

## BOOKING CONDITIONS

These Booking Conditions together with the general information set out above form the basis of your contract with International Travel Connections Ltd of Bridgetown House, Lower Bridge Street, Chester, United Kingdom, CH1 1RU company registration number 01030986 trading as Spectate Travel ("the Company", "we", "us" and "our"). They only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated. In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. Please note that the booking of villas, cruises and yachts are governed by separate Booking Conditions and will be supplied at the time of booking or on request. The Booking Conditions describe your obligations to the Company and the obligations of the Company to you. Please read them carefully.

### 1. YOUR RESERVATION

To make your reservation, please call us and one of our expert Travel Specialists will provide you with first-hand information on your chosen destination. You must then confirm your booking, either:

- By telephone - your Travel Specialist will re-iterate all aspects of your itinerary, ask you to provide details\* from the passports of each person travelling and confirm that you have read and agreed to our Booking Conditions. You will then be asked for payment of the required 15% deposit, plus any supplementary amounts necessary to guarantee the price or full payment if booking after balance due date. You can pay by cheque, debit/credit/charge card or by bank transfer (details on request). You will be required to complete our Booking Form and email, fax or post it to us, so that we can check that all of your details and requirements are accurate. Incorrect information supplied will be subject to amendment charges as stated in Clause 6 (1). A contract between us will come into existence when we despatch our confirmation invoice to you to confirm your booking.

- By post, fax or e-mail - complete and sign the enclosed Booking Form and send it to us with the appropriate payment. We will send you a confirmation invoice and a contract will exist between us once this has been despatched to you.

When you seek to make a booking after balance due date, full payment of your holiday will be required by the quickest method of clearance. The lead passenger name should be the person who has confirmed the booking/signed the Booking Form. We treat the lead passenger as having the authority to book the holiday on behalf of all passengers.

For all bookings where only a deposit is paid at the time of booking, the remaining balance must be received by us ten weeks prior to departure (12 weeks for December departures), unless otherwise stated. Non-payment or late payment of your outstanding balance may result in your booking being treated as cancelled by you, in which case, the cancellation charges set out in Clause 6 will be incurred. Contact us immediately if any information which appears on the confirmation invoice 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 inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). 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. If you book through one of our authorised travel agents, please note that all monies paid to your travel agent for a holiday which does not include any flights are at all times held by the travel agent on behalf of the Company.

For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

\*Information required prior to flight check-in for some destinations.

### 2. PRICE POLICY

We reserve the right to vary the price of unsold arrangements and to correct any errors of which we become aware at any time. Please check the up to date price when booking. You will be advised of the applicable price before your booking is confirmed.

A) Price Guarantee - The price of your holiday will be guaranteed and not subject to any surcharge if you pay in full at the time of booking. When full payment is received by International Travel

Connections Ltd within seven days of the date shown on your confirmation invoice, we will guarantee that the price of your holiday will not change. B) Price Revision - When clause 2A) above does not apply then once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes, embarkation or disembarkation fees at ports and airports, tourist taxes and exchange rates mean that the price of your travel arrangements may change after you have booked.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 7 "Alterations and Cancellations by the Company". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

Where applicable you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option b) or c) as set out in clause 7 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

### **3. INSURANCE**

We believe that it is essential to take out comprehensive travel insurance when you go on holiday and we strongly recommend that to do so is in your interests and those of your family.

We also ask that you provide us with the details of your insurer, the policy number and the emergency contact details to assist you in the event of an accident or emergency abroad. It will be necessary for you to comply with the requirements of the policy in the event of a potential claim; e.g. reporting a theft to the local police. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

### **4. BROCHURE & WEBSITE ACCURACY**

The descriptions in our brochures and on our websites may be prepared many months in advance but is believed correct to the best of our knowledge at the time of printing or publication.

The availability of services and amenities may be affected by local conditions, such as inclement weather or the season. Suppliers of accommodation, transport and recreational facilities can make changes with no advance notice to us. When we become aware of any significant changes, we will advise you or your travel agent at the time of booking or, if after booking, as soon as possible before departure. The provisions of clause 7 will apply when a significant change is notified after the booking.

### **5. PROVISION OF TRANSPORT & ACCOMMODATION**

The various carriers who provide transport as described in our brochure and on our website have their own terms and conditions. International and sometimes national travel is subject to international conventions and regulations (such as EU regulations). The carriers' terms and conditions may limit and/or exclude the supplier's liability to you, usually in accordance with applicable international conventions or regulations. For more information on these, see Clause 10(ii)f). Air travel is also subject to the operational decisions of air carriers and of airports, which may result in delays, aircraft being diverted or schedule changes over which the Company has no control. The Company can provide you with copies of all relevant conventions,

regulations and conditions upon request. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) (including any connecting flight or transfer) at the time of booking.

Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. Due to the flexible itineraries that we offer, we are not in a position to state these facts in our brochure and on our website. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Due to the nature of the airline business, on rare occasions flight delays regrettably do happen. In such an event, while we will work with the airline to ensure any delay is a short and comfortable as possible, it remains the airlines responsibility to look after you. Depending on the length and cause of the delay, meals and accommodation and/ or compensation may be available. See Airline Delays and Passenger Rights in the general information above. Our brochure and website detail our sole responsibility. They are not published on behalf of and do not commit any independent organisations/carriers whose services are featured in it.

### **6. ALTERATIONS AND CANCELLATIONS BY YOU**

(i) Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50 per booking, or £100 per booking if the amendment is made within 46 days of departure, will be payable together with 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. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure.

Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £100.00 must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

(ii) Should you or any member of your party need to cancel your holiday, the lead person who made the booking and/or signed the Booking Form must immediately advise us in writing. Your notice of cancellation will only be effective when it is received by us in writing. As we incur costs from the time we accept your booking the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total invoice cost payable excluding amendment charges, which are not refundable. Please note that when part cancellations occur, the amount payable by the rest of the party may increase.

#### **PERIOD BEFORE DEPARTURE CANCELLATION FEE PER PERSON**

#### **OVER 70 DAYS LOSS OF DEPOSIT\*\*\***

43 – 70 DAYS 40% OF HOLIDAY PRICE\*

42 – 31 DAYS 60% OF HOLIDAY PRICE\*

30 – 15 DAYS 80% OF HOLIDAY PRICE\*

14 – 0 DAYS 100% OF HOLIDAY PRICE

\* Please note that cancellation terms for the following destinations are different; India, Latin America, USA ranch holidays and African itineraries, and 100% cancellation charges will apply within 31 days prior to departure.

\*\*\*Bookings on some airlines and hotels during the peak season will have varying cancellation charges and therefore the fees shown above will not apply. The charges will be calculated and advised to you at the time of cancellation.

### **7. ALTERATIONS & CANCELLATIONS BY THE COMPANY**

Occasionally, we have to make changes to and correct any errors in brochures, websites, and other material published by us, both before and after bookings have been confirmed and cancel confirmed bookings. We must reserve the right to do so.

However, we will not cancel your holiday unless you fail to make full payment on time, we are forced to do so as a result of circumstances outside our control we are

forced to do so as a result of circumstances outside our control or minimum numbers apply. Certain holidays are subject to minimum numbers – price boxes on the relevant pages will indicate where this is the case. We will advise you at least 56 days (30 days in the case of Sports Tours) before departure where we are unable to operate the holiday because the required minimum number has not been reached. In this case, you will be offered the options shown below.

Most changes we have to make are minor. Sometimes, we have to make a 'significant change'. Significant changes include the following when made before departure:

- A change of accommodation to that of a lower price or standard for the whole or a major part of the time you are away
  - A change of accommodation area for the whole or a major part of the time you are away
  - A change of departure time of any transport which forms part of your holiday arrangements by more than 12 hours
  - A change of the overall length of the holiday by more than 12 hours
  - A change of the UK departure airport to one that is inconvenient for you. If we become aware of a significant change or we have to cancel the booking before departure, you or your travel agent will be notified as soon as is practically possible. You will then be offered the following options of: a) Accepting the changed arrangements as notified to you, or
- b) Purchasing an alternative holiday from us, of a similar standard to that originally booked if available.

We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper, or c) Cancelling your holiday and receiving a full refund of all monies you have paid to us.

In addition, if we have to cancel or make a significant change after the date you are obliged to pay the balance of your holiday cost, we will pay you reasonable compensation subject to evidence of provable loss/losses if appropriate, subject to the following exceptions:

Compensation will not be payable and no liability, beyond offering the above mentioned choices where applicable, can be accepted where

(1) we are forced to cancel or make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate the holiday has not been reached (see above).

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

A minor change is any change which is not significant.

For touring holidays, it may be necessary to make changes to the accommodation, routing or order of the itinerary. Unless the holiday is significantly altered as a result, any such change will not be treated as a significant change. Very rarely, we may be forced by "force majeure" (see Clause 8) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

**EVENT CANCELLATION:** Occasionally, advertised events are cancelled by the organisers and often at short notice. Such cancellation will not constitute a significant change to, or the cancellation of, your holiday arrangements even though we have pre-booked tickets for you.

## 8. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Booking Conditions, "force majeure" means any event that we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include but are not limited to (and whether actual or threatened) war, riot, civil disobedience or strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, adverse flooding, fire, unavoidable technical problems with transport and all

similar events outside our control. Advice from the Foreign Office against all travel or all but essential travel to a particular country or area will generally be regarded as 'force majeure'. FCO travel advice appears on their website. [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure.

## 9. SPECIAL REQUESTS

Any special request must be advised in writing well in advance of departure if it was not already stated on your original booking form or at the time of booking. We will make every reasonable effort to make the arrangements. We do not however, have any legal liability to you in the event that we or a third party is unable to comply with your special requests. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you. You will not be entitled to cancel (without paying our normal cancellation charges) if we are unable to comply with your special request. We regret that we cannot accept any conditional booking (i.e. any booking that is specified to be conditional upon the fulfilment of a particular request).

## 10. LIABILITY

(i) You to the Company:

(a) It is your responsibility to arrive at places stated at the correct times and to reconfirm your return flight and departure times. The Company has no liability whatsoever to you for your failure to do so.

(b) You must act and behave in a reasonable and responsible manner toward any other person you meet in the course of your travel arrangements.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

(c) You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

(ii) The Company to You:

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

b) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 8 above

c) Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.

Please also see Clause 11. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

d) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 10(ii)a). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

e) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £250 per person affected unless a lower limitation applies to your claim under Clause 10(ii) f) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under Clause 10(ii)f) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

f) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation

applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol with effect from 31st December 2012) and COTIF, the Convention on International Travel by Rail).

Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

g) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description

(1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or

(2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

## 11. EXCURSIONS AND ACTIVITIES

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in Clause 10(ii)a) will not apply to them.

We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

## 12. DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we \*(and your travel agent) need to use the information you provide such as name, address, personal information including any special needs/dietary requirements, etc. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

We are required to pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels and transport companies. The information may be required by and provided to security or credit checking companies, financial institutions, public authorities such as customs, border control and immigration if required by them, or as required by law.

Your personal data may be stored, used and otherwise processed within the UK and/or any other country/ies of the European Economic Area (EEA). EEA countries are all member states of the European Union together with Norway, Iceland and Liechtenstein. We may also store, use or otherwise process personal data outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) We are obliged to provide the personal data to a government / public authority in order to provide your holiday. We will not, however, pass any information onto any person who is not responsible for part of your travel arrangements or as we are legally obliged to do.

This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/ religious requirements. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot confirm your booking. In making this booking, you consent to this information being passed on to the relevant persons. If you have booked using our online system, please ensure that you have read our Privacy Policy.

\*Please note that where information is also held by your travel agent, this is subject to their own data protection policy. Your data controller is International Travel Connections Ltd. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal data which we are processing is inaccurate or incorrect please contact us immediately by email [communications@itc-uk.com](mailto:communications@itc-uk.com).

## 13. COMPLAINTS AND ABTA ARBITRATION

Whilst we aim to ensure that your holiday runs smoothly, there may be times when it does not. Please follow the complaints procedure below to minimise inconvenience to all parties:

1. Any complaint should be reported immediately and directly to the supplier and, as soon as possible, to our local representative (where applicable). If you fail to follow this simple procedure, your right to claim compensation may be affected, as we will have been deprived of the opportunity to investigate and rectify the problem.

2. In the unlikely event that neither our representative nor our supplier is able to resolve the matter to your complete satisfaction, please telephone, fax or e-mail the details of your complaint during your holiday to International Travel Connections Ltd in Chester on Tel +44(0)1244 355 400, Fax +44(0)1244 355 419, E-mail [Clientfeedback@itc-uk.com](mailto:Clientfeedback@itc-uk.com). Any costs incurred in doing so will be fully refunded.

3. Once in receipt of a complaint, we will react swiftly to resolve the matter. Our aim is to rectify any shortcomings immediately, so that you can fully enjoy the remainder of your holiday. If you still have cause for complaint on your return to the UK, you are required to seek satisfaction by writing to the Company within 28 days of the end of your holiday and providing full details of the holiday and the reason for dissatisfaction.

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

## 14. FINANCIAL PROTECTION

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2786). 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 services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-

provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. \*The flights and flight-inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

We are also a member of ABTA (ABTA number V2359). If your holiday does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection.

## 15. LAW AND JURISDICTION

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the ABTA arbitration scheme referred to above or Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## Villas/Cruises/Sports Tours

### 1. DAMAGE/SECURITY DEPOSITS

Villa and apartment complexes require you to prepay a security deposit for the sole purpose of insuring the owner against any breakages, accidental damage or such caused by your negligence, losses, extra cleaning or outstanding accounts which you may have incurred during your stay. If damage exceeds the maximum applicable amount, you will be responsible for the full cost. The amount will be confirmed to you at time of booking and refunded post your holiday once the villa management agency has inspected the villa on the day of your departure. The inspection where possible will be conducted before you vacate the property so that reimbursement can be approved immediately or any remedial action mutually agreed. However, if this is not practical due to early/late departures the

inspection will be conducted on the day of departure and reimbursement made no later than 3 weeks after departure.

If you discover any problems or breakages on arrival please report them immediately to avoid any misunderstanding once your rental period has ended.

### 2. Suppliers' Conditions

Many of our third party suppliers have their own terms and booking conditions and you will be bound by these as they apply to your contract with us as far as the supplier is concerned. Our supplier's conditions will also apply to your contract with us, and in the event of any conflict between the supplier's conditions and our conditions, the supplier's conditions will prevail, unless any term in the supplier's conditions is deemed to be invalid or unenforceable, in which case our conditions will prevail.

Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier **ESSENTIAL INFORMATION**

We fully recognise that the choices you can make concerning your chosen accommodation, the destinations you wish to visit and your airline carrier are vast. Our specialist team is able to provide helpful information including flight details, car hire and basic costs for all accommodation. Once you have decided on a preferred itinerary, simply contact one of our Travel Specialists for advice and a full holiday recommendation by telephoning the number shown in the brochure or on our website. As we have first hand intimate knowledge of the destinations we feature, we will of course be pleased to discuss and advise you on the most appropriate holiday that meets your requirements. As there are many holiday choices available to you, we have provided a "from" price for all the hotels featured in our brochures and website as a guide. Prices unless otherwise stated are per person in £ sterling and based on:

- Accommodation for two people sharing based on the room category as shown
- Private transfers (wherever possible)
- All international and internal flights (where applicable) based on return economy airfares

Our Travel Specialists will confirm the price of your specific holiday requirements at the time of booking.

As our brochure is prepared many months before the start of the holiday season, all

prices and added value offers are subject to availability at the time of booking.

The prices shown are for guidance only and we therefore recommend strongly that you contact us to obtain the most up-to-date holiday price.

## WHAT YOUR HOLIDAY PRICE INCLUDES

1. Air travel as booked and detailed in our confirmation of your booking
2. Accommodation as booked and detailed in our confirmation of your booking.
3. Meals, as shown in the hotel description and on your confirmation. "Breakfast" usually means continental breakfast, unless stated otherwise. "Half board" is breakfast and evening meal, which is generally with a restricted choice of menu or restaurant. "Full board" is breakfast, lunch and dinner. "All-inclusive" is breakfast, lunch, and dinner with house wine, snacks, unlimited bar drinks (excluding champagne and some premium brands) served by the glass.
4. Return transfers from airport to hotel/resort unless stated at the time of booking. At destinations where transfers are provided by the hotel, you may be transferred along with other hotel guests arriving on the same flight.
5. Services of an International Travel Connections Ltd representative in most of our featured destinations.
6. Mandatory hotel taxes and service charges.
7. United Kingdom departure tax and passenger service charge (for all international departures). Children under 2 years of age, who have not been allocated seats, are exempt from this tax.
8. Luggage allowance as determined by the carrier, the amount will be detailed in the travel documents.
9. Special offers that are available at the time of booking.

## WHAT YOUR HOLIDAY PRICE EXCLUDES

1. Some overseas airport departure taxes (generally £15 - £30 per person, per island/country, payable locally in the local currency or US\$). Also cruising tax (as applicable) between US\$2 and US\$4 per person, per day is payable locally.
2. Travel Insurance, which you must have in force prior to your departure
3. Charges made by the hotel in respect of infant's requirements and babysitting.

4. The services of ITC Travel Groups representatives at the destinations where there are no local representatives.

5. Items of a personal nature - drinks, laundry, room service, telephone calls, etc. and any tax payable on these.

6. Visa and passport charges.

7. Cost of inoculations or other medical requirements of the country of your destination or compulsory or non compulsory medication.

8. Gratuities where service charges are not mandatory.

9. Any applicable surcharges - see Price Policy (Clause 2 of our Booking Conditions).

10. Tourist Tax in some destinations.

11. Excess baggage charges on aircraft and ground transport.

12. Local charges.

13. Charges for equipment for leisure activities or for excursions.

14. Excess fuel surcharges.

15. Any items not expressly included in the cost of your holiday.

## **TICKETS AND OTHER DOCUMENTATION**

Approximately 14 days prior to departure, providing we have received full payment, you will be sent your travel documentation. Remember that you must check-in at least 2 to 3 hours before take-off for most flights (depending on the airline). Please also ensure to check the correct airport terminal for departure. As the airline allocates seats on a first-come first served basis, we advise you to check-in as early as possible so that, if you are travelling in a party, you are less likely to be separated. Please check your flight times carefully on your ticket as these are subject to change and may well vary from those on your confirmation invoice. Should you fail to check-in on time and you miss your flight, we do not have any liability to you.

Please note:

1. All tickets issued in conjunction with our holiday packages are non-changeable and non-refundable. For restrictions on pre-seating requests, please see 'pre-seating on aircraft'.

2. Special meal requirements must be made at the time of booking

3. Full details of any disability or medical condition which may affect your holiday arrangements and any related special requirements must be disclosed to the

Travel Specialist at the time of booking. These details must be confirmed in writing. We will endeavour to accommodate any special requirements, with the airline and service providers.

4. Tickets

(a) if paper tickets are issued these will need to be taken to the airport of departure and handed in at the check-in desk.

(b) if the airline operates an e ticket system you will not be issued with paper tickets with the travel documents but you will be issued with a letter of confirmation of the flight booking which should be handed in at the check-in desk.

5. Certain airlines operate an on-line check-in prior to departure. If you wish to utilise this method we cannot be responsible for any errors or changes in seating arrangements.

Please check your invoice, tickets and all other documentation carefully as soon as you receive them.

Contact us immediately if any information appears to be incorrect or missing as it may not be possible to make changes later.

## **ADVANCE PASSENGER INFORMATION AND APIS**

UK and overseas governments require all passengers travelling by air to provide certain personal information known as Advance Passenger Information or API this means your passport/ identity card details and in some instances, your contact and other information, are provided to the authorities before you travel. Some governments also require airlines to provide them with direct access to airline passenger bookings, which may contain other passenger data. It is important that the information provided is accurate so you pass through Immigration on arrival without delay. You must provide this information when requested to do so which may be in advance of travel.

## **PASSPORT & VISAS**

Each passenger including children is required to hold their own full and valid passport for visits to all the destinations that we feature. Most countries require that passports are valid for at least six months after the departure from their country and issued within the last 10 years. Please visit [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel) for the individual country's passport and visa requirements for British citizens with a British passport or contact us for further details. A full British passport presently takes approximately 2 to 6 weeks to obtain or renew. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your

holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. All information we provide in respect of visa or passport requirements is given in good faith and as known at the time it is provided.

However, requirements may change and you must check the up to date position in good time before departure. For countries requiring visas, there should be at least one blank page in the passport to facilitate the visa stamp. Please note that some countries may require two blank pages for entry and departure visas.

If you, or any member of your party, do not hold a British citizen's passport and/or do not reside in the UK, you must check the entry requirements with the embassy of the country/ies you will be visiting. Single parents or other adults travelling alone with children should be aware that some countries require documentary evidence of parental responsibility before allowing lone parents to enter the country or, in some cases, before permitting the children to leave the country.

Subject to compliance with the applicable conditions, we can issue an electronic travel authority for entry to Australia (ETA). Please advise us at the time of booking if you require assistance.

## **Travel to and via the USA Visa Waiver**

Programme (VWP) and Electronic System for Travel Authorisation (ESTA) In order to enter the USA, every person travelling (including children) must have a visa unless they qualify for the Visa Waiver Program (VWP). Most British citizens residing in the UK will qualify for the VWP (which covers visits of up to 90 days) but please see the important note below. All visitors to the US (including children) who are eligible for the VWP must apply for authorisation to travel to the US in advance in accordance with the Electronic System for Travel Authorisation (ESTA). You must complete an online application for authorization to travel on the ESTA website (details below) at least 72 hours before your flight to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with approval via the website. Approval is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA approval number when you receive it. There is currently a US\$14 per person fee payable when you apply for your authorisation to travel. The ESTA is valid for two years and can be applied for at any time. It is very important that you complete your ESTA application using the exact address as displayed on the documentation you receive. If you have booked a flight only or the address of your accommodation is confirmed on arrival, please use the address as stated on your

holiday invoice/ tickets. It's recommended that the ESTA is applied for as soon as you have booked your holiday. Important note; not all British visitors to the USA will qualify for the Visa Waiver Program.

You will need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exemptions also apply. If you are in any doubt as to whether you may require a visa, please contact the US Embassy, Consular Information Unit, 24 Grosvenor Square, London W1A 1AE or visit the website [www.usembassy.org.uk](http://www.usembassy.org.uk) or contact them on 020 7499 9000 before making your booking with us.

Visa requirements may change. Further information on entry requirements for the USA is available at <http://travel.state.gov>. You must also check entry requirements at the time of booking and in good time before departure as requirements may change.

## HEALTH REQUIREMENTS

You must ensure you are aware of and comply with any health requirements, recommendations and precautions such as vaccinations for every country you are or may be visiting.

Requirements and advice may change and it is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure.

Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth)

You must have adequate insurance cover for all medical costs which will not be covered by the EHIC or you will be personally responsible for payment of these to the hospital/medical practitioner. Payment may be required at the time of departure from the hospital or at the time of receiving treatment. If you have a pre-existing or current medical condition of any kind or if you are pregnant, then you must get clearance to travel from your own doctor. Please also check the terms of your travel insurance policy. Pregnant ladies are not accepted by most airlines after 28 weeks of pregnancy.

**IMPORTANT:** It is your responsibility to ensure that you hold the correct, valid documents for the country/ies you are visiting and have obtained and have proof of any compulsory vaccinations. You should also carry written confirmation of any medication Requirements you may have. Further, we cannot accept responsibility if you are refused passage on any airline or other transport or entry

into any country due to the failure on your part to carry the correct documentation. If failure to do so results in fines, surcharges, claims, financial demands or other financial penalties, costs or expenses being imposed on or incurred by us, you will be responsible for indemnifying and reimbursing us accordingly.

## LUGGAGE ALLOWANCE

Allowances vary according to the carrier, destination, route and the class of travel booked. You will be advised of the specific allowances and restrictions with your travel documentation. Should you require these at the time of booking, please ask your Travel Specialist.

Please note:

1. Many airlines restrict the weight, size, dimensions and contents of hand luggage. For further details please check with the airline you are flying with.
2. The airline may impose a charge payable by you at the check-in or refuse to allow the luggage to be checked-in until the weight and dimensions are within the prescribed limits if your luggage is over the prescribed allowance.

We will not be responsible for any such charges or be liable for the cost of any items which you are unable to check-in and are left at the airport.

3. There are restrictions on the contents of hand luggage to be taken on board an aircraft. You are advised to visit [www.gov.uk/hand-luggage-restrictions](http://www.gov.uk/hand-luggage-restrictions)

## AIRLINE DELAYS & PASSENGER RIGHTS

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 the Denied Boarding Regulations 2004. Full details of these rights are posted at EU airports and are also available from airlines/ airline websites or visit [www.caa.co.uk](http://www.caa.co.uk).

Please note that any compensation or other payment due to you is the responsibility of the airline and will not automatically entitle you to a refund from us. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements the fact a delay may entitle

you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline.

If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) - Referring Your Complaint to the CAA.

Please check your travel insurance policy for compensation following airline delays.

Where long flight delays result in lost holiday time, refunds are not given by suppliers for unused accommodation as rooms are held for delayed arrivals and are not re-let. Please also note that an airline carrier may, if circumstances so require, divert, postpone or delay any flight, or alter the airport of departure or arrival and may, without notice, substitute alternative carriers or aircraft.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. The latest known flight times will be those shown on your tickets or confirmation of the flight booking, which will be despatched to you approximately two weeks before departure. You must, accordingly, check your tickets very carefully immediately upon receipt to ensure that you have the correct flight times. It is possible that the flight times may be changed even after tickets have been despatched; we will contact you as soon as possible if this happens.

## BANNED AIR CARRIERS

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm) We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the

likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 7 of our Booking Conditions "Alterations and cancellations by the Company" will apply.

## **NON PACKAGES**

Some of the holiday arrangements we sell are not "packages" in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992.

For these arrangements, the acceptance of liability set out in Clause 10(ii)a) of our Booking Conditions will not apply. Instead, we will use reasonable skill and care in the performance of any services which we or any of employees provide subject to and in accordance with the other terms of the Booking Conditions. For services which are provided by third parties such as hoteliers and transport companies, we will use our reasonable skill and care in selecting reputable suppliers.

## **PRE-SEATING ON AIRCRAFT**

Pre-seating can be arranged on most international carriers. However, the seating available will be limited and once this limit is reached, airlines will only allocate seats at check-in and this cannot be overridden. Pre-assigned seats cannot be guaranteed as airlines do not undertake to provide any particular seat in the aircraft.

Therefore, you agree to accept any seat that may be allocated on the flight in the class for which the ticket has been issued. Certain airlines now operate a voluntary online system to book your seats in advance, please see your travel documentation to see if this is available. Depending on your airline, you may be able to check-in online in advance.

Please note:

1. Bassinets for babies must be booked at the time of booking and are on a first come first served basis. Due to airline availability bassinets cannot be guaranteed.

2. If you have any special seating, dietary or other requirements as a result of any disability, reduced mobility or medical condition, please advise us at the time of booking or as soon as you are able if you are not in a position to do so when

booking. We will pass such information to the airline concerned but cannot guarantee that they will be met.

## **INTER-ISLAND & OVERSEAS INTERNAL FLIGHTS**

Please note that on aircrafts used for flights between islands extra luggage restrictions will apply. We will try and ensure that special requirements relating to disability or mobility needs can be accommodated but this cannot be guaranteed.

## **SAFETY OVERSEAS**

Safety standards and rules are set by each country. These may not be equivalent to those of the UK and, in some cases, could be lower. This includes activities, public transport, taxis, theme parks and other recreational facilities. Many hotels do not have lifeguards on duty at the swimming pool and some may have signs indicating that swimming is at your own risk. Please act responsibly, particularly with children, as the depth and design of hotel pools vary. We suggest that, in all cases, you familiarize yourself with each pool, particularly prior to diving or allowing any children travelling with you to swim. When properties provide cots for infants, you must check you are happy with the standard and safety prior to use. Caution should be exercised with regard to some room facilities (such as tea and coffee making machines, Jacuzzi baths, etc). Parents should ensure that the standards for childcare and the facilities of the children's clubs meet their requirements. Further information is available on request.

## **WEATHER & PUBLIC UTILITIES**

Public utilities and continuity of services, such as water and electricity should not be taken for granted at your destination. On tropical islands and in less developed countries, there may be interruptions to the supply. Occasionally in the tropics, severe storms and cyclones do occur. Generally, the "hurricane season" in the Caribbean, North and Central America is from June to November and in the southern hemisphere, cyclones can occur between December and April although this varies between regions and areas. It is advisable to check, prior to departure, for any unusual weather that may affect the enjoyment of your holiday. Further information is available at [www.metoffice.gov.uk](http://www.metoffice.gov.uk).

## **CUSTOMERS WITH ANY DISABILITY, MEDICAL CONDITION OR REDUCED MOBILITY**

If any member of your party has any medical condition, disability or reduced mobility which may affect your holiday or any special requirements as a result (including any which affect the booking

process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in your condition, disability or mobility occurs. You must also promptly advise us if any such condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed. We are not a specialist disabled holiday company, but we will do our best to cater for any special requirements you may have. We will make every effort to recommend the most suitable holiday for you as we do have a specialist department who will be able to provide information to you. For further information, call us to discuss your holiday requirements. Within the EU, airlines will facilitate access to air transport for disabled persons and persons of reduced mobility and ensure they receive assistance when travelling by air in accordance with EC Regulation 1107/2006.

This also applies to passengers departing from an airport situated outside the EU to an airport situated within the EU if the air carrier is an EU Community Air Carrier. Due to the nature of some of our hotels/destinations, many may lack the simplest facilities, such as ramps for wheelchairs and door access. This may apply to shops, restaurants public transport and recreational facilities.

## **ACCOMMODATION CHECK-IN/CHECK-OUT**

The standard international practice is to let rooms from midday to midday but this can vary between 10:00am and 3:00pm. Therefore, if you check-in immediately after a night flight, this would normally count as one night's accommodation. Similarly, if your return flight is at night, you will normally be required to vacate your room at 12:00 noon prior to leaving for the airport. Day rooms are subject to availability and cost and can be arranged locally with the accommodation management. In order to guarantee an early check-in or a late check-out, the pre-payment of an extra night's accommodation will be necessary. Please check at the time of booking.

Guests may be asked to present a credit card or a substantial cash deposit upon check-in to guarantee payment of extras/incidentals. The use of room safes is recommended and items of value should be deposited with the hotel.

## **HOTEL ACCOMMODATION CATEGORIES**

Throughout our featured destinations, there are no official hotel ratings. Room and suite category descriptions which are

referred to throughout the brochure and on our website are set by each individual hotel - the terminology is not our own. Therefore, you will find that some accommodation categories and their respective prices will be determined purely by location (the proximity to the beach for example) and some by the décor of the accommodation itself. Others will be a combination of the two. When we use the term 'Ocean View', it means just that - that the sea can be seen from the room, patio or balcony, but please note that sometimes, the view may be partial or at an oblique angle.

## BEACHES

Please note that all beaches at the accommodation/ resorts featured are open to the public unless specifically stated otherwise. Minimum clothing restrictions may operate on beaches in certain countries. We cannot guarantee beaches in every country will be manned with lifeguards or provide flags for information on currents and conditions unfavourable or favourable for safe swimming or Watersports. You must satisfy yourself that conditions are safe for swimming before doing so.

## BUILDING WORKS

We strive to ensure that your accommodation will not be in an area of construction and that your accommodation will not be undergoing substantial refurbishment which may cause you inconvenience. We have no control over building works our hoteliers are carrying out or building works which are being carried out in the immediate locality of your accommodation. If it comes to our attention that building works are being carried out which will or may have a material effect on your holiday we will notify you as soon as we become or are made aware of the nature of the works and whether the works will or will not cause you undue inconvenience.

## TAXES

We will advise at the time of booking and with the travel documentation when, and if, any local taxes are payable in respect of the arrangements you have booked with us.

## FACILITIES IN HIGH/LOW SEASONS

In low seasons and periods of low occupancy, a few facilities at some hotels/resorts may close. For example, a pool may be closed for maintenance or a restaurant for refurbishment. We will advise you of any changes to the availability of the facilities and of any work taking place known to us at the time

of booking or as soon as we have been informed.

## NATIONAL AND SPECIAL RELIGIOUS PERIODS

There may be restricted facilities e.g. restaurant / shop opening times, availability of public transport, recreational facilities etc, during national holidays and/or religious periods or festivals. Ramadan is observed in Dubai, Oman, Bahrain, Qatar, Malaysia, The Maldives, Indonesia, India, Egypt and Morocco. It is observed in the ninth month of the Muslim Calendar, the exact dates are determined by the lunar cycle. During this period, there are restrictions with regard to eating, drinking and smoking in public during daylight hours.

## CAR HIRE

ITC Travel Group only deals with reputable car hire companies and, in the high season in particular, we strongly recommend that you pre-book your hire car to guarantee availability. Hirers must normally be 23 years of age or over (minimum of 25 years for prestige cars) and hold a FULL and VALID British driving licence, which must be carried at all times.

If you plan to drive in Europe, you may need an International Driving Permit for the areas you plan to drive in. You may need more than one depending on where you are visiting. Permits are available from certain branches of the Post Office. To find out more about getting an International Driving Permit visit <https://www.postoffice.co.uk/identity/international-driving-permit>.

Local licences (if applicable) are obtainable from the hirer or main police stations upon presentation of a British driving licence and must be paid for locally, together with petrol and optional extra insurance. When collecting your hired car, you will be asked to sign the hire car company's standard hire agreement. This agreement is likely to contain provisions that limit or exclude the hire car company's liability to you in certain situations. Please read the agreement carefully and ensure that you have adequate insurance cover. In some countries compulsory collision damage waiver is required. A credit card will be required as a deposit against fuel, insurance waiver, additional child/baby seats or other costs. For infants, front airbags may not be disconnected in certain vehicles, please check with the hirer. You are advised to take out additional insurance if voluntary such as collision damage waiver or equivalent for the country of your destination.

## EUROPE SELF DRIVE

Green cards for insurance - If you are driving your own car in Europe, you may need to obtain and carry a physical Green

Card for your UK car insurance to be valid in the EU. These cards will be available from your car insurance provider, but you may be charged a small fee to cover administration costs.

You may also need a GB sticker for your own car when driving in the EU after the transition period ends on 31st December 2020.

## AIRPORT TRANSFERS

We will provide private vehicle transfers where possible.

However, when a hotel provides transfers these may, on some occasions, be by coach or shared minibus, or by motor launch as appropriate. Please note that excess luggage will necessitate the need to supply an extra vehicle, which will incur an added charge. If you are travelling with luggage in excess of your airline allowance, please advise us so that we can make the necessary arrangements. Where helicopter transfers are available, your luggage may need to be transported by road and for return flights, your luggage may have to be collected from your accommodation early in the morning. Helicopter transfers are not generally available after dark.

## TRAVEL ADVICE

The Foreign & Commonwealth Office produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. For further information please visit [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

## ABTA - The Travel Association

International Travel Connections Limited is a member of ABTA membership number V2359. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitrations scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ. Tel: 020 3117 0500 or visit [www.abta.com](http://www.abta.com).

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