

# Booking Conditions

## A&K Villa Rental - Inclusions

The A&K villa rental includes, unless otherwise stated:

- Villa rental on an exclusive basis
- Utilities (gas, water, electricity)
- Towels, pool towels and bed linen as standard
- An A&K Local Representative will arrange to meet you on your arrival weekend and is then on call 24/7 in case of emergency. In some cases an A&K Representative is not required as the villa will have its own competent, local manager. All A&K clients are able to call an A&K emergency Duty Manager.
- Comprehensive information pack
- Local taxes and administration charges.
- Villa's own services - please check what additional services are provided as standard with a particular property - maid service, usage of air-conditioning, central and pool heating and other services can vary from property to property.

## A&K Villa Rental - Exclusions

- Cost of obtaining passports and visas, meals, beverages or sightseeing not specified above, gratuities for staff, personal expenses such as telephone / internet charges and laundry, cook / nanny, cot linen, heating and / or air-conditioning (unless indicated otherwise), pool heating (unless indicated otherwise), travel insurance, excess baggage charges, airfares or airport taxes, optional activities, ski lift passes, ski equipment rental, anything not specifically included in the inclusions list, any Government levies or taxes introduced after the publication of the relevant brochure and website, car rental or transportation to and from the property.
- Note: Telephone, internet, fax, heating, air-conditioning and pool heating charges are charged separately and will be payable locally on departure. Payment can be made by credit card if preferred.

## Extra Services

Our Abercrombie & Kent Villas team will be happy to arrange further services, sightseeing and activities according to request. It is strongly recommended that any extra services are booked well in advance of your holiday to avoid disappointment. A minimum of 8 weeks is recommended. Please note that all additional services pre-booked and pre-paid are subject to 100% cancellation fees. The cost of any services that are booked in advance and to be paid locally (e.g. local cook service) must also be paid to the local suppliers in the event of client cancellation. Any unpaid services will be charged from the credit card provided for the security deposit.

## Childcare

While Abercrombie & Kent has a policy not to recommend or endorse child care or babysitting providers, we do understand that these are fundamental requirements which many of our clients request when taking a villa holiday. As a result of safety and security concerns which all clients have when sourcing child care or babysitting providers, we prefer clients to make themselves comfortable with and to carry out their own checks on such providers. What we are sometimes able to do is provide a list of child care and babysitting providers in the area of the villa where we have been able to identify such services exist. However, it is important that it is recognised and understood that we have not carried out any checks whatsoever, we do not recommend any baby sitting or child care providers and we accept no liability for the use of any child care and babysitting providers set out on any list we may provide.

When at a property, should clients decide to enter into arrangements with the local staff at the villa, any such arrangements are made entirely at the client's discretion and A&K does not vet or check local staff for suitability for providing childcare and therefore cannot accept any responsibility or liability for such arrangements.

### Food shopping

Before you leave home, you will receive a list of food and household items which may be pre-ordered to facilitate your arrival, payable to your local representative. Please note that there is a service charge for this service. The cost of the purchased items is payable upon arrival at the property in cash. If you are celebrating a special occasion, you may like to book a Celebration Hamper. The contents can be tailored to your taste and the occasion but suggested inclusions are champagne, truffles, cheeses, locally produced cured meats, fine wine and chocolates. Hampers are available from €100.

### Minimum Letting Periods

During high season, the minimum letting period for a villa is seven nights. However, in low and mid season, some villas may be rented for shorter stays. Please contact us for details. Most villas are predominantly available for rental from Saturday to Saturday. Any villas with an alternative start day will be signalled at time of booking. Certain properties are only available for a minimum rental period of two weeks or longer. If this is the case for the property you have chosen, this will be brought to your attention at the point of enquiry.

### Your Safety & Protection

The safety standards and regulations are those of the country you are visiting. As a result, please be careful when in unfamiliar buildings or surroundings, and get to know the escape route from your property in case of fire. Properties may include "hazards" such as open staircases, unfenced areas, mezzanines, open drops etc, and it is imperative that your party take responsibility for their own safety.

As with all rental properties in prime locations there may be a small risk of burglary. We ask all Villa Owners to provide all Villas with suitable security measures, however, it is your responsibility to ensure the available measures are used when necessary, including when leaving the property, when spending time in the pool or rear gardens and overnight. This may include, where available, locking doors, closing and securing shutters, securing valuables in a safe and setting security systems.

Abercrombie & Kent Villas cannot accept any responsibility for any loss resulting from failure to follow these steps. Any valuables left at the property are left at your own risk.

Please note that in some properties, surveillance cameras and security equipment may be installed inside and/or outside the property, which may have the capability to stream or record images and sound. If you have any concerns or issues with this, you must inform our team before your trip. Neither Abercrombie & Kent Villas nor the property owner nor our agents can take responsibility for any loss or damage.

### Swimming Pools

The majority of our properties have swimming pools, which are not manned. Some swimming pools have safety features such as pool alarms, covers and fences, but not all. Please familiarize yourself thoroughly with the depth of the pool and how to get out, and exercise safety and caution at all times, especially with children, non-swimmers and if diving. Children and non-swimmers are your responsibility at all times. Swimming pools are usually not available in low season. If your rental falls within this season please check with us that the pool is open. The maximum heated pool temperature is 24 degrees Celsius (unless otherwise specified) and is subject to weather conditions. Pool heating is included in some villa rentals and charged at a supplement at others. Please see the relevant property web pages for details. Where pool heating is charged at a supplement, this is payable locally.

### Arrival & Departure Times

To allow time for cleaning, we would ask you to arrive only between 4pm and 7pm on the first day of your stay, and to vacate the property by 10am on the departure day unless otherwise specified. If your arrival is delayed please contact your A&K Host immediately.

### Telephones / Internet

Telephone and internet arrangements vary from property to property and are sometimes metered (charges payable locally on departure). In some cases there is no landline telephone and due to the rural nature of many of our villas, cell telephone networks may be weak or non-existent. Your Villa Welcome Book will provide further information on telephone usage at your villa.

There may be occasions when internet service is interrupted and whilst every effort will be made to resume the service, please note that Abercrombie & Kent Villas cannot be held responsible for loss of internet access (or the consequences of loss of access) during your holiday.

### Pets

Pets are generally not permitted but please check with your Abercrombie & Kent Villas Consultant at time of booking.

### Local Wildlife

Please note that the majority of our villas are located in rural areas, where wildlife such as animals and insects are as natural as part of the landscape as the grass and the trees. It would not be particularly unusual to encounter animals, such as rodents, deer, goats, cats (stray or belonging to nearby locals), or insects such as wasps, bees, flies, ants or scorpions and spiders. Insects and animals can be attracted to swimming pools, nearby streams or ponds, local vegetation or sometimes food left out following an al fresco meal. We would urge you to keep doors and windows closed as far as practicably possible and to clear all remains of food following an outdoor (or indoor) meal. Please do not purposefully feed any local animals - it will encourage them to return and they may not be so welcome to the next guests. Please note that A&K Villas cannot be held accountable for the presence of animals or insects at the villa you choose. If you suffer allergies triggered by animals, please let us know before booking - whilst we cannot guarantee animals will not be present, we can recommend villas where the possibility is lessened (for example where we know owners have not kept animals).

### Vehicles

If you are intending to take or rent a sports or low slung car on holiday, we advise you to check at time of booking whether the access to the property allows for such a car. Please note that many of the properties are located along uneven roads. These are passable using conventional vehicles, but it is worth considering carefully the model of vehicle you choose to drive. Your Abercrombie & Kent Villas Consultant will be able to advise you on this.

### Facilities For Infants

All properties will contain at least one cot and one high chair. If you require more facilities, please advise us at time of booking. A small charge to supply additional facilities may apply.

### Weather

We can arrange a lot of things at A&K Villas, but sadly the weather is not one of them. A&K Villas cannot be held accountable for adverse weather conditions or the consequences of adverse weather. No refunds will apply in the cases of no sunshine, no snow or other adverse weather conditions.

### Smoking

Our Villa owners request that guests refrain from smoking inside the villa and ask that cigarette ends and ash are disposed of carefully away from the villa grounds.

### Booking process

(a) Options: We will be happy to hold a property on option for a maximum of five working days. If during that time, we receive a request for the same property, we will contact you immediately to indicate that you must make your booking and pay your deposit within 48 hours. All options will expire after seven days without notification.

## **Booking Terms & Conditions**

Your contract is with Abercrombie & Kent Villas, a trading name of Abercrombie & Kent Limited 'the Company' of St George's House, Ambrose Street, Cheltenham, Glos. GL50 3LG which is registered in England under company number 1082430. The following conditions, together with our privacy policy, the relevant information set out on this website and any other written information we brought to your attention before we confirmed your booking, will form the basis of your contract with the Company. Please read them carefully before you book.

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

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information 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);
- c. he/she is over 18 years of age and resident in the United Kingdom 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;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**PLEASE NOTE : Our obligations to you will differ depending on what services you book with us and whether or not they create a Package. We have tried to set out our obligations as clearly as possible below.**

Where your booking is for a Package, 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")

A "Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday.

(a) transport (eg flights); or

(b) accommodation; or

(c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and

(d) any other tourist service not intrinsically part of one of the above travel services, provided that those travel services are purchased together from a single dealing with us and selected by you before you agree to pay; or are advertised or sold under the term “package” or a similar term.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service as listed (a) - © above, combined with one or more tourist services as listed at (d) above, this will not create a package where the tourist service;

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent an essential feature of the package; or
- Are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Component” bookings and will not be afforded the benefit of the rights under the PTR’s.

**Certain Clauses in these booking conditions only apply where you purchase a Package. Where that is the case, we have added a note to make this clear**

## **1. Booking Procedure**

(a) To secure your booking we require a minimum deposit of 30% of the total booking cost or such other amount as advised by the company. If you are booking within 10 weeks of departure, then full payment is required at the time of booking. Payment can be made by bank transfer, cheque in favour of Abercrombie & Kent Villas Limited (in US dollar, GBP sterling or Euro) or by most major credit cards. If for any reason we do not accept your booking your deposit will be returned. Some suppliers and holidays over peak seasons may require higher deposits at the time of booking. You will be notified of these requirements before you pay your deposit.

(b) Special Requests, such as diet, a particular facility or flight seat which are an important factor in the choice of your holiday, should be indicated in writing at the time of booking. We will pass your request on to the villa but cannot guarantee that it will be accommodated. We will also pass on any dietary requirements to airlines but we recommend that you check directly with the airline once your tickets have been issued. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. The provision of any special request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met. All special requests must be made at least eight weeks prior to departure.

(c) On receipt of your correct deposit we will book your arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

(d) Many airlines now require the full name of all passengers travelling. Where you book flights with us, we will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

(e) It is important for you to check the details on the Confirmation Invoice, and ATOL Certificate where applicable, as soon as you get it as this sets out the services we have agreed to provide. In the event of any discrepancy please contact us (or if you booked via an authorised agent of ours, that agent) immediately. If you arrange your holiday direct with the Company all correspondence and other communications will be sent to the address person who made the initial payment unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(f) If your booking is made through a travel agent, the Company will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Company until such monies are forwarded to the Company.

(g) The final balance is due no later than 10 weeks before departure. If this is not paid in time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 2 below will become payable.

(h) Your holiday documents, including a detailed Welcome Book of the property, directions and emergency contact details, will be dispatched to arrive with you no later than approximately 14 days prior to your departure.

(i) Security Deposit - As a condition of your booking we shall also ask you to lodge a Security Deposit at the point of making a booking amounting to 20% of the total holiday price (or higher if required by the villa owner or for stays of three weeks or longer). This is to protect the property owners for the cost of any damage or loss caused by wilful or accidental damage by members of the party that may occur during your stay or for any unpaid charges or fees incurred. The Security Deposit is taken as a credit card pre-authorisation given at the time of booking. If the property owner does not advise us within 30 days of any claim they have in respect of damage, loss or unpaid amounts this security deposit will be destroyed.

It is essential that you reconcile any damages or extra costs incurred with villa owners or agents prior to departure from the property, as you authorise Abercrombie & Kent Villas to automatically debit your security deposit to the value instructed by owners or their agents for any such charges. Abercrombie & Kent Villas are unable to enter into negotiation on your behalf where such charges are not agreed with villa owners or agents prior to your departure from the property. We ask you to remember and respect the fact that Abercrombie & Kent Villas are privately owned residences.

## **2. Amendments & Cancellation**

### **(a) Amendments by you**

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing and signed by the person who made the initial payment. If it is possible to make the amendment, it will be subject to an amendment

charge of £50 (or equivalent in Euros or US dollars) per booking, together with all other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a booking, it will not be possible to make changes within 28 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2 (b) below will apply dependent upon the conditions imposed by our suppliers.

If you wish to change your arrangements whilst on your holiday, all costs are payable by you.

#### Transfers of Bookings

If you are prevented from taking your holiday, it may be possible to transfer your booking to a person acceptable to the Company, (but it should be noted that some suppliers consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service) provided that:

- (i) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- (ii) we are notified not less than 7 days before departure;
- (iii) you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- (iv) the transferee agrees to these booking conditions and all other terms of the contract between us.
- (v) flight tickets may not be able to be transferred in which case a replacement ticket for the transferee would need to be purchased.

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 clause 2(b) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

#### (b) Cancellation by you

All cancellations must be advised in writing, signed by the person who made the initial payment and sent to the Company at St George's House, Ambrose Street, Cheltenham, Glos. GL50 3LG. Cancellations are effective on the day they are received by the Company. Recorded delivery is strongly recommended. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation.

#### Written advice of cancellation received

Days prior to Departure Date % of Total Holiday Cost

71 days or more (10 weeks) Loss of deposit

70 days or fewer 100% of total holiday cost



During holiday 100% of total holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

**Important 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.**

Please note that at certain times of year, peak season, stricter cancellation conditions may apply. Any such revised conditions will be notified to you prior to booking.

We strongly recommend that you secure adequate travel insurance, as per clause 6 below.

(d) Cancellation by You due to Unavoidable & Extraordinary Circumstances:

**Important Note: this section (d) only applies where you book a Package. It does not apply where you only book accommodation with us.**

Where you book a Package holiday with us, 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 and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “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.

(e) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative this will be subject to the cancellation terms within these booking conditions. If the alternative booking requires a greater deposit than has already been paid (after deducting cancellation fees) then the balance between what is required as a deposit and any sums already paid becomes due.

(f) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion, cruise or other additional services may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

(g) Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has

been issued, the Company makes every effort to operate all holidays as advertised. We plan arrangements a long time in advance of your holiday using independent suppliers such as villa and apartment owners, local transport operators, vehicle rental agencies and guides, over whom we have no direct control. In very rare circumstances, the Company may have to modify a holiday before you depart and we reserve the right to make such changes.

Most of these changes are insignificant. If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent 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 alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard and changes of carriers.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure: a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city), a change of destination or a change to a lower standard accommodation, and/or price. If we have to make a significant change we will tell you as soon as possible and if there is time to do so before departure, we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable holiday, or you may cancel and receive a full and prompt refund. If you choose another holiday which is cheaper, the Company will make the appropriate refund.

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.

If you cancel and receive a full refund following a significant change made for any reason other than Force Majeure or Low Bookings you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

***Compensation when Notification of Change is sent***

Days prior to Departure	Compensation Per Person
From 70 days prior	£10
29 - 42 days prior	£20
15 - 28 days prior	£25
0 - 14 days prior	£30

\*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 70 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;
- g. where we cancel due to Low Bookings.

Force Majeure has the meaning set out in clause 16.

'Low Bookings' means that an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form.

If there is an insignificant change before you depart (that is, any change not included in the definition of a significant change set out above), the Company will try to notify you, although it is not obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of Force Majeure) or, alternatively, you will be returned to your point of departure and the company will, where appropriate, pay compensation. No compensation is payable in the case of Force Majeure.

(f) Cancellation by the Company

We reserve the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your holiday less than 10 weeks before your departure date, except for reasons of Force Majeure or failure by you to pay the final balance or Low Bookings. If you fail to pay the balance of the holiday price at least 10 weeks (70 days) before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out in clause 2(b). If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid. In addition, unless the cancellation has been caused by force majeure, failure to pay the final balance or Low Bookings, the Company will pay you compensation as set out in clause 2(g).

### **3. ABERCROMBIE & KENT PRICE POLICY**

(a) We reserve the right to alter the prices of any of the holidays shown in our brochure or on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay a deposit, normally 30% of the booking cost, although it may be higher depending on the arrangements booked. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

(c) In respect of any booking covered by our ATOL, any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

(d) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(e) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown in a brochure or online. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We do have to reserve all our rights in a situation such as this which may include cancelling a holiday if the actual price applicable to the holiday is not acceptable to you. We will of course allow you to amend your holiday with us, if you so wish, to an alternative holiday at the correct price.

(f) We reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- a. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b. the level of taxes or fees chargeable for services 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
- c. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

(g) 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. 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.

(h) 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 £50. 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.

(i) 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.

#### **4. Responsibilities of the Company**

(a) For accommodation only bookings, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We do not own any of the properties which we market and sell and we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, any liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents, would rest with the suppliers/ subcontractors.

**(b) Important Note: this section (b) only applies where you book a Package. It does not apply where you only book accommodation with us.**

Where you book a Package, 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 set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. The descriptions, information and opinions given in our brochures or on the website by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing. The Company accepts liability for any loss you may suffer if due to fault on our part, or that of our agents or suppliers, any part of the holiday arrangements you book with the Company before your departure is not as described in our brochure, on our website, or itinerary or not of a reasonable standard and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday, in such circumstances 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 Company limits its liability in respect of these claims to a maximum of three times the holiday cost. Subject to the conditions set out below, The Company also accepts liability if you or any member of your party suffers death or personal injury as a direct result of the negligence of the Company or its suppliers. However, these acceptances of liability do not apply if there has been no fault on the part of the Company or its servants, agents, or suppliers or if, the loss, death or personal injury suffered is attributable to (i) your own acts or omissions, (ii) the acts or omissions of a third party not involved in providing the services which make up your holiday and which were unavoidable and extraordinary or (iii) Force Majeure. In addition, where claims do not involve personal injury or death, they are also conditional upon you following the procedures for notification of complaints set out in clause 11, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company's liability. Nothing in the above shall limit or exclude the Company's liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

**(c) Important Note: this section (c) only applies where you book a Package. It does not apply where you only book accommodation with us.**

If you suffer death, injury or illness during your Package arising out of an activity which does not form part of the inclusive arrangements booked with the Company, the Company will offer assistance where appropriate and in its sole discretion. This assistance must be requested within 90 days of your

misadventure and will be limited to general advice and/or assistance with legal fees up to £5,000 per party, such contributions to be repaid to the Company out of any judgment or insurance payment you subsequently obtain.

(d) For all bookings made with us, the suppliers/subcontractors and properties we select to market and sell are of a certain standard which we consider suitable to be associated with our brand. Many of these properties come with a high number of amenities and are also located in remote regions. Notwithstanding the high standards we expect from our suppliers/subcontractors and the properties we select, unexpected breakages, breakdowns and faults may occur in one or more of the amenities provided on the property notwithstanding regular servicing and maintenance. We will endeavour at all times to ensure our suppliers/subcontractors repair and replace any faulty amenities in the fastest time possible using reasonable endeavours however, we cannot be held liable for breakages, breakdowns and faults and we will not provide compensation in the event such breakages, breakdowns and faults occur.

(e) 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:-

(i) the act(s) and/or omission(s) of the person(s) affected;

(ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(iii) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(iv) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(f) The Company's liability to compensate you and the amount of such compensation is subject to the following limitations. First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected. Second, if any failure in your holiday arrangements relates to, or if you or any member in your party is killed, injured or becomes ill during or as a result of, carriage by aircraft, ship, train or coach forming part of the holiday arrangements booked with us before your departure from the UK, our liability to pay compensation and/or the amount of compensation we will pay is limited as if we were the carrier under any international convention which governs such services. International Conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne/Cotif Convention 1980; and in respect of carriage by road the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to you and limit compensation under international conventions.

(g) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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.

(h) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you.

(i) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised by us. 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.

(j) The descriptions, information and opinions provided by the Company in respect of the villas, apartments and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing.

(k) Our acceptance of liability is also conditional upon you following the procedures for notification of complaints set out in Clause 11, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company's liability.

(l) We cannot be held responsible for the failure of public utilities such as water, gas and electricity. We can also not accept any responsibility for any problems that you encounter in connecting to the internet, for any reason. We would ask clients to advise their local representative as soon as they are aware of any such problems, and, whilst every effort will be made to repair / replace as quickly as possible, this cannot be guaranteed due to the location and style of the properties, as well as the technical variability and potential incompatibility of networks, hardware and software.

(m) Our suppliers (such as transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

(n) If we make any payment to you or any member of your party for death, personal injury or illness, you must co-operate fully with us in seeking recovery of any payment we make.

(o) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Abercrombie & Kent Villas has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. You must have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to above.

(p) We can accept no responsibility for the existence or occurrence of animals or insects in or around villas.

(q) Nothing in the above shall limit or exclude the Company's liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

**(r) Important Note: this section (r) only applies where you book a Package. It does not apply where you only book accommodation with us.**

Where you book a Package with us and 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. If the circumstances continue beyond a three night period our responsibility under this clause will cease and you will need to claim upon your travel insurance where you are able to do so. 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 holiday. For the purposes of this clause, "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.

## **5. Your Responsibilities**

(a) Make yourself travel aware - Before making a booking, please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under and the government of your destination.

Also ensure you make yourself familiar with the Foreign & Commonwealth Office advice on staying safe and healthy on your trip – [www.gov.uk/travelaware](http://www.gov.uk/travelaware). Advice can change, so always check regularly for the latest updates.

(b) If the Foreign Office advises that people should not visit a particular country, we will act on this advice. US residents who are planning a holiday with us should be aware that the US State Department issues a travel warning when, based on all relevant information, it determines that Americans should avoid travel to or within a certain nation. The State Department maintains a list of nations under a travel warning on its website at: [http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html). American travellers are advised to check this before making a booking.

(c) In the event of active government advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the traveller assumes all risks of loss, personal injury, death or property damage from any event that may arise out of or associated with the travel advice or warnings given. The Company strongly recommends you do not travel against Foreign Office Travel or US State Department Travel advice and warnings as they are given for your safety and security.

(d) It is important that you check the details on your Confirmation Invoice when you receive it. In the event of any discrepancy, you should contact the company or your travel agent.

(e) General information concerning passport, visa and health requirements applicable to UK and US Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before departure. Most countries require that passengers' passports are valid for at least six months after the completion of their journey, and/or contains blank pages (for



visas). Please visit [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for advice by country. Some destinations also require visas and additional documentation and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel, please [click here](#) to visit Visa Central. You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. We recommend that if you are travelling with a child (particularly one that does not share your surname or if travelling without one or both parents), you check the entry requirements for your destination. Certain countries have introduced additional requirements, such as documentation that proves your relationship to the child as well as documentation that proves you have permission to travel with them. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country due to non-compliance with these requirements. Please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under and the government of your destination for further details. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa or immigration requirements.

(f) Where you have failed to comply with any guidance issued in respect of Brexit, including the changes to the validity of passports and changes to the pet passporting scheme, which affect your booking then we cannot be held responsible for this. Any resulting amendment or cancellation will be treated as an amendment or cancellation at your request and the relevant sections of these booking conditions will apply.

(g) Where you book flights with us, approximately 7 days before departure you will receive your flights tickets. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24 hour clock system, may have been adjusted since you received your Confirmation Invoice.

(h) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

(i) All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any person in authority your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to

make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. 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.

(j) If you lose, or have stolen, any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

(k) Linen is included in all our villas but it is advisable to take beach towels and cot bedding. Linen is normally changed once per week.

(l) Only those persons named on your booking confirmation may use the property without prior arrangement. The number of people staying at the property must not exceed the number of sleeping places indicated in our documentation or proposal except in the case of infants under two years. Some properties will limit the number of infants allowed under two years. Should you over-occupy the indicated sleeping places without previous agreement further charges may be levied or occupancy of the villa may be terminated without refund.

(m) Photography or film taken at villas cannot be used for commercial use or sold for profit without the authorisation of The Company.

(n) The lead name on your booking is responsible for the correct behaviour of the party. Should you or your party not behave in such a manner the villa keyholder may at his absolute discretion ask you and your party to vacate the villa without refund of the price paid.

(o) The property will be clean at the beginning of your rental period and you must leave it clean on your departure, in accordance with the guidelines provided in the welcome book.

(p) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. You are required to report any damage to the property owner, guardian or agent, and to bear the cost of repair or replacement. Extra charges for cleaning will be payable if you do not leave your rental property as you found it. Should you fail to agree and make such payment at the time the charges and/or costs are incurred or prior to your departure, you will be liable to reimburse us for these and you authorise the Company to automatically debit your security deposit to the value instructed by the supplier for any such costs and/or charges.

## **6. Insurance**

We cannot emphasise enough the importance of purchasing comprehensive travel insurance prior to date of travel. This insurance should be commensurate to the value of your booking, and cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

## **7. Airlines and Other Suppliers**

(a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the suppliers' liability. (Copies are available on request - please allow 28 days). Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports, and will also be available from your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from the Company. Your rights to compensation from the Company is set out in clause 2(e). If your airline does not acknowledge your rights, you should complain to the Civil Aviation Authority at [www.caa.co.uk](http://www.caa.co.uk).

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) As airlines regularly overbook, we recommend that you check in on-line as soon as you are notified by the airline that check-in is available or 24 hours before departure. If you do not check-in online or unable to, we recommend that you arrive at the airport 3 hours prior to departure as airlines have been known to re-allocate seats in the event of late arrivals. The Company is unable to check you in and it is your responsibility to ensure that you are checked in within the appropriate time. The Company is not responsible or liable if you are downgraded an airline class as a result of the airline overbooking the class in which you are booked. Seat reservations are at the discretion of the airline and may be changed at any time without notice.

(d) The majority of airlines have introduced a total smoking ban on most or all of their flights. Please ask before booking if this information is important to you.

(e) The European Commission publishes a list of airlines that are subject to an operating ban within European air space. To view the list, go to [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm) or search for "banned airlines" at [www.europa.eu](http://www.europa.eu).

(f) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use suppliers equipment otherwise offered free.

## **8. Excursions**

Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions. The Company will, at its discretion offer advice, guidance and assistance if you or any member of your party suffer death, illness or injury arising out of an activity which does not form part of your holiday with the Company, or an excursion arranged locally. Where legal action is contemplated and you want the Company's assistance, you must obtain the Company's written consent prior to commencement of proceedings. The Company's consent will be given subject to you undertaking to assign any costs, or

benefits received and any relevant insurance policy to the Company. We limit the cost of the Company's assistance to you or any member of your party to £5,000.

## **9. Data Protection**

(a) 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 your name, and 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, apartments, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. Please note that where information is also held by your travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this please contact the Company during normal working hours.

(b) The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory and business requirements this information will be securely deleted as soon as it is no longer required. However, it is necessary for the Company to retain your debit/credit card details for a reasonable period of time after the conclusion of your holiday, and you consent to such retention, in the event that any costs referred to in clause 5(l) above are incurred and you fail to settle these directly with the supplier, in order that the Company can debit your card for the relevant amount. This will be reviewed on a regular basis to ensure that the information is not kept longer than is strictly necessary for the purposes set out above.

(c) Further information can be found in our Privacy Policy, which forms part of your contract with Abercrombie and Kent Villas. Copies are available on our website or on request.

## **10. Illness And Disability**

If you or any member of your party suffer from a disability or other medical condition you must tell us before you book. Abercrombie & Kent Villas is happy to give you advice and to try to assist you in choosing a holiday that will meet your requirements. Air travel can cause problems for some people with circulatory or bronchial problems, such as deep vein thrombosis. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure. Medical facilities may not be readily available. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose. 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.

#### **11. If You Have A Problem**

(a) If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the property or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

(b) In the rare event of a dispute which cannot be amicably settled, it may (if you wish) use ABTA's approved Alternative Dispute Resolution (ADR) scheme, available through [www.abta.com](http://www.abta.com) which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Centre for Effective Dispute Resolution (CEDR). The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on holidaymakers in respect of costs.

#### **12. Governing Law**

This contract and any matters arising from it are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

#### **13. Rental Property Descriptions**

Every effort is made to ensure that the details, description and prices contained in company literature is correct, based on inspections, and information passed to the Company by its suppliers. However changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

#### **14. Financial Protection**

**Important Note: this clause 14 only applies where you book a Package. It does not apply where you only book accommodation with us.**

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 2881, 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 product 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

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

We provide full insolvency protection for our non-flight package holidays and villa only bookings by way of a bond held by ABTA Limited of 30 Park Street, London, SE1 9EQ. Our ABTA number is V6398. Please visit [www.abta.com](http://www.abta.com) for further information.

## **15. Prompt Assistance**

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 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.

## **16. 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 or our supplier's 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 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 or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we may treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **17. ABTA**

We are a Member of ABTA, membership number V6398. 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).