

## **Worldwide Caravan and Motorhome Holidays – Booking Terms and Conditions**

Caravan and Motorhome Club are promoting the holiday arrangements to New Zealand, Australia, USA, Canada and Southern Africa on behalf of Worldwide Caravan and Motorhome Holidays, a trading name of Alan Rogers Travel Ltd – whose registered office is East Grinstead House, East Grinstead, RH19 1UA, England – the provider of the holiday arrangements.

By making a booking you will be entering into a contract with Worldwide Caravan and Motorhome Holidays, a trading name of Alan Rogers Travel Ltd, who will also be considered to be the Organiser of your package (when you book a package holiday) in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”).

These Booking Conditions (together with our privacy policy and any other written information brought to your attention before your booking is confirmed) will form the basis of your contract with Worldwide Caravan and Motorhome Holidays, a trading name of Alan Rogers Travel Ltd (hereafter referred to as “we”, “us”, “our”).

Please read these Booking Conditions carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- He/she is over 18 years of age and resident in the United Kingdom (if you are not a resident of the United Kingdom, you must advise us prior to booking) and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

### **1. Making a Booking**

When we receive your booking and all appropriate payments, we will (subject to availability), confirm your booking by issuing a confirmation invoice.

A binding contract between you and us comes into existence when we dispatch the booking confirmation to the party leader. Please check this invoice carefully as soon as you receive it. You must 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 regret we cannot accept any liability if we are not notified of any inaccuracy in any document within seven days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

All documents (e.g. confirmation documents/holiday packs) will be sent to you by post or e-mail. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

If your confirmed arrangements include a flight, we will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within seven days of our sending it out (five days for tickets).

## **2. Payment**

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we may cancel your booking and charge the cancellation fees set out below.

To confirm your booking, you must pay a deposit at the time of booking. The deposit will ordinarily be £750 per person. However, some airlines and other suppliers may require a higher deposit at the time of booking or may require full payment at the time of booking. You will be advised of the exact amount payable at the time of booking.

Full payment of the balance must be received by the 'Balance Due' date shown on your booking confirmation, which will be 12 weeks before your departure date. If full payment is not received by the balance due date, we may cancel your booking and charge the cancellation fees set out below.

When accepting any booking within twelve weeks of the departure date we reserve the right to ask you to pay the full cost of your booking at the time of making the booking.

We accept the following methods of payment: Bank transfer or Visa/MasterCard debit or credit card authorisation.

NB: No confirmations or other documentation will be forwarded until all invoiced balances have been paid.

## **3. Accuracy**

We endeavour to ensure that the tour descriptions, holiday information and prices both on our website and in our brochures is up to date at the time of going to press but it is possible (for example) for a

campsite to change hands or for certain facilities or services to be altered and we therefore must emphasise that the contents of our brochure/website represent the detail available at the time of publication.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of publication, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

#### **4. Insurance**

Adequate travel insurance is a condition of your contract with us. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Failure to disclose relevant information may affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

#### **5. Jurisdiction and Applicable Law**

These terms and conditions are governed by English law and we both agree that any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

#### **6. Definition of Package**

Where your booking is for a Package Holiday that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs") as amended, as outlined in these Booking Terms and Conditions.

A "Package Holiday" exists if you book a combination of at least two of the following separate travel services for the purpose of the same trip or holiday:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our contact centre and selected by you before you agree to pay; or are offered, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

#### **7. Pricing**

Our prices were calculated on the basis of then known costs and exchange rates. We reserve the right to increase or decrease the prices of unsold arrangements at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking.

Once the price of your chosen arrangements has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the price to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to flight cost changes and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

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

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £20. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

Please Note: Many transport operators are now using 'Flexible Pricing'. This effectively means that prices can and do vary on a daily basis for the same arrangements.

Consequently, where we give a quotation for a particular journey, this is only valid at the time of quoting. Any booking made at a later time may be at a different rate. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

### **8. Cutting Your Holiday Short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated

costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **9. Changes by You & Transfers of Bookings**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing or by telephone as soon as possible. This should be done by the first named person on the booking.

Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

#### **Transfers of Bookings:**

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

1. that person is introduced by you and satisfies all the conditions applicable to the holiday;
2. we are notified not less than 7 days before departure;
3. you pay any outstanding balance payment, an amendment fee of £20 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
4. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 10 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

### **10. If You Cancel**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

As we and our suppliers incur costs from the time we confirm your booking, the following charges will apply: If cancellation is received prior to or on Balance Due Date, your deposit will be retained. Except in the case where a non-refundable fare has been booked, when the entire fare amount will be retained. If cancellation is received after Balance Due Date, then the cancellation charges set out in the table below will apply. In the event that only one element of a confirmed booking is cancelled a £50 cancellation charge will be applied to your booking together with all costs and charges as detailed above.

<b>Period before departure within which notice of Cancellation by you is received</b>	<b>Amount of cancellation charge</b>
84 days or more	Deposit only
83-64 days	40% of holiday cost
63 - 43 days	65% of holiday cost
42 – 31 days	80% of holiday cost
30 - 14 days	90% of holiday cost
Less than 14 days	100% of holiday cost

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

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

#### **11. Package Cancellation By You Due To Unavoidable & Extraordinary Circumstances**

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this condition, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This condition 11 outlines the rights you have if you wish to cancel your Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### **12. If We Change or Cancel**

We start planning the arrangements that we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed, and can cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed arrangements after the date the balance of the cost of your holiday is due where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), where we are forced to do so as a result of Force Majeure as defined in condition 13, or where minimum numbers for any tour or other arrangement as advertised in our brochure or on our website, are not reached by 8 weeks prior to the date of departure.

If we make an insignificant change to your holiday, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you.

Examples of “insignificant changes” include the following when made before departure: any change in the advertised identity of the carrier(s), flight timings, and/or flight type; a change of outward departure time or overall length of your holiday of twelve hours or less; a change of accommodation to another of the same standard or classification.

Occasionally, we may have to make a “significant change” to your holiday. “Significant changes” include the following changes when made before departure; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure point to one which is more inconvenient for you.

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) accepting an offer of alternative arrangements from us, of a similar or higher standard, if available (at no extra cost); or
- (c) if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements; or
- (d) Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

In addition to a full refund of all monies paid by you, we will pay you reasonable compensation, in the following circumstances:

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

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

- (a) where we make an insignificant change;
- (b) where we make a significant change or cancel your arrangements more than 56 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see condition 13).

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

### **13. Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Force Majeure. For the purposes of these Booking Conditions, Force Majeure means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control or the control of the supplier concerned. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

### **14. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled and we will have no liability to you if they are not. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

### **15. Disabilities and Medical Problems**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the arrangements in question. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### **16. Complaints**

Where you have booked a holiday with us, please inform the relevant supplier immediately and contact us on 01580 214 089 during UK office hours or in cases of emergency please refer to your travel pack for the emergency contact details of the location you are in.

If your complaint is not resolved locally, please follow this up, ideally within 28 days of your return home, by writing to us giving your booking reference and all other relevant information.

It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.



## 17. Your Behaviour

Please be aware that the booking conditions of our suppliers will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or services in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

In order to maintain the security and safety at all of our sites we prohibit those who have been convicted of, or received a police caution for, a sexual offence (listed in Schedule 3 of the Sexual Offences Act 2003) and have been made subject to the notification requirements under the sexual offenders register or a Sexual Harm Prevention Order. If we are made aware that either yourself or a member of your party are subject to these provisions then we reserve the right to terminate your booking in advance or whilst on site during your stay, without a refund.

## 18. Our Responsibilities to you:

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as amended as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in your confirmation invoice, brochure, website and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice, brochure, website and the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - (c) Force Majeure (as defined in condition 13).
- (4) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
- i. Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Montreal Convention (with respect to air travel) and The Berne/Cotif Convention (with respect to rail travel). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii. Where applicable, in any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii. Where applicable, when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (5) Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice, brochure, website and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package travel arrangements you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this Package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (9) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any printed material we may

produce. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your Package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your trip. For the purposes of this condition, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

### **19. Local Excursions**

Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or 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.

### **20. Financial Security**

In relation to flight inclusive package holidays sold by us, we are required to provide security for the monies that you pay and for repatriation in the event of our insolvency. We provide this security by way of an Air Traffic Organisers Licence (Alan Rogers Travel Ltd ATOL No: 11309) administered by the Civil Aviation Authority. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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

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

We provide financial security for package holidays not including flights by way of by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ.

If you book arrangements other than an ATOL protected flight or Package from us, your monies will not be financially protected. Please ask us for further details.

## **21. Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your holiday. If you or any member of your party haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your arrangements but preferably as far in advance as possible. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>

Special conditions apply for travel to the USA (including in transit to New Zealand), and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk).

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/foreign-travel-advice> and <https://www.gov.uk/travelaware>

**Non British passport holders**, including EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

**Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States.** There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. You can find UK Government information from the Foreign, Commonwealth and Development Office here: <https://www.gov.uk/foreign-travel-advice>

## **22. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### **23. Delays, Missed Transport Arrangements and other Travel Information**

If you or any members of your party miss your flight or other transport arrangement, if it is cancelled or if you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We are not responsible for any flight that you do not book through us. In the event that you make such a booking with another supplier, please read those terms and conditions carefully. You may have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Contact your airline(s) or the third party you made a flight booking with for more information.

Please note, where you have booked transportation separately and delays etc. affect the booking made through us, this does not give you the right to claim a refund for any nights missed nor amend your booking with us. Reimbursement in such cases is the responsibility of your transport arrangement and will not automatically entitle you to a refund of your holiday price from us. A delay or cancellation to your transport arrangement does not automatically entitle you to cancel any other part of your itinerary with us even where those have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the Force Majeure reasons set out in condition 13 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/> detailing air carriers that are subject to an operating ban within the UK.

### **24. Prompt Assistance for Packages**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we or our suppliers will provide you with

appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### **25. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

#### **26. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see Condition 13).

#### **27. Data Protection and Privacy**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/ dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will also use the information for marketing purposes. Should you not wish to receive further information from us in the future, please advise our reservations staff at the time of booking.

Please see our data protection and privacy policy <https://worldwide.alanrogers.com/about/data-protection> for full information regarding the way in which we use and store your personal data.

#### **28. ABTA**

We are a Member of ABTA, membership number P7119 and Y6434. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. 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) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).