiday", "booking", "contract" or "arrangements" mean such holiday arrangements unless otherwise stated and "you" and "your" mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. All bookings are subject to these Booking Conditions. Please read our conditions carefully as by asking us to confirm your booking we are entitled to assume that you have read these terms and condition and agree to them.

## 1. Your holiday contract and deposit

The person making the booking ("party leader") must be 18 or over and must be authorised to make the booking on the basis of these Terms and Conditions by all persons named on the booking and will therefore be responsible for making all payments due to us. Our acceptance of your initial payment brings a contract into existence. This contract will be between you and the party leader shown on your Receipt and these booking conditions apply. You are deemed to have accepted these conditions unless you notify us otherwise in writing, by e-mail or recorded delivery post on the same day as initial payment. No other conditions will apply to your booking unless referred to in these booking conditions or confirmed by us in writing. A 45% non refundable deposit per person (or full payment if booking within twelve weeks of departure for all tours) will be taken at the time of booking. If you do not make the payments as mentioned above, your holiday will be cancelled. In such cases, you will be liable to pay us cancellation charges.

Subject to availability and receipt of all appropriate payments we will confirm your holiday by issuing a Confirmation Receipt which will be addressed to the party leader. Once you have paid the applicable deposit (or the full balance for late bookings) and we have issued a Confirmation Receipt a binding contract comes into existence immediately. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. If you do not receive a Confirmation Receipt within 7 days of booking your holiday please contact us immediately. If we are unable to confirm your booking we will immediately refund any payments you have made to us. Please check the Confirmation Receipt carefully as soon as you receive it and contact us immediately if any information appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not notify us about any mistake on your confirmation Receipt within 7 days of our sending it out or immediately for bookings made within 12 weeks of departure. We will do our best to rectify any mistake notified to us but you must meet any costs involved in doing so.

**Hotels:** Standards can vary between hotels of the same class, in different countries and even in the same country. For example, city hotels which often cater for business as well as leisure travellers may have generally higher standards than a beach resort where the atmosphere will tend to be more relaxed. Whilst most hotels have official star ratings locally, in some cases these cannot always be relied on. When booking your holiday please specify the type of room you require.

**Single Rooms:** If a single person occupies a double room, they will usually be asked to pay extra (a single supplement). Hotels generally price their rooms as doubles or family rooms and they do not reduce the rates if they are occupied by a single person. The costs to the hotel of providing the room remain the same, regardless of how many people occupy it.

**Twin Or Double Rooms:** Accommodation in all hotels, regardless of the rating, will be in standard rooms based on twins or doubles unless otherwise stated.

**Triple Rooms:** A third person sharing a room will have an extra bed (which may be of camp-bed style or a sofa bed) placed in a double/twin room. As conditions may be cramped, you may wish to consider booking two rooms.

**Optional or Additional extra's:** If there are services that you require from us in addition to one of our packages (such as an extension to your holiday, a connecting flight, or additional services) these will be put on request by our dedicated Sales Team and are subject to availability and confirmation of the price. Our team will advise you, take the relevant deposit and send you a confirmation Receipt with an ATOL Certificate. Once the additional service/optional extra is confirmed we will advise.

**Low cost airlines/chartered flights:** Where you ask us to book an inclusive package which includes a chartered/low cost airlines we may ask you to pay the full airfare and any associated charges at the point of booking, in addition to the normal deposit payable on the holiday.

Once your holiday is confirmed, we will arrange for your inclusive package holiday. These services will be provided either directly by ourselves or by our suppliers with whom we have made arrangements.

All holidays and offers advertised by Cobra Holidays Limited, Cobra Travel Limited and Cobra Cruises Limited are subject to availability and we reserve the right to change any of the particulars described in our advertising material at any time before a contract is made between us. If there is a change we will tell you before you enter into a binding contract.

## 2. Payment Terms

The balance of your holiday cost must be received by us no less than 12 weeks before departure for all holidays, tours and cruises. **Please note we do not send reminders.** If, for any reason, payment is not received in full by the due date, we are entitled to presume that you wish to cancel your booking and will retain the deposit paid and any other payments made at the time of booking. If we do not cancel straightaway because you promise to make payment and we allow you additional time to pay at our discretion but you still fail to do so, or if we exercise our right to cancel you must pay the cancellation charges shown in **clause 4** depending on the date we treat your booking as cancelled.

## 3. Our Price Promise

We guarantee that absolutely no surcharge will be added to the basic price of your holiday once your booking has been confirmed irrespective of any subsequent fluctuation any costs associated with the holiday. This price guarantee does not apply to any optional services including, but not limited to, insurance premiums, visa charges and Amendment Fees.

**Price changes :** The price of our unsold holidays may change depending on various factors. The prices shown in our brochures and on our website are believed correct at the time of publication however we reserve the right to change prices from time to time. Accordingly, it is possible that when you book your holiday the price may have gone up or down. If the price of your holiday has changed, the correct price will be quoted and confirmed at the time of booking. We reserve the right to correct errors in our advertisement, brochure or on our websites at any time prior to the price being confirmed at the time of booking. Whilst we make every effort to ensure the accuracy of the advertisement, brochure and website prices at the time of printing regrettably errors do

occur. You must therefore ensure you check all the details of your chosen holiday with us at the time of booking. On very rare occasions, we may unfortunately make a genuine mistake in the price we quote and subsequently confirm to you for your holiday. When this comes to light at any time prior to your holiday we are not obliged to honour the original price if a mistake has been made when pricing your holiday. We will ask you to meet any additional costs if you wish to go ahead with the holiday. However, should you not wish to meet these additional charges, you may cancel your holiday with a full refund.

## 4. Changing or Cancelling your Holiday

It is possible to change your holiday before it has been confirmed free of charge. It may be possible to change your holiday after it has been confirmed and more than 8 weeks before departure subject to availability and subject to an £50 amendment fee. If you wish to change the departure date or to change to a different holiday it will be treated as a cancellation by you of your original holiday and cancellation charges will apply. If the change you wish to make to your holiday incurs costs or charges from our suppliers including a change of name then you will have to pay for these to change your booking plus an amendment fee. Changes to airline flights, name changes, accommodation arrangements or cruise bookings normally incur either an additional fee or the need to make an entirely new book which will have to be paid for again. Please note that a change that you request is only possible where our supplier confirms availability and the possibility to make the change. Any cancellations by a member of your party might result in supplements or additional charges for example under occupancy of a room. This may result in the holiday price increasing for the remaining members of the party which will be passed onto you. This is not a cancellation charge hence may not be recoverable under your insurance policy.

Should you wish to cancel your booking less than 8 weeks before departure this will be regarded as a cancellation and will incur cancellation charges. You must notify us in writing as soon as possible. Notification must be sent in writing, electronically by email or recorded delivery if posted. Notification of cancellation will only be effective on the date it is received at our offices.

As we and/or the party leader begin to incur costs from the date your booking is confirmed, cancellation charges will be applied to cover these costs which will be calculated as a percentage of the total cost excluding insurance premiums and amendment charges which are non refundable in the event of your cancellation. Cancellation charges are based on your final balance due date which usually coincides with the airline ticketing deadline. Once your flight reservation has been ticketed, name changes and refunds are not permitted unless specifically agreed by us either electronically or by post. Partial cancellation of a booking may result in the recalculation of the cost of the remaining arrangements. Please note that we cannot make any refunds for unused flight, car hire or hotel vouchers etc .

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## Cancellation Charges for all Holidays

Period before scheduled departure date where notice of cancellation is received by us	If you cancel your holiday, cancellation charge shown as a % of holiday price
More than 56 days before departure	Loss of Deposit only
56 - 29 days	50% of holiday price
28 - 15 days	75% of holiday price
14 - 6 days	90% of holiday price
Day of Departure – 5 days	100% of holiday price

## 5. If we change or cancel your holiday

The planning of the holidays we advertise start months in advance and occasionally we have to make changes and to correct errors both before and after booking have been confirmed. In certain circumstances we may have to cancel confirmed booking and we reserve the right to do so at any time. Most changes we make are minor but occasionally we have to make a significant change. Below are examples of significant changes made before you go on holiday.

- ◆ A change in the time you are due to leave the UK or the time you are due to come back to the UK after your holiday of more than 12 hours.
- ◆ A change of UK airport from the one you were due to fly to or from, except where the change is between London airports (Heathrow, Gatwick, Stansted, London City or Luton) or where the new airport is within 50 miles of the original airport.
- ◆ A change of the hotels you were due to stay in, if the proposed accommodation is in a different city and more than 15 miles from the original accommodation.
- ◆ A change of your accommodation so that you have to stay somewhere of a lower standard than the accommodation you originally booked for a significant part of your holiday.
- ◆ A change of cabin accommodation to a significantly lesser grade.
- ◆ Where you are taking a tour, a significant change to the itinerary where the itinerary has to be changed by more than 50%.

All changes which are not significant are treated as minor changes and therefore there is no right to cancel or to claim compensation. A change of air or sea port as a significant change where coach transfers between a UK town and the relevant air/sea port are included in the holiday is not classified as a significant change. A change of flight from direct to indirect is not classified as a significant change. A reversal of itinerary is not classified as a significant change. Very occasionally there is insufficient demand for a particular holiday. At any time up to the balance due date, we reserve the right to cancel the holiday and offer you an alternative choice of options (b) or (c). No compensation or refund of any expenses you have incurred will be payable in these circumstances. We will not cancel your holiday after the balance due date unless we are forced to do so as a result of circumstances outside our control (force majeure) as defined below or where you have failed to comply with any requirement of these Terms and Conditions entitling us to cancel such as paying on time.

If we have to make a significant change or cancel, we will tell you as soon as possible and will offer you the choice of one of the following three options; (a) You may accept the change (for significant changes).

b) Alternatively, we may be able to offer you an alternative holiday of equivalent value (subject to availability) for which you will not be asked to pay any more than the cost of the original holiday. If you do not wish to accept the alternative holiday we

specifically offer you, you may purchase any of our available holidays, paying any extra or receiving a refund as applicable, in respect of any price difference.

(c) You may cancel your holiday/accept the cancellation in which case you will receive a full refund of all monies you have paid to us.

The above options are not available where any change made is a minor. If we have to make a significant change or cancel before departure, we will where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances, subject to the following exceptions listed below.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided with all due care or we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be offered where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel. No compensation is payable for minor changes.

Period before departure a significant change or cancellation is notified to you	Compensation per person (excluding infants)
More than 42 days	NIL
29 - 42 days	£10
15 - 28 days	£20
0 - 14 days	£25

Very rarely, we may be forced to change or terminate your holiday after departure but before the scheduled end of your time away due to force majeure\*. When unexpected events such as extreme weather, civil strife or other force majeure events occur, we may be required to act to protect the safety of our customers. This may require us to make substantial alterations to an itinerary, or in extreme cases make urgent arrangements to repatriate customers to the United Kingdom or another safe destination. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses incurred by you as a result. If, after departure, we are unable to provide a significant proportion of the services we had agreed to provide as part of our contract with you, we will do our very best to make suitable alternative arrangements which have not been provided. If we cannot do so or you refuse to accept these for good reasons, we will arrange to fly you back to your UK departure airport (if the arrangements we agreed to provide included flights) or to transport you to the point our contracted services commenced (if elsewhere than your hotel) as soon as we reasonably can.

### Force Majeure

Except where otherwise expressly stated in these Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure. In these Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (whether actual or threatened) war, riot,

civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, ports or airspace, changes of schedules by airlines, adverse weather conditions, epidemics, health risks and pandemics, fire, closed or congested airports or ports and all similar events outside our control or the control of our suppliers. In addition, for the safety of all passengers on a cruise holiday, the crew, our employees and suppliers, the ship or other transport or third parties, we reserve the right to cancel, postpone, curtail or alter (without prior notice) your cruise or holiday, in whole or part, in the event of threatened force majeure.

### Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information relating to all destinations on its website <https://www.gov.uk/foreign-travel-advice> which you are recommended to view before your departure. This includes important advice regarding destination safety.

### Improper behaviour

While you are at any airport, port or any mode of transportation, whilst on holiday you must not behave in an improper manner, which gives offence to others or creates the risk of injury or damage to property. In the event that this occurs you may be prevented from travelling or evicted from your hotel, at the discretion of the transportation company, Airline or the Hotel Manager. Should this happen we will have no liability to you including any return travel arrangements and we will not give you a refund of any portion of the cost of your holiday. If we incur expenses as a result of your behaviour, you will be obliged to compensate us or the supplier for that expense.

### Flight timings

Flight departures times are provided by the airlines however these times can be influenced by various factors including air traffic control and weather conditions. In these cases there is no guarantee that flights will depart at the times shown on the tickets you receive and for such delays we cannot have any liability to you. Please refer to your travel insurance, which may cover you for travel delay.

### Changing your holiday due to Covid-19

We will not be responsible for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

a) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

i) Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well as any increase in cost imposed by other suppliers);

ii) Cancelling your holiday, in which case our standard cancellation charges will apply as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance provider. If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border

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control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You are responsible for complying with any official guidance from governments or local authorities, both in the UK and whilst on your holiday. You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and that of those around you.

## 6. Our responsibility for your holiday

We promise to make sure that the holiday arrangements we have agreed to provide, as part of our contract with you are made with reasonable skill and care.

We will not be responsible for any injury, illness, death, loss (including loss of enjoyment and possessions), damage, expense, cost or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or 'force majeure' events where we or our suppliers, even with all due diligence could not foresee.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you which are not advertised in our brochure or website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase. Additionally we cannot accept liability for any losses or expenses connected with any business including self employed loss of earnings.

We will not be responsible for excursions or other tours that you may choose to book or pay for whilst you are on holiday which are not part of your package holiday provided by us. For any excursion or tours that you book other than with us, your contract will be with the operator of the excursion and not with us. We are not responsible for the provision of the excursion or for anything that happens during the course of its provision by the operator.

Please note that claims for damaged or delayed baggage for all airlines are subject to proof of value and loss. Claims must be made in writing to the carrier concerned within 21 days and for missing items from baggage within 7 days. It is your responsibility to comply with these time limits by notifying the airline concerned. Difficulties may arise for cruise and tour customers if your baggage is delayed by the airline and there are difficulties with this catching up with you en-route. We will try to assist you in these circumstances but liability for any delayed baggage is the responsibility of the airline concerned. You may therefore wish to consider insuring for the possibility of such unfortunate events, being careful to note any limitations, exclusions and restrictions contained in insurance policies.

We recognise that things can go wrong and you do have rights under your contract if this happens. These rights depend upon the conditions set out above and below, what has actually gone wrong and

whether or not you have suffered any personal injury. We do not accept any liability for disappointment, which you may feel as a result of unrealistic expectations. (a) Your rights for damage which is not death, personal injury or illness. Should any part of your holiday arrangements not be as described in advertising material or any subsequent written amendments or not be of a reasonable standard, we accept responsibility and we will pay you reasonable compensation; unless there has been no fault on our part or that of our agents or suppliers and the cause of the problem could not have been foreseen or avoided by us or our agents or suppliers even if all due care has been exercised. If everything has gone wrong and you have obtained no enjoyment whatsoever from your holiday we will refund the cost of your holiday and any directly attributable expenses. This is the maximum at our discretion, taking into account all relevant circumstances. (b) Your rights in the case of death, personal injury or illness (arising out of an activity forming part of your holiday arrangements booked with us). In such cases we will accept responsibility except to the extent there has been no fault on our part or the part of our agents or suppliers could have foreseen or avoided even with the exercise of all due care. Where the cause is the act(s) or omission(s) of our agents or suppliers our acceptance of liability is subject to you assigning to us your rights against them and to your co-operation with us in any legal action we take against them. (c) Your rights in the case of death, personal injury or illness (arising out of any activity which does not form part of your holiday arrangements booked with us). In such cases we will offer general assistance. This includes advice, guidance and, at our discretion, financial assistance as appropriate up to a limit of £500 (per booking form) to enable you or your legal representative to take legal action against the person responsible for your death, personal injury or illness, (on condition that this sum is repaid to us out of any sum recovered from the person responsible). (d) In all cases, where you suffer a loss in the course of air travel, rail travel, sea travel or hotel accommodation we limit our liability to compensate you in accordance with the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention. Other than as set out above, we have no liability for death, personal injury or illness.

## 7. If you have a Complaint

In the unlikely event that you feel dissatisfied with any aspect of your holiday we ask you to bring this to the attention of our Tour Manager or representative at the time so that we can try to resolve the matter right away. If you have a complaint about any of the services or facilities which make up your holiday, you have a duty to tell the actual supplier of those services or facilities as soon as possible if you remain dissatisfied, you must write to us within 7 days of return from your holiday. Any complaint concerning your holiday will be dealt with carefully and fairly by our staff. If you do not follow this procedure we will not have the opportunity to investigate and rectify your complaint and may refuse to entertain your claim. Once your complaint has been fully investigated in accordance with this procedure we will inform you of the outcome. Where your contract is with the airline, another ATOL holder or other third party, we will pass your communication to the principal who will provide you with a response directly.

## 8. Travel Insurance

We recommend adequate travel insurance to be essential for all holidays outside the UK. It is therefore a condition of booking that you are adequately insured when travelling abroad. When you purchase a policy, you must ensure that it offers cover which is comprehensive and covers cancellation for the total value of the holiday, delay or curtailment, medical charges and repatriation costs. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your

particular needs including cover for any optional excursions / activities that you may have booked or are considering to book on holiday.

## 9. Special Request, Medical Conditions, Fitness to travel and Disabilities

If you have any special requests such as adjacent rooms, room location, rooms near lifts, twin or double bedded rooms, amenities, special dietary requirements etc, you must advise these at the time of booking. We are happy to pass your request on to the hotel, airline or other supplier but cannot guarantee that it will be accommodated. Special dietary requirements can be requested on scheduled flights, although we cannot guarantee that your requests will be met, we will certainly pass on your requests to the supplier concerned. Failure to meet any special request will not be a breach of contract. Confirmation that a special request has been noted or passed on to supplier or the inclusion of the special request on your confirmation Receipt or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you have any medical condition or disability or suffer from reduced mobility which may affect your arrangements or any special requirements as a result of any medical condition, disability or reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability or your mobility occurs. You must also promptly advise us if any medical condition or disability which may affect your travel arrangements develops after your booking has been confirmed. Whilst we will endeavour to make reasonable adjustments to the holiday itself, sometimes this may not be possible. We regret that we cannot provide individual assistance to a passenger for walking, dining, pushing their wheelchair, getting on and off motor coaches or other transportation vehicles or other personal needs. Therefore, passengers who need such assistance, or passengers with disabilities or special needs must be accompanied by a companion capable of providing all assistance required. Step-free access to hotels, restaurants, coaches and attractions may not be present. Many of our itineraries include sightseeing tours which may involve walking for medium to long periods of time and over uneven surfaces. Steps may also feature, either as part of a tour or within your accommodation. Different modes of transport, such as jeep and safari vehicles, sampans and rickshaws may also be used. If step-free access is paramount to the successful completion of your tour, it is strongly recommended that you consult our sales team before making a booking. We have to rely upon your honesty about your medical condition and cannot advise you properly if we are unaware of this. Please contact our sales Team and we can arrange to advise you of the pre-travel medical clearance that you should clarify with your doctor. We will assume, unless you inform us otherwise, that you are in a good state of health both physically and mentally, to participate in the holiday. If you do not tell us about any disability. It is your responsibility to tell us before you book whether you have any special requirements, limited mobility or medical conditions that might affect your ability to take part on our holidays. A reasonable level of fitness is required for our holidays as some walking will be involved.

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If you are in doubt about the suitability of any of our holidays, it is vital that you seek confirmation from your own Doctor to establish that you are sufficiently fit both physically and mentally, to travel and to undertake the excursions that may be required to undertake your tour.

## 10. Passports, Visa and Health Requirements

Information regarding passport, visa and health requirements are applicable to British Citizens for the holidays we offer. Requirements may change and you must check for the up-to-date information before departure as it is your responsibility to ensure you are in possession of all necessary travel and health documents. Your first name and surname on your ticket must match those on your passport or you may not be allowed to travel. If you change your name between booking and departure (e.g., newly-weds), you must notify us immediately. You must also ensure that you have a valid passport with an expiry date not less than 6 months after your date of return.

All costs incurred in obtaining such documentation must be paid by you. We cannot accept liability if you are refused entry on to any transport or into any country due to failure on your part to carry the correct documentation. If you are not a British Citizen, you must check passport and visa requirements with the relevant Embassy or Consulate of the country (ies) you intend to visit. Applications for Visas must be arranged by you in sufficient time prior to your departure as the absence of the correct travel documents may result in your airline or ship refusing embarkation and/or the destination country refusing access.

If you do not have the necessary travel or other documents which results in costs, fines or other penalty being incurred by or imposed on us, you will be responsible for reimbursing us accordingly. If you incur any additional costs, you are responsible for these. It is also your responsibility to ensure you are aware of all recommended vaccinations and health precautions before departure. Details are available from your GP and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health is also contained in the Department of Health or via its website [www.dh.gov.uk](http://www.dh.gov.uk).

Please be aware that the entry requirements for British Citizens may differ to those for British Subjects, British Dependant Territories Citizens, British Nationals (Overseas Citizens), British Protected Persons or any other British passports. Please check your passport and if you are not specifically a British Citizen with a UK issued passport, you must check passport and visa requirement.

## 11. Data protection Policy

We are committed to protecting your privacy, this policy outlines how we will use your personal data after it has been collected by us through our website, brochures, speaking to our staff. Where 'you' are referred to in this policy shall mean you and every member of your party. You should ensure that all your party members have read this policy and agree that you will act on their behalf when dealing with us.

**What we collect** - When you make an enquiry, join our mailing list or book a holiday with us we may need to collect information about you including your name, contact details, company name and position (if applicable). We may also collect such data if you enter competitions, register for promotions, take part in surveys, provide us with feedback or make use of our 'call you back' facility. We may also collect payment details and/or relevant health information to process bookings.

Some of the information we collect may be 'sensitive personal data' (for example 'special requirements' diet, health or religion) in which case we will only collect, retain and pass it on with your consent. We require this information to understand your needs and provide you with the service you have requested. We use it to advise you of information concerning your holiday booking or enquiry. We may use the information to advise you of our new products, promotions, special offers and/or other

information which we think will be of interest to you. We may use your data for our business management and operation and for monitoring; marketing and customer care purposes to achieve and provide you with the highest standard of quality and service and increase our customers' choices where possible.

**Who else do we give your details to?** - We may share your information with our credit checking companies, public authorities (e.g. customs/immigration), companies who process data on our behalf or to our professional advisers. We may pass on your personal details to those companies or organisations that need to know them in order that your holiday or other service or product can be provided. For example, the airline, hotel or credit card company. When you make a booking or enter into a transaction this means you consent to our passing on such details.

On all of our direct marketing and email communications you will be given the opportunity to opt-out of receiving such communications in the future. If you do not wish us to use your data for direct marketing and email purposes or to pass your details to carefully selected third parties, please contact us at 566 North Circular Road, Neasden, London, NW2 7QA.

**Security** - We are committed to ensuring that your information is secure. In order to prevent unauthorised access we have put in place physical, electronic and managerial procedures to safeguard and secure the information we collect.

**Consent** - By disclosing your personal data to us, whether using our website, telephone services or otherwise, you consent to the collection, processing and use of your personal information.

## 12. Cruises

For some of the cruises we offer, we sell them on behalf of other cruise operators. We act as an agent only when selling these cruises, and we are not responsible for the operation of any part of these holidays. Your contract will be with the cruise operator and their terms and conditions will apply. Where we are packaging a cruise and other travel arrangements (such as flights), we are the operator of the holiday and we enter into a contract with you for that holiday and accept responsibility for it.

Cruise ships enforce the highest standards of cleaning and sanitation in order to prevent the spread of viruses and disease. If you experience any gastrointestinal symptoms on board, you may be confined to your cabin until your symptoms are clear. This action needs to be taken to protect all passengers on board and contain the spread of any virus.

Prior to boarding, you will be asked to complete a medical form confirming you are not ill or have not been ill prior to boarding the ship. If you have experienced any gastrointestinal symptoms prior to boarding your ship, we reserve the right to ask passengers to produce medical evidence of fitness to travel this may include the submission of any required medical certificates. In the interests of passenger safety we reserve the right to refuse boarding at our discretion. In such circumstances passengers will not be entitled to claim compensation. Once on board ship, all valuable and important items should be deposited with the purser or in the mini-safe in your cabin (if available). However, depositing items in any mini-safe is not depositing them with us for safe keeping. No mini safe can be guaranteed secure and you should accordingly consider whether it is appropriate to carry such valuable and important items with you. You are also strongly advised to take out adequate insurance to protect such items. We cannot accept any responsibility or liability for any valuable or important items.

We provide full financial protection for our flight inclusive package holidays, by way of our Air Travel Organiser's License number 10958.

## 13. Financial Protection (ATOL: 10958)

"Your Financial Protection - When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong." "We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative).

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

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

Whether you have purchased a flight inclusive holiday or a package holiday that does not include a flight, you will receive a Confirmation Receipt from us (or via our authorised agent through whom you booked) confirming your arrangements in addition to the ATOL Certificate (where appropriate). When you buy an ATOL protected holiday the sum of £2.50 per person has been included in your holiday price to cover the cost of the ATOL Protection Charge (APC). Please be aware that this £2.50 charge is subject to change, depending on the level the Civil Aviation Authority set it at. This sum is passed to the CAA and ensures that your holiday monies are protected through their ATOL protection scheme. For full details please see [www.caa.co.uk](http://www.caa.co.uk).

Please note that the air inclusive holidays we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. We reserve the right to refuse a booking if these conditions are not met.

## 14. Law and Jurisdiction

All matters arising under your contract are governed by English law (and no other) and are subject to the exclusive jurisdictions of the English Courts.