

# Booking Terms & Conditions

The following Booking Conditions together with the General Information contained in our brochures and documentation, form the basis of the group leader's contract with Absolute Travel and Tours Limited (you may also see Absolute Travel, Absolute Sports Travel, Absolute School Travel, Absolute Skiwise, SportsSchool and/or SportsParty), registered number 02687145. Please read them carefully as they set out our respective rights and obligations. These booking conditions also contain terms which we are entitled to rely on in relation to individual group members. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them. 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", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated. In these booking conditions, "you", "your" and "group leader" means the person who makes the booking or, if appropriate for or required by the context, all persons named on the booking (including anyone who is added or substituted at a later date) or any of them. "We", "us" "our" and "Absolute Travel" means Absolute Travel and Tours Limited. There is always a great deal of information in brochures and sales literature and we have tried to make it as clear as possible. A booking will exist as soon we issue our Confirmation Invoice. See Booking section below. We are a member of ABTA (No Y5420). Our Booking Conditions comply with the Package Travel and Linked Travel Arrangements Regulations.

## PROTECTING YOUR MONEY

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number [5675] issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy 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 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 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 further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

2. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ. For further information please see [www.abta.com](http://www.abta.com). Our ABTA membership number is Y5420.

## BOOKING

To make a booking, the group leader should complete and sign our booking form, but we may deem a booking to have been made irrespective of whether this has been received by us or not. The group leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all group members who are under 18 when the booking is made. By making a booking, the group leader confirms that he/she is so authorised. The group leader is responsible for making all payments due to us and for communicating to all group members all terms of these booking conditions which apply to or affect individual group members including, without limitation, the clauses below headed "Responsibilities of Leaders, Staff and Individuals" and "Liability". The group leader must be at least 18 when the booking is made. The completed signed booking form must then be sent to us together with the payments referred to below. Subject to the availability of your chosen arrangements, we will confirm your tour by issuing a confirmation invoice. This invoice will be sent to the group leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We advise that you keep copies of all documentation for your records.

## PAYMENT

In order to confirm your chosen tour, a deposit (as advised) per person (or full payment if booking within 10 weeks of departure) must be paid at the time of booking. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking should you wish to be covered from that time. You will not be covered until the applicable premium has been paid. You may be required to make further interim deposit payments (if pre-advised). You must pay the balance as invoiced, no less than 10 weeks prior to travel. For a selection of the packages we offer, individual group members may make payment of their tour cost online, although a fee is charged for this service.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown below depending on the date we reasonably treat your booking as cancelled. Alternatively, late payment may result in an additional charge being levied of up to 10% of the cost of your tour.

## YOUR CONTRACT

A binding contract between Absolute Travel and Tours Limited and the group leader comes into existence when we despatch our confirmation invoice to the group leader. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description which arises between us must be dealt with under the ABTA arbitration scheme (if available for the claim in question and you wish to use it) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## SECURITY DEPOSIT

A security deposit (typically £250, 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 an inspection has taken place of your accommodation, coach and other tour arrangements. We reserve the right to keep your deposit (in full or part as appropriate) to compensate our suppliers for breakage, damage or for broken obligations (including 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 broken obligations exceed the amount of the security deposit you have paid you will be liable to pay the excess charges (please also see below).

## CHANGES / ADDITIONS REQUESTED BY YOU

If you want to make any alteration to your booking details once confirmed, 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 may 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 be charged. You may be able to substitute group members up until the day of departure for coach tours (more notice is required for flight inclusive holidays) if the replacement meets any terms and conditions which may apply to the tour and the suppliers agree to the change. This transfer is subject to an administration fee of £20 per person substituted (plus insurance if applicable). For all changes you must pay all additional charges imposed or incurred by us or our suppliers in making the change.

## CANCELLATION BY A GROUP OR INDIVIDUAL

If you wish to cancel your booking, the group leader must notify us in writing by registered post. 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 advice 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 insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

- Cancellation more than 10 weeks prior to departure: Loss of all deposit payments.
- Cancellation within 2 to 10 weeks prior to departure: - 75%.
- Cancellation 2 weeks or less prior to departure or after departure: 100%.

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. Failure to accept the adjusted price and concessions will be treated as a cancellation by the party as a whole and all party members will be subject to the above cancellation charges.

## RESPONSIBILITIES OF LEADERS, STAFF & INDIVIDUALS

The group leader is responsible for the booking and for the completion of personal arrangements which may be necessary such as passport, visa, currency and medical requirements. British Citizens require a valid British passport (or be covered under a group passport) to travel overseas. Please allow at least 12 weeks to renew a British passport. Depending on your travel destination, you may also require a visa and/or for your passport to be valid for six months after the return date of your trip. We shall advise you with your booking confirmation of any such requirements for your tour. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. It is your responsibility to ensure that you and your party have the proper documentation, and to check that it is valid for the whole of your trip. Details of any compulsory health requirements applicable to British citizens for your holiday will be advised at the time of booking. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your

GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health abroad is also available at [www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth) You should seek medical advice if you are in any doubt about your fitness to travel. Travellers from the UK to Europe should travel with an EHIC (European Health Insurance Card). Eligible travellers from the UK are entitled to receive free or reduced-cost medical care in many European countries on production of a valid EHIC card. Further details on travelling abroad can be obtained by visiting [www.gov.uk/travelaware](http://www.gov.uk/travelaware) which provides important information including health and safety issues. Please note: Passport, visa and health requirements may change and you must check the up to date position in good time before departure. The group leader (and other supervisors) is also responsible for the supervision of children in the party and for the behaviour of your club, team or group. Absolute Travel shall be entitled to recover from you, the cost of any damages or loss caused by you, including repairs, to our satisfaction and that of our suppliers. Your group must undertake to behave with decency as ambassadors for the company and the country 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 other persons. We reserve the right to immediately terminate all services we are contracted to provide for you if we, the accommodation owner, manager, employees, agents or any other person in authority in any place consider your behaviour to damage the interests of Absolute Travel or those of its suppliers or any property or be a cause of nuisance to other persons. Any such client(s) will have their tour terminated forthwith and Absolute Travel shall have no further contractual obligations towards the group concerned. No refunds will be made and we and our suppliers will not pay any expenses or costs incurred as a result of the termination. The taking of drugs, smoking and drinking alcohol on board a coach or inside any accommodation or anywhere else (without permission) would automatically result in the holiday being terminated immediately with no refunds being made. Absolute Travel shall accept no liability to meet any costs or expenses incurred by you as a result of the misbehaviour of you or the group at any stage, nor any claim made as a result of such activities including drinking alcohol or the taking of drugs during the tour.

### PRICES

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to increase/decrease and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any changes in; the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of departure. Even in the above cases, we will absorb, and you will not be charged for, any increase equivalent to 2% of the total cost of your tour, excluding insurance premiums and any amendment charges. You will be charged for any amount over and above that. If this results in an increase equivalent to more than 8% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "Changes and Cancellations by us" below. Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in "Changes and Cancellations by us" below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. 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. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your tour as set out above. We will deduct from this refund our administrative expenses incurred. The prices quoted in our Tour Proposal documents as issued to you on or after 01-Sep-2018, have been based on calculations using the following exchange rates: £1 = Euro EUR 1.125; USA USD 1.31 and South Africa ZAR 19.50 until further notice and unless otherwise specified in your tailor-made Tour Proposal.

### CHANGES AND CANCELLATIONS BY US

We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. 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. We will notify you of cancellation for this reason no less than 10 weeks before the date your tour is due to commence. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. 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 accommodation area 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 more inconvenient for you and, in the case of multi-centre trips, a significant change of itinerary missing out one or more major destination substantially or altogether (except as detailed in "Sports Arrangements" below). If we have to make a significant change or cancel, 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:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative tour from us, of a similar standard to that originally booked if available. We will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the tour we specifically offer you, you may choose any of our other then available tours. You must pay the applicable price of any such tours. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

In the event that you request a refund we will where compensation is due, pay you reasonable compensation depending on the circumstances. We will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) 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 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. A change of flight time of less than 12 hours, airline (except as specified in "Flights" below), type of aircraft (if advised) or destination airport will all be treated as minor changes. Please also see "Delay and Denied Boarding Regulations" below. Very rarely, we may be forced by "unavoidable and extraordinary circumstances" (see below) to change or terminate your tour after departure but before the scheduled end of your time away. 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 you incur as a result.

### UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "unavoidable and extraordinary circumstances". In these booking conditions, "unavoidable and extraordinary circumstances" means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measure had been taken."

### SPORTS ARRANGEMENTS

Absolute Travel via its UK and foreign agents will make suitable sports arrangements for your tour. Where friendly matches have been requested, then these will be organised, limited to the number specified in our price and booking guidelines or on your tour proposal, but additional matches cannot be guaranteed. It is important to note that bookings cannot be accepted on the basis of specific opposition, dates and timings, or locations of matches. Those teams entered into a tournament or festival must adhere to the rules, regulations and decisions of the event organisers. Matches will be played to international or local clubs rules, details of which may be available on request. Sports arrangements may occasionally need to be changed or cancelled before or after departure due to circumstances beyond our control, including adverse weather, where the playing surface has become dangerous, unsuitable or susceptible to unacceptable damage in the opinion of local club officials, or because the local club, authority or association decides that the arrangement cannot take place. Should any arrangement be cancelled, Absolute Travel will try to make other comparable arrangements. We have no control over the actions of other teams or their members, including no shows. No compensation will be payable as a result of any cancellation (unless we obtain any refunds from our suppliers), except if it is as a result of our failure to use reasonable skill and care in making the arrangement. Groups must honour commitments at friendly matches and sports events where arrangements have been made. We cannot be held responsible for any arrangement being cancelled where you are late or do not respect host club timings, regulations or traditions, or where you have insufficient players to form a full team. You are responsible for contacting the appropriate sporting body(ies) 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 arrangements due to your failure to comply with these rules and regulations.

### 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, whether this be sport, ski, education, activity, music or study oriented. You have a responsibility to read all such information supplied and to forward this to other members of your group. Our "Booking Your Trip/Tour" documents include important information about your trip and along with your "Tour proposal" outlining your specific package and inclusions, form the basis of the booking contract and are an integral part of these Terms and Conditions.

## EXCURSIONS

Excursions or other tours that you may choose to book or pay for on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. Only excursions specifically shown as an inclusion in our Confirmation Invoice will form part of your holiday package.

## COMPLAINTS AND ABTA ARBITRATION

We hope that you enjoy your tour with us at Absolute Travel and Tours Limited. 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. However, 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. Should you wish to complain to us on your return, then you should do so in writing by registered post within 28 days of your return from tour, giving us all relevant information. 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. Furthermore, we are not responsible for any payments made by you or your group in respect of your tour, or problems that may arise, unless they have been specifically authorised in writing by our Head Office in advance of any such arrangement. 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, go to [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of 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 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.

## 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. A special request is only confirmed once itemised on your Confirmation Invoice. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you. We regret we cannot accept any conditional bookings, 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 which may affect your tour or has any special requirements as a result of any medical condition or disability (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 occurs. You must also promptly advise us if any medical condition or disability 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 decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

## HOTEL, TRAVEL & OTHER SERVICES

All transportation is supplied by Absolute Transport Ltd (which is a wholly owned subsidiary of Absolute Travel) and those suppliers subcontracted by the company. Please note that we do not own the sports clubs, accommodations, or transportations we use or operate and therefore all contracts entered into by us on your behalf for travel, accommodation and other services are subject to any conditions imposed by the suppliers. These conditions may include clauses exempting such persons from liability for injury, loss or damage to persons and property. The 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.

## INFANTS

Infants under six weeks old may not be allowed to fly. Infants no older than 23 months at the time of your return from tour may sometimes travel free of charge or pay a reduced price. No seat on the coach or aeroplane will be allocated to the infant, who shall be required to sit on an adult's lap. Should a seat be vacant, this may be utilised if allowed at your own risk. British registered airlines stipulate that one of the specifically approved car seats be used in this instance. No bed will be

allocated in your accommodation for any infant travelling, so you will need to supply your own travel cot, unless the infant is to share a bed with an adult. Some accommodation suppliers may be able to provide a cot which you should request in advance.

## COACH TRAVEL

Transport is by standard, luxury or executive coach unless otherwise stated. You will be met at your designated pickup point on the UK mainland (or destination airport as appropriate), but additional pickups cannot be guaranteed. 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 to you if the coach has departed. Should this result in your late arrival at an event, then we are not liable to you 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 party to ensure that all hand luggage is 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 packages and personal effects. Absolute Travel cannot accept any 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. You may be refused any form of transportation if 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. The flights we purchase on your behalf are with a variety of scheduled, no-frills and charter airlines, each governed by their own terms and conditions. It is a requirement that our groups check in at least 2 hours prior to the scheduled departure of your flight and it is your responsibility to ensure that all your party are able to do so together before this time. You may be refused boarding should you arrive too late at check-in or should you appear to be under the influence of alcohol. 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. Your seats are not normally pre-bookable. 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 an inclusion on your Tour Proposal. Either way, you will be responsible for your own excess luggage supplements at check-in should you exceed the free luggage allowances quoted to you for your airline. Although handling agents at UK airports have a good reputation, there are occasions when your baggage may be delayed. Please ensure that you have adequate insurance cover for your needs. We shall not be held responsible or accept liability whatsoever for the loss of any contractual obligation 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. In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative, the provisions of "Changes and Cancellations by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 1 week before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions and a significant change has occurred.

## DELAY AND DENIED BOARDING

We regret we are not in a position to offer you any assistance in the event of delay at your outward point of departure. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. Any

airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in "Liability" of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your tour arrangements. 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 EC Regulation 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.

#### **ACCOMMODATION**

Your accommodation will be as advised in the brochure, tour proposal, or other promotional material. Clients must abide by any rules and regulations as may be in force at their accommodation, including regulations regarding the supervision of children. Anyone who leaves the accommodation of their own choosing, or anyone ordered to leave accommodation due to behaviour or other causes must subsequently make their own tour arrangements at their own expense with no recourse to Absolute Travel whatsoever. Your accommodation will normally be ready for you from 15:00hrs on the day of arrival in the resort. On some occasions you will be able to check in earlier so please check with reception on arrival. On departure, you are usually asked to vacate your rooms by 10:00hrs. A damage deposit may be requested by the accommodation, payable directly on arrival. Regardless, the costs of any damages caused should be settled in full prior to departure. If your group will be choosing to camp or use a school classroom at a tournament site as published in the brochure, then you do so entirely at your own risk in every respect, as these options are offered by host clubs and tournament organisers and are not officially approved accommodations. Absolute Travel will not be responsible for the nature of changing and wash room or any other facilities that may be available. You should also pay particular attention to insurance exclusions in terms of loss of personal effects and security issues.

#### **LIABILITY**

(1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible 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:-

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their group 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
- "unavoidable and extraordinary circumstances" as previously defined

(3) 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 where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. 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. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker/tour-participant to refuse to take the holiday/tour in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), 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 (6) below. 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, if we are found liable to you on any basis the maximum amount we will have to pay you is twice 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 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail or carrier, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended with effect from 31<sup>st</sup> December 2012, COTIF, the Convention on International Travel by Rail). Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

#### **INSURANCE**

Travel insurance is not included in our tour packages unless specifically shown as an inclusion in your Tour Proposal and on your Confirmation. Unless included, the cost of travel insurance will be shown as a separate item on the invoice. It is a condition of the contract that you travel with adequate 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 party 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 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. Any accidents or injuries that occur on tour must be reported to us in writing within 7 days even if you do not intend to make a claim. Please read your policy details carefully and take them with you on tour. It is your responsibility to ensure that the insurance cover you purchase, whether from us or from another supplier, is suitable and adequate for your particular needs. We do not check alternative insurance policies. Absolute Travel is an appointed representative of Fogg Travel Insurance Services Ltd. for the sale of travel insurance. Fogg Travel Insurance Services Ltd. is authorised and regulated by the Financial Services Authority.

#### **DATA PROTECTION**

We process all personal information relating to your booking in accordance with UK data protection legislation. Our Privacy Notice is available on our website or you may request a copy at any time. In order to provide your holiday, trip or tour we need to collect data from each person who will be travelling with us. This information may include passport details as well as medical information and dietary requirements as may be required for your booking. By booking with us and agreeing to these terms and conditions you confirm that you have gained the consent of every individual travelling in your group (or from the parents of children under 16 years of age) to disclose their personal data when necessary to allow us and our suppliers to provide you with your holiday, trip or tour. We will not accept liability for any data breaches resulting from your failure to comply fully with this clause. We do not pass on data to third party suppliers for marketing purposes. You may withdraw your consent to receiving marketing material from us at any time. 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.