

## BOOKING CONDITIONS

Your Contract is with The Freedom Travel Group Limited, a member of ABTA

### YOUR HOLIDAY CONTRACT

When you make a booking the contract is made with you the client being any person travelling or intending to travel on a tour operated by the company named above on the terms of these booking conditions and it includes all matters arising from it and is subject to English law and the exclusive jurisdiction of the English Courts.

You may however choose the law and jurisdiction of Scotland and Northern Ireland if you wish to do so. No variation of these terms will be valid unless confirmed in writing by us. A contract will exist as soon as we issue our confirmation invoice. By making a booking, the lead passenger confirms that all persons names in the booking (and their personal representatives) have agreed to be bound by these conditions and the terms of its suppliers.

### YOUR FINANCIAL PROTECTION

Your money is protected. The Package Travel, Package Holiday and Package Tours regulations 1992 require us to provide security for the monies that you pay for the package holidays booked through our company and your repatriation in the event of our insolvency.

When you buy an ATOL protected air holiday package or ATOL Protected flight from The Freedom Travel Group Limited you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6042. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad, and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) for other travel arrangements, we have provided a bond to ABTA.

The price of our air holiday packages /ATOL protected flights 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.

### ABTA

We are a member of ABTA, membership number W6417. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com)

The arbitration scheme is arranged by ABTA and administered independently by IDRS part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of illness or physical injury or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of claim must be received by the IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA code does not require such agreement.

For injury and illness claims, you may like to use the ABTA /Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com)

### YOUR HOLIDAY PRICE POLICY

You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay a minimum deposit of £130 per person (excluding infants under two years of age at the date of return). Should your booking include budget or scheduled flights/ low cost airlines, cruises or other special arrangements the deposit required may vary up to the full ticket price. You will be advised of the required amount of the deposit at the time of booking. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. Balance due dates may vary where scheduled flights are included and where ticketing deadlines are unexpectedly brought forward this may result in a request for earlier payment. If the deposit and/or balance are not paid on time, we reserve the right to cancel your travel arrangements and retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your holiday may change after you have booked due to changes in transportation costs including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates. However there will be no change within 30 days of your departure.

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. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission.

If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

### IF YOU CHANGE YOUR BOOKING

(excluding name changes)

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen date or accommodation, we will do our utmost to make these changes but it may not always be possible.

Any request for changes to be made must be made in writing from the person who made the booking or your travel agent.

You will be asked to pay an administration charge of £25 and any further cost we incur in making this alteration. 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 (e.g. Apex Tickets/Low Cost Flights) 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.

### NAME CHANGES BEFORE TRAVEL

Except for holidays including budget or scheduled flights if we receive notification of a change within 8 weeks of departure the charge will be £40 per name change. Any changes outside of 8 weeks will incur a charge of £30 per name change.

For holidays including scheduled flights, please note that some scheduled airlines do not permit name changes for any reason. Such charges are likely to include the full costs of the flight and may be subject to space being available for a new reservation.

### IF YOU CANCEL YOUR BOOKING

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices.

Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below:

Period before departure within which written cancellation is received by The Freedom Travel Group Limited.

Amount of cancellation charges shown as a percentage of the booking price.'

| More than 84 days        | Deposit                   |
|--------------------------|---------------------------|
| 57-84 days               | 30% or deposit if greater |
| 29-56 days               | 50%                       |
| 22-28 days               | 75%                       |
| 8 • 21 days of departure | 90%                       |
| 7 Days or less           | 100%                      |

Note: if the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. The full insurance premium is retained in the event of cancellation.

• Bookings that include Budget/Low Cost or Schedule Flights and/or cruise may incur different cancellation charges. Please enquire at the time of booking.

### IF WE CHANGE OR CANCEL YOUR BOOKING

It is unlikely that we will have to make any changes to your travel arrangements, as we do plan the arrangements many months in advance. Occasionally we have to make changes and we reserve the right to do so at any time. Most of these changes are minor and we will advise you of them at the earliest possible date.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us; if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in the table below.

In accordance with EU Directive - (EC) No. 2111/2005, article 9, we are required to bring your attention the existence of a 'community list', which contains details of air carriers that are subject to an operating ban with in the EU Community. The community list is available for inspection at [http://ec.europa.eu/transport/air-bannist\\_en.htm](http://ec.europa.eu/transport/air-bannist_en.htm)

In accordance with EU regulations, we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. 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. Such change is deemed a minor change. Other examples of minor 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 standard.

When a major change occurs, we will inform you as soon as reasonably possible, if there is time before departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure within which a major change or cancellation is notified to you or your travel agent.

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|                   |     |
|-------------------|-----|
| More than 84 days | Nil |
| 43-84 days        | £10 |
| 29-42 days        | £20 |
| 8-28 days         | £30 |
| 0-7 days          | £40 |

\*For children invoiced at reduced rates, credit/compensation will be paid on a pro rata basis of the adult rate.

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

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control.

These can include, for example, war, threat of war, riot, civil disobedience or strike, industrial dispute, terrorist activity and its consequences, acts of god, natural or nuclear disaster, fire, adverse weather conditions, unavoidable technical or maintenance problems with transport providers, closure of airports or any unforeseeable or unavoidable event beyond our control.

#### IF YOU HAVE A COMPLAINT

If you have a problem during your holiday it is of the utmost importance that you immediately bring it to the attention of the relevant person (for example the resort representative, hotel manager or transport agent) who will do their best to put things right. If your complaint is not resolved locally, you should contact us on 0800 9839000 to advise us of the problem so that we may endeavour to resolve it. However, should a problem remain unresolved, a complaint should be made in writing within 28 days of your return home to: Customer Relations, The Freedom Travel Group Limited, Hamill Road, Burslem, Stoke On Trent, ST6 1AJ giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

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

#### WHAT HAPPENS TO COMPLAINTS

We aim to resolve all complaints amicably, but if this is not possible your complaint can be considered under an arbitration scheme arranged by ABTA. Please see the above clause on ABTA above. Full details will be provided on request or obtained from the ABTA website [www.abta.com](http://www.abta.com)

#### OUR LIABILITY TO YOU

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you an appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Thomas Cook Business Park, Coningsby Rd, Peterborough PE3 BBL

Under EU law Reg 261/2004 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 publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these terms and conditions.

If any payments to you are due from us any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

#### PROMPT ASSISTANCE IN RESORT

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or an event which we or our suppliers, even with all due care, could not foresee or forestall, you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

#### PASSPORT, VISA, IMMIGRATION AND VACCINATION REQUIREMENTS

A full British passport (valid for at least 6 months beyond the end of your holiday) is required for travel your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements or if you are not in possession of the relevant vaccination certificates.

It is also your responsibility to arrange adequate insurance cover for your trip and to take relevant details of the policy with you.

#### EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### TRANSPORTATION

It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the time by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

Any rail, road and other departure times are supplied by the carriers. They are subject to inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown on your tickets. The timings are estimates only. The Freedom Travel Group Limited does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and type of aircraft on which you will travel. However if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

#### MISCELLANEOUS

Conditions of Travel: We reserve the right to require any passenger to produce medical evidence of their fitness to travel. Passengers with a disability, which may require special treatment or assistance, must advise The Freedom Travel Group Limited in writing of the condition so that appropriate advice and assistance can be given. NB Passengers may be refused passage where as a result of failing to notify The Freedom Travel Group Limited appropriate arrangements cannot be made.

The Freedom Travel Group Limited has no control over the allocation of airline seats and cannot guarantee any seat requests. Baggage allowance will vary by destination-please check (with the airline used) for details. Passengers are advised that most airlines operate a non-smoking policy.

We reserve the right to determine the hotel, air carrier, flight routing (flights will not necessarily be direct or non-stop) and airport, for all holidays advertised.

Special Requests: Where special requests for flight seats, room allocation, diet considerations etc are required we must be made aware of them at time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, The Freedom Travel Group Limited will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed on by The Freedom Travel Group Limited to an airline, the confirmation of seat numbers is at the discretion of the airline.

Behaviour: You must not behave in a way that may cause distress or annoyance to others or may create the risk of danger or damage to property. If you are subject to arrest or prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, The Freedom Travel Group Limited will not refund any portion of the cost of your holiday and, if The Freedom Travel Group Limited incurs any expense because of your behaviour, you will be obliged to compensate The Freedom Travel Group Limited for that expenses.

Cruise Bookings: It is the customers responsibility to settle all of their on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour.

Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information that may have been provided by you.

You must declare any pregnancy to us at the earliest opportunity as on certain cruise ships carriage of advanced pregnant women is not permitted, typically if the pregnancy is more than 24 weeks at the anticipated return date. We reserve the right to refuse passage onboard to any person who appears to be in advanced stages of pregnancy

These booking conditions are our responsibility, as your tour operator. They are not issued on behalf of and do not commit any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

#### Travel Insurance Recommendations:

It is highly recommended that out adequate travel insurance cover for your trip. This should be done before you travel and you should be aware that it is in your best interest to take this travel insurance out now with immediate effect as you will find that most travel insurance policies offer you an instant cancellation cover for the travel services that you have now purchased.