

## Booking Terms & Conditions

The following Booking Conditions together with our privacy policy (<https://www.absolutetravel.co.uk/privacy-cookies/>), your Booking Confirmation and any and all information that we may provide to you in regard to your booking shall form the basis of your contract ("the Contract") with Absolute Travel and Tours Limited, who also trade as Absolute Travel, Absolute Sports Travel, Absolute School Travel, Absolute Skiwise, ("us", "we" "our" or "Absolute Travel"), registered number 02687145 of 10 Chapel Hill, Stansted, Essex, England, CM24 8AG. Tel: 01279 647 566. Email: [tours@absolutetravel.co.uk](mailto:tours@absolutetravel.co.uk).

In these Booking Conditions references to "you" "your" and/or "group leader" means the first named person on the booking, who shall be the lead name (and authorised representative of the group or school, where applicable) and all persons named on the booking (including anyone who is added or substituted at a later date) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they are the parent or legal guardian (where applicable), or otherwise have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking (or the group or school, where applicable). In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking. The lead name shall be liable for:

- (i) the full payment of any deposits and balances
- (ii) the payment of any amendment fees or cancellation charges
- (iii) confirming the details all the persons named in the booking to us
- (iv) passing on to all persons in the booking any and all information issued by us including, without limitation, our booking confirmation invoices and these booking conditions, and
- (v) the conduct of the persons in the booking (see "Liability" and "Behaviour" below).

Your Contract with us will have been formed when we accept your booking and we have issued you with a Booking Confirmation. We reserve the right not to accept your booking at any time up until we have issued a Booking Confirmation to you and, in this event, we will refund any deposit(s) that you have paid to us. It is important that you check the Booking Confirmation carefully and advise us immediately of any incorrect or incomplete information.

Except where otherwise stated, these Booking Conditions only apply to tour arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our Contract with you. All references in these Booking Conditions to "holiday", "booking", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

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 rights applying to packages. Absolute Travel will be responsible for the proper performance of the package. Additionally, as required by law, Absolute Travel 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 insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>.

### Governing Law and Jurisdiction

These Booking Conditions 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 under the ABTA arbitration scheme (if available for the claim in question and you wish to use it), by the exclusive jurisdiction of the Courts of England and Wales.

### Payment

In order to confirm your chosen tour, a deposit (as advised prior to making a booking with us) per person (or full payment if booking within 12 weeks of departure) must be paid at the time of booking. On occasion, you may be required to pay more than one deposit and, where this is the case, the sum of those deposits shall form the total deposit ("Deposit") payable by you. You must pay the balance by the due date detailed on your Booking Confirmation and, in any event, no less than 12 weeks prior to travel. If we do not receive any of the Deposit(s) and/or final balance payments on time, we reserve the right to cancel your booking and retain the Deposit(s). For certain packages that we offer, as advised to you at the time of booking, individual group members may make payment of their tour cost online, although an administration fee may be charged for this service.

### Security Deposit

A security deposit (typically £250-£500, depending on the group size, nature of trip and destination) will be added to your invoice, refundable within 4 weeks after your return from the tour once a satisfactory inspection has taken place of your accommodation, coach and other tour arrangements. We reserve the right, in our absolute discretion, to keep your security deposit (in full or part, as appropriate) in order to compensate our suppliers for any or all breakage, damage or non-participation in/at an event (including, without limitation, non-fulfilment of sports fixtures). Some accommodation centres will also require an additional security deposit to be paid directly to them on arrival. We will advise you in advance should this be necessary, if we are aware of it. Should the cost of any damage or loss or non-participation exceed the amount of the security deposit you have paid to us and/or the accommodation, you will be liable for the payment of the remaining charges. See also 'Behaviour (including responsibilities of Leaders, Staff and Individuals)' below.

### Protecting Your Money

The money you pay us for a flight inclusive booking is protected by an ATOL (number 5675) which is managed by the Civil Aviation Authority, Gatwick Airport South, RH6 OYR. When you buy an ATOL protected flight or flight-inclusive 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.

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 we aren't 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.

For holidays that don't include a flight we provide full financial protection by way of a bond held by ABTOT - The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Absolute Travel and Tours Limited, and in the event of their insolvency, protection is provided for non-flight packages. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Absolute Travel and Tours Limited. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>. You can find out more about ABTOT here: <https://www.abtot.com>.

## Changes / Additions Required by You

If you want to make any alteration to your booking details after we have issued a Booking Confirmation to you the lead name on the booking must inform us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you. We will do our best to meet your request but please note that changes cannot be guaranteed. Due to the additional work and costs involved, we charge an administration fee of £20 for each alteration. If we accept any additions to the tour party after the final invoice, a late booking fee of £20 per person may also be charged in addition to any further costs or charges that we incur (whether from our suppliers or otherwise) in making the changes to your booking.

You may be able to transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before the date of departure. This transfer is subject to an administration fee of £20 per person substituted. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer. Some airlines or other transport providers can charge a fee for a change and/or sometimes treat a change as a cancellation. In this event the fees payable by you, in addition to our charges, can be up to 100% of the price for that part of your trip. Some elements of your tour, such as excursions and transfers, may also be non-refundable. Cancellation charges may also be applicable if the total number of group members decreases.

## Cancelling your booking

If you wish to cancel your booking after we have issued a confirmation invoice to you, the lead name/group leader must notify us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you. As we incur costs from the time your booking is confirmed, the cancellation charges set out below will apply depending upon the date when written notice of the cancellation is received by us. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

- Cancellation more than 84 days prior to departure: Loss of all scheduled deposit payments (plus any excess supplier costs already incurred).
- Cancellation 84-29 days prior to departure: 75%.
- Cancellation 28-0 days prior to departure: 100%.

Where the cancellation charge is less than the Deposit, the Deposit shall be charged.

For flight-inclusive bookings, you must also pay any cancellation charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s). Some elements of your booking (e.g., transfers, excursions, upgrades, etc.) may also not be refundable.

If you have taken our insurance, you may be able to claim a refund depending on the reason for the cancellation. Claims must be made direct to the insurance company. It is important to note that if any cancellation reduces the size of the group, the tour price and any concessions will be adjusted to reflect the new party size, which may result in an increase in price being payable by you. Failure to accept the adjusted price and concessions will be treated as a cancellation by you and the group members and the cancellation charges as set out above shall be payable.

## Passport, Visa and Immigration Requirements

It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK. We do not accept any responsibility or liability if you cannot travel because you have not complied with any passport, visa, travel, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO: (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC: (<https://travelhealthpro.org.uk/>)

Brexit: (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

DfT: (<https://www.gov.uk/government/organisations/department-for-transport>)

DfE: (<https://www.gov.uk/government/organisations/department-for-education>)

Many countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.

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 such requirements.

## Behaviour (including responsibilities of Leaders, Staff and Individuals)

The lead name/group leader and any other adults accompanying in the group shall at all times:

- act 'in loco parentis' for their group and, in particular, in regard to any minors in the group
- ensure that the party reaches any departure points on time
- ensure that all people in the booking comply with any and all Covid-19 requirements during the trip
- ensure that the group is and will be adequately supervised
- ensure that the correct ratio of responsible adults will be on active duty at all times to ensure that all persons in the booking behave appropriately
- ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
  - take care when out during the hours of darkness
  - do not go out alone
  - do not put themselves in risk situations
  - are not intoxicated or under the influence of any other illegal or dangerous substances and, in any event, shall not permit anyone under the age of 18 years of age to consume alcoholic drinks, and
  - are aware of their behaviour and actions in the context of their surroundings.
- ensure that ensure that no members of the group smoke in any smoke-free places or behave in any other way which may cause a fire hazard
- ensure that the group wears lap belts provided for any journeys by coach, and
- ensure that the group or any members of the group comply with all relevant laws.

All people travelling with us must abide by any rules, regulations and safety guidelines as may be required by their accommodation, travel and activity providers, including regulations regarding the supervision of children. Any accidents, incidents or injuries that occur on tour must be reported to us in writing as soon as possible, and no later than within 7 days of the event, even if you do not intend to make a claim.

Absolute Travel shall be entitled to recover from you, at our sole discretion, the cost of any damages or loss caused by you including, without limitation, the cost of repairs, to our satisfaction and that of our suppliers. Your group must undertake to behave with and in such a manner as not to damage the reputation of Absolute Travel or any of its suppliers or other clients of Absolute Travel or any other persons.

All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect. In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

## Prices

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

We reserve the right to amend the price of any unsold travel arrangements at any time.

We are able to change the price of your booking after you have booked as a result of changes:

- (i) in the price of the carriage of passengers increases as a result of changes to the cost of fuel or other power sources; and/or
- (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and/or
- (iii) the exchange rates relevant to your package change.

However, there will be no change within 20 days of departure. We will absorb, and you will not be charged for, any increase of 2% or less of the total cost of your tour, excluding insurance premiums and any amendment charges. Similarly, we will not refund you any decrease of 2% or less of the total cost of your tour. You will be charged for any amount over and above 2%. In the event that the total cost of your tour increases by 8% or more (excluding any amendment charges), you will be entitled to:

- (i) accept the price difference and pay the additional amount due
- (ii) accept a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or
- (iii) cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges). Should you decide to cancel you must do so within the time period shown on your final invoice.

Where applicable, you have 14 days from the date we inform you of the price increase to tell us if you want to cancel your booking and receive a full refund of monies paid to us. If you do not tell us of your decision within this period of time, we are entitled to assume that you do not wish to cancel your booking and you accept the increase in price, which shall be payable within 14 days of us notifying you.

Should the price of your booking go down by more than 2%, then any refund due will be paid to you, minus our administration costs (which may cancel out any refund due to you). Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place. We will deduct from any refund our administrative expenses incurred.

## Changes and Cancellations by Us

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to your booking, and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/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 and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation.

Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, some of our tours require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular tour have not been received, we are entitled to cancel it and refund you the amounts paid to us, in accordance with the following timescales:

- For trips lasting more than 6 days: 20 days prior to departure.
- For trips lasting between 2 and 6 days: 7 days prior to departure.
- For trips lasting less than 2 days: 48 hours prior to departure.

Occasionally, we have to make a "significant change". Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away; a change of destination for the whole or a major part of the time you are away; a change of outward departure time of 12 or more hours, a change of UK departure point to one which is in a different city and more inconvenient for you. If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (i) accepting the changed arrangements;
- (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value);
- (iii) cancelling your tour, in which case you will receive a full refund of all monies you have paid to us. We will tell you the procedure for making your choice.

Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled. In the event that you cancel your tour and request a refund we will pay you reasonable compensation depending on the circumstances.

Compensation will not be payable and no liability beyond offering the above-mentioned choices and/or refund can be accepted where:

- (i) we are forced to make a change or cancel as a result of unavoidable and extraordinary circumstances beyond our control, the consequences of which we could not have avoided even with all due care, or
- (ii) 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 available if we cancel your booking as a result of your failure to comply with any requirement of these Booking Conditions, entitling us to cancel (such as paying on time) or where a change is a minor one. See also Delay and Denied Boarding. Very rarely, we may be forced by "unavoidable and extraordinary circumstances" (see below) to change or terminate your tour before or after departure (but before the scheduled end of your time away).

## Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability, or pay any compensation, reimburse expenses, or cover any losses where the performance or prompt performance of our obligations under our Contract with you is affected by or prevented - or you otherwise suffer any

damage, loss or expense of any nature - as a result of "unavoidable and extraordinary circumstances" (events of force majeure). "Unavoidable and extraordinary circumstances" means an event which neither we nor the supplier of the service(s) in question could, even with all due care, have foreseen or avoided. Such event may include, without limitation, actual or threatened war, riot, civil unrest and/or strife; terrorist activity and/or its consequences (including suspected terrorist activity and all action taken during any "terror alert"); industrial dispute; natural or nuclear disaster; adverse weather conditions; flood; volcanic eruption; fire; chemical or biological disaster; epidemics and pandemics; health risks, infectious disease and government measures to combat such outbreaks; unavoidable and/or unforeseeable technical problems with transport; airport, port or airspace closures, restriction or congestion; the act of any government or other national or local authority or the act of any airport, port or river authorities; flight or other travel restrictions imposed by any government, regulatory authority or other third party; air traffic management decisions (that may result in long or overnight delays or cancellations); sanctions; event changes or cancellations and all other events outside our or our suppliers control, including the consequences of Brexit.

### **Tour Arrangements (Sport, Ski, Education, Music, Activity)**

We supply you with and make readily available on our website, a large amount of information which will be applicable to the nature of the trip or tour to be undertaken. Arrangements that we have made for your tour may occasionally need to be changed or cancelled before or after departure due to unavoidable and extra ordinary circumstances, including adverse weather conditions, or the local provider, authority or association decides that the arrangement cannot take place. Should any arrangement be cancelled, Absolute Travel will try to make other suitable arrangements. We have no control over the actions of other parties taking part in the arrangements, including no shows. No compensation will be payable as a result of any cancellation. Groups must honour commitments where arrangements have been made. We cannot be held responsible for any arrangement being cancelled where you are late or do not respect timings, regulations or traditions. You are responsible for contacting the appropriate governing body, association or authority in good time prior to departure in order to obtain all necessary approval and advice for your tour. Absolute Travel is not liable for any missed arrangements due to your failure to fully comply with these conditions.

### **Excursions**

Excursions or other tours that you may choose to book or pay for independently are not part of your package holiday provided by us and do not form part of your Contract with us. For any excursion or other tour that you book, that is not provided by us, your contract will be with the operator of the excursion or tour, and not with us.

### **Complaints and ABTA Arbitration**

We are a Member of ABTA, membership number Y5420. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Should a problem arise during your tour or you are dissatisfied, then you must immediately inform the tour representative or supplier as we will try to put things right without delay. Should the problem continue, please call our office (24 hours) so that we may attempt to deal with matters quickly for you. Our representatives and suppliers are not authorised to promise any refund in respect of a client's claim and no such promise will be binding on Absolute Travel.

If your complaint is not resolved locally and you wish to complain to us on your return, then you should do so in writing by email within 28 days of your return from tour, giving us all relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow the requirement to report your complaint whilst in destination, we will have been deprived of the opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

We aim to reply promptly and fairly. However, if you are not satisfied with our response, we must be informed within a further 14 days from our correspondence in order for us to deal with the matter further. If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. All complaints must be made in line with this condition. For any disputes arising out of, or in connection with your booking which cannot be amicably settled, we can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, you can contact <https://www.abta.com>. You can also access the European Commission Online Dispute (ODR) Resolution platform at <https://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent for the supplier can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

### **Providing Assistance**

If you are in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance. This may include providing information on health services, consular assistance, assistance with distance communications or helping you find alternative travel arrangements. In the event that the difficulty is caused intentionally by you or one of your party, or as a result of the negligence of you or one of your party, then we may charge a reasonable fee for providing such assistance.

### **Special Requests / Medical Conditions**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of Contract on our part. Confirmation that a special request has been noted or passed on to the supplier is not confirmation that the request will be met.

If you have any medical condition, disability or reduced mobility which may affect your tour or have any special requirements as a result of any medical condition, disability or reduce 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. You must also promptly advise us if any medical condition, disability or reduced mobility, which may affect your tour, develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

### **Accommodation, Travel and Other Services**

The laws, safety standards and regulations overseas are those of the country in question, and not necessarily the same as the equivalent standards in the UK. The monitoring and enforcement of, and compliance with, local regulations are carried out by the appropriate authorities in the country concerned. Naturally, we urge you to take all reasonable precautions while on tour with your group.

### **Coach Travel**

You are responsible for meeting the coach at the times specified in your itinerary or as advised by our representatives. In the event that you are late, we will not be responsible for any costs incurred by you if the coach has departed. Should this result in your late arrival at an event, then we are not liable to you or anyone else in the group, if this does not proceed or you are excluded. For flight-inclusive packages, it is your responsibility to contact us or our representatives to advise us of any flight delay, so as not to jeopardise your onward travel arrangements.

In the interests of safety, it is the responsibility of you and all your group to ensure that all hand luggage is loaded onto the transport and stowed safely. Each member of the party may carry one large sports bag or case and one hand luggage. It is your responsibility to insure against the risk of loss or damage to all luggage,



packages and personal effects. Absolute Travel cannot accept any liability or responsibility whatsoever for any such loss or damage except as expressly specified in these Booking Conditions. If you travel with one of the ferry companies or Eurotunnel, your journey will be subject to their terms and conditions and/or relevant Conventions (see Liability). You may be refused any form of transportation if you behave in a disruptive manner or are considered to be under the influence of alcohol or any illegal substance. Although every effort is made to ensure that the facilities quoted for coach travel are present and in working order prior to departure, we cannot accept responsibility for the mechanical failure or omission of this equipment before or during the tour. Smoking is prohibited onboard at all times.

## Flights

Only flight-inclusive tours arranged through us are protected by our ATOL (5675) (see above for full details). Note: Groups making their own flight arrangements are not protected by our ATOL certification. The flights we purchase on your behalf are with a variety of airlines, each governed by their own terms and conditions and/or conditions of carriage. We shall advise the carrier and flight itinerary at the time of booking, or as soon as possible thereafter. You may be refused boarding should you arrive too late at check-in, are being disruptive or should you appear to be under the influence of alcohol or any illegal substance. You will be responsible for your own subsequent arrangements and costs should you not be accepted onto the flight or should you arrive too late to travel. Regulations vary from airline to airline, but some will refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. If you are in doubt, please check with the airline concerned and your doctor. Infants must be at least 6 weeks old to travel by air. Many airlines now charge for luggage checked-in for the hold, for priority boarding and other facilities and services. These are not included in your package unless specifically shown as included on your Tour Proposal. Either way, you will be responsible for your own excess luggage and/or supplements at check-in, should you exceed the luggage allowances quoted to you for your airline. We shall not be held responsible or accept liability whatsoever for the loss of any Contracted service or enjoyment as a result of any delay or cancellation of your self-arranged flights. You must contact us or our representatives as soon as possible to advise us of your amended schedule. Furthermore, we reserve the right to impose additional charges as incurred by us or our suppliers for the rescheduling of any of your tour arrangements as a result of the delay or cancellation.

Regulation (EC) No 2111/2005 establishes a list of air carriers which are subject to an operating ban within the European Community: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en).

## Delay and Denied Boarding

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under Regulation (EC) No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

## Liability

(1) Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking. Please see "Complaints and ABTA Arbitration" for how to make a complaint in destination.

(2) We will not be liable for any injury, illness, death, loss (for example loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their group
- (ii) 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
- (iii) "unavoidable and extraordinary circumstances" as previously defined
- (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings)
- (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you. This includes, without limitation: any additional services or facilities booked and arranged by you directly including any activity, tour or excursion you purchase in resort from a third party and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities
- (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; and
- (vii) any damage, loss or expense or other sum(s) of any description pursuant to "Covid-19" (see below).

(3) Our Contract - and the laws, standards and regulations of the country in which your claim or complaint occurred - will be used as the basis for reviewing your complaint. If the particular services which gave rise to the claim or complaint complied with local laws, standards and regulations applicable to those services at the time, the services will be treated as having been properly provided and performed. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

(4) Any claim for loss of and/or damage to any luggage or personal possessions (including money), on any basis, must be made to your travel insurers in the first instance. In the event that we are found liable for any uninsured loss of and/or damage to any luggage or personal possessions (including money) on any basis, the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim as set out in (5) below. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury as a result of our negligence, if we are found liable to you on any basis the maximum amount, we will have to pay you is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim as set out in clause (5) below.

(5) We are to be regarded as having all benefit of any limitation of compensation contained in these Booking Conditions or any other applicable Convention(s). Where flights are included in your booking, your journey may be subject to certain conditions of carriage and International Conventions. You agree that the airline and/or transport company's own conditions of carriage will apply to you on that journey. When arranging this transportation for you we rely on the terms and conditions contained within these International Conventions and those conditions of carriage. You acknowledge that all of these terms and conditions form part of your Contract with us as well as with the those of the airline and/or transport company. You can ask us to provide you with a copy of any conditions applicable to your journey. The airline's terms and conditions are available on request. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier and/or transport provider for the complaint or claim in question.

(6) Where you claim against us in accordance with this clause, you or someone acting on your behalf, agree to assist us by, at the earliest opportunity and where applicable:

- (i) providing us with details, in writing, of your injury or death and the circumstances which led to it
- (ii) providing us with a letter about your injury from your doctor
- (iii) fully co-operating with us if we, or our insurers, require further information.

## **Travel Insurance**

Travel insurance is included in our school and youth group tour packages at cost and will be itemised in your Tour Proposal and on your Booking Confirmation as an inclusion. You may choose to opt out if you wish and should advise us in writing if you wish to do so. We do not 'sell' nor 'advise' on travel insurance cover. Either way, it is a condition of the Contract that you travel with adequate and sufficient insurance to cover all aspects of your tour. As such, in the event that you decline our travel insurance, you undertake to ensure that you and every member of your group have adequate insurance in place. For the avoidance of doubt, any insurance which you take out must cover as a minimum the full cost of cancellation by you, medical costs, full Covid-19 cover, and repatriation in the event of accident or illness. The group leader agrees to indemnify and hold harmless Absolute Travel, its directors, employees, servants and agents from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses (including but not limited to action, costs and demands for loss or damage indirect or consequential) arising out of or in any way connected with your failure to comply with this condition. Please read your policy details carefully and take them with you on tour. It is your responsibility to ensure that the insurance is suitable and adequate for your particular needs and all those who travel with you in your group.

## **Data Protection**

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: <https://www.absolutetravel.co.uk/privacy-cookies>. You may withdraw your consent to receiving marketing material from us at any time (please see our privacy policy). Should we wish to utilise photographs taken by you, us or our representatives in marketing material, brochures or websites, we will seek your permission to do so. For further information, please see our Privacy Notice: <https://www.absolutetravel.co.uk/assets/Absolute-Travel-&-Tours-Privacy-Notice.pdf>

## **Variation**

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.