

## Booking Terms & Conditions

The following Booking Conditions together with our privacy policy (<https://www.absolutetravel.co.uk/privacy-cookies/>) and your booking confirmation and invoice and any and all information that we may send 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 . 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 and, you are considered to have had the opportunity to read these Booking Conditions and agreed to them. Your Contract with us will have been formed when we accept your booking, and we have issued you with a booking confirmation and invoice. 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. 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.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Absolute Travel will be fully responsible for the proper performance of the package as a whole. 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 <http://www.legislation.gov.uk/uk/si/2018/634/contents/made>.

### Your Booking

The group leader must be authorised to make the booking (and any amendments) 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 warrants that he/she is so authorised. The group leader is responsible for making all payments due to us (including, without limitation, deposits, balances, amendment fees or cancellation charges); confirming all individual group members' details to us and for communicating to all group members any and all information issued by us in full including, without limitation, these Booking Conditions which apply to or affect individual group members. The group leader must be at least 18 years of age when the booking is made.

### Governing Law and Jurisdiction

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. 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.

### 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. You may be required to make further deposit payments if pre-advised by us, the sum of which will form the overall deposit ("Deposit"). You must pay the balance by the due date detailed on your confirmation invoice and, in any event, no less than 10 weeks prior to travel. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we shall cancel your booking and we will be entitled to keep all deposits paid or due at the date that we cancel your booking. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown below based on the date that we, at our absolute discretion, reasonably treat your booking as being cancelled. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking in order for the cover to be effective from that time. You will not be covered until the applicable premium has been paid. 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 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.

### Protecting Your Money

We provide full financial protection for our package holidays.

For flight-based holidays we provide full financial protection by way of 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 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 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 holidays that don't include a flight we provide full financial protection by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.com](http://www.abta.com). You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

### Changes / Additions Required 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 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 the cost of the tour for the additional person(s). You may be able to transfer/substitute group members up until 7 days before the date of departure on the condition that the replacement person agrees to the terms of the Contract with us and the suppliers agree to the change. This transfer is subject to an administration fee of £20 per person substituted (plus insurance costs, if applicable). For all changes you must pay all additional charges imposed or incurred by us or our suppliers in making the change. 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.

### **Cancellation by a Group or Individual**

If you wish to cancel your booking, the group leader must notify us in writing by email. 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 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, 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**

Your specific passport and visa requirements, and other immigration requirements, including quarantine on arrival or return, are your responsibility and you should confirm these with the relevant Embassies, Consulates and/or Governments. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, travel or immigration requirements. 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. 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.

### **Responsibilities of Leaders, Staff and Individuals**

The group leader (and other supervisors) is responsible for the supervision of children in the party and for the behaviour of all members of your group. Clients 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. We reserve the right to treat your booking (or part thereof) as immediately terminated by you if we, our directors, the accommodation owner or manager, our employees, our agents or any other person in authority consider your behaviour to be disruptive or inappropriate. Disruptive behaviour shall include being threatening or abusive; taking drugs, smoking or drinking alcohol on board a coach, plane or inside any accommodation (or anywhere else without express permission); damaging property; upsetting, annoying or disturbing any other persons, our staff, suppliers or agents or putting any of them in danger. In this event, no refunds will be made and we and/or our suppliers will not pay, or be liable for, any expenses or costs incurred by you as a result of any such termination.

### **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. In the event that (i) 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 not directly involved in the performance of the package increases, 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; we will charge you the increase in cost or refund you any decrease in cost. However, there will be no change within 20 days of departure. We will absorb, and you will not be charged for, any increase up to 2% of the total cost of your tour, excluding insurance premiums and any amendment charges. Similarly, we will not refund you any decrease up to 2% 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 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). 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 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. 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 and correct errors in brochure and other promotional materials both before and after bookings have been confirmed. We may also need to cancel confirmed bookings in exceptional circumstances, such as unavoidable and extraordinary circumstances. 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.

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 effect 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 destination for the whole or a major part of the time you are away, a change of accommodation to a lower category, 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 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 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) purchasing an alternative tour from us, of a similar standard and price 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 alternative tour we specifically offer you, you may choose any of our other available tours and pay any applicable price increase of any such tour;

(iii) cancelling your tour, in which case you will receive a full refund of all monies you have paid to us.

In the event that you cancel your tour and request a refund we will 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 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. A change of flight time of less than 12 hours, airline, type of aircraft or destination airport will all be treated as minor changes. 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 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, 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" (or events of force majeure). In these Booking Conditions, "unavoidable and extraordinary circumstances" means an event which we or the supplier of the service(s) in question could not, even with all due care, could have been 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; epidemics and pandemics; health risks; unavoidable and/or unforeseeable technical problems with transport; airport, port or airspace closures, restriction or congestion; flight or other travel restrictions imposed by any regulatory authority or other third party and any other action from governments in the UK or overseas (including the UK FCDO advising against all but essential travel to any destination, region or country); air traffic management decisions (that may result in long or overnight delays or cancellations); sanctions; fire; event changes or cancellations and all other events outside our or our suppliers control.

### **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 circumstances beyond our control, 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. Any such cancellation or rearrangement will be treated as a minor change. No compensation will be payable as a result of any cancellation, except if it is as a result of our failure to use reasonable skill and care in making the arrangement. 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. 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. We may, for your convenience, show any such excursion or tour on your itinerary, but we are not responsible or liable for the provision of the excursion or tour or for anything that happens during the course of its provision by the third party operator. Only excursions specifically shown as being included in our Booking Confirmation will form part of your Contract 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. 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 email 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. 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 [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 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.

### **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 reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition, disability or reduced mobility occurs. 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 advise the relevant person against proceeding with their booking or, if full details are not given at the time of booking or the condition / disability develops after booking, advise the relevant person against taking a particular tour if it is not suitable for that person.

## 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.

## 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 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.

## 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 or services 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:

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

(3) We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, without limitation:

- (i) 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 provide or arrange them as part of our Contract; and
- (ii) any activity or 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, standards 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, 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.

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) 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 (6) 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, 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 (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) 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.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) 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 (ii) 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 claims, losses or expenses which relate to any other business (including any loss of earnings incurred by any client who is self-employed).

(8) 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.

(9) Covid-19:

(i) We both acknowledge the ongoing Covid-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

(ii) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(a). If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

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

(ii) If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements under 'Changes/Additions Requested by You';

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

(b). You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

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

## 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 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 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 cover you purchase, whether from us or from another supplier, is suitable and adequate for your particular needs.

## 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 (<https://www.absolutetravel.co.uk/privacy-cookies/>). 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.