

Booking Conditions

The following Booking Conditions (“Booking Conditions”) form the basis of your relationship with TTA Travel of St Andrews House, West Street, Woking, Surrey, GU21 6EB. Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them. “We” “us” and “our” means TTA Travel.

Please Note: We act only as an agent in respect of all bookings we take and/or make on your behalf. However, where you make a booking of multiple Travel Arrangements in such a way as to create a package holiday, we will accept responsibility for that as a “Multi-Contract Package” in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (please see clause 2 below for further information as to the circumstances in which we will be acting as a Package Organiser.)

As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us, and whether you book a “Single Component Booking”, a “Third Party Package Booking” or a “Multi-Contract Package” and we have tried to set them out below as clearly as possible.

References to “Travel Arrangement(s)” in these Booking Conditions are to the accommodation, flights, transport, activities, excursions and other services we feature on our website. References to “Supplier/Principal” means the third party supplier of the Travel Arrangements, including but not limited to accommodation providers, transfer providers, car hire companies, airlines, tour operators and attraction providers. References to “Third Party Packages” on in these Booking Conditions, on our website or in our marketing material means packages organised by third party Supplier/Principals on whose behalf we act as agent. All flight-inclusive Third Party Packages you book with us will be protected by the ATOL of the Supplier/Principal organising the package.

1. Your Contract When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and we advise you to read both carefully prior to booking. The Supplier/Principal’s terms and conditions may limit and/or exclude the Supplier/Principal’s liability to you. Please ask us for copies of these if you do not have them.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf. Please see clause 6 for further information.

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements in such a way as to create a Multi-Contract Package (please see clause 2 for further information), in which case we will accept responsibility for those Travel Arrangements as Package Organiser.

2. Multi-Contract Packages Where your booking is for a Multi-Contract package as defined below, we will act as “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in these Booking Conditions.

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

- (a) Transport; or
- (b) Accommodation; or
- (c) Rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) Any other tourist service not intrinsically part of one of the above travel services,

Provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price, or advertised or sold under the term “package” or a similar term.

This is called a Multi-Contract package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however, we TTA Travel, will accept responsibility for this booking as a Package Organiser.

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

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

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

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements but we will comply with our legal obligation under the PTRs as your Package Organiser and these are outlined in these Booking Conditions. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

3. Low cost airlines: For most flights operated by low cost airlines, we will make full payment at the time of booking direct to the airline using your credit or debit card. The payment will be processed by the airline who will then issue you with a confirmed ticket immediately upon receipt of payment, which we will forward on to you. This flight will not be ATOL protected However, except as set out in clause 24, our obligations are limited to making your booking with the airline and passing on to you the confirmed ticket which we receive. We will have no liability for the performance or non-performance of the flight or any other services provided by the airline or for the acts and/or defaults of the airline or any of its employees, agents, suppliers or subcontractors.

4. Other airlines: For all flights operated by TUI, Virgin Atlantic, Delta airlines, American Airlines, Air India, United Airlines, Air Canada, Jet Airways, Air France, Qatar Airways and British Airways etc, we act as agent for the ATOL holder through whom we book your flight. The name and ATOL number of that ATOL holder will be confirmed during the booking process and be listed on the ATOL Certificate issued to you. 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.

5. Split/Connecting Flights: Please note that where you have connecting flights on one booking, or where you have different carriers or locators (bookings) for your outward and return flights, cancellation or refund of one flight may not necessarily result in cancellation/refund of the other flights on your booking. Since we only act as an agent in the sale of flights, you will need to contact the airlines concerned for further information if you're concerned about this.

6. Booking details: When you make a booking the first named person on the booking (the "lead passenger") agrees that they:

- a) have read these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal and has the authority to and does agree to be bound by them
- b) he/she has consents to TTA Travel's use of personal data in accordance with TTA Travel's Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements)
- c) he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services
- d) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

When a booking is made all details shown on screen at the time of booking will be advised to you. Once you have confirmed these details we will proceed to confirm the booking with the Supplier/Principal. Once the booking is confirmed, a confirmation e-mail will be sent to you at which point a contract between you and the Supplier/Principal will exist. Where you have provided us with an e-mail address by which we can contact you (for example to send you an e-ticket), you must check your emails on a regular basis. You must ensure that the e-mail address you have provided us with is correct and does not contain any typos or other errors and you must inform us of any changes. Please check that all names, dates and timings are correct on receipt of your email and follow up documents, and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Arrangements or other persons necessary for the provision of your Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside of the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this Information to the relevant suppliers, whether in the UK or not, we will be unable to provide your booking. Please [click here](#) for full details of our privacy policy.

7. Payment: In relation to certain bookings a charge will be made for our own administration. There is no charge for debit or credit cards. This amount will be taken on payment of the total cost of the holiday or

travel arrangements and will be advised to you at the time of booking. You will be required to make full/part payment of your booking at the time of booking as required by the Supplier/Principal. You must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier/Principal, who may cancel your booking and charge the cancellation fees set out in their terms and conditions.

Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal concerned, with the exception of bookings covered by an ATOL.

Any money paid to us in respect of a booking covered by an ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the ATOL Holder for so long as the ATOL Holder does not fail financially. If the ATOL Holder does fail financially, any money held at that time by us or subsequently accepted from the consumer by us, is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the ATOL Holder.

8. Credit Card Fraud Protection: Your payment will be handled by our payment provider. If we suspect a fraud, we reserve the right to cancel a transaction for security purposes. To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the booking process and may use appropriate third party databases. By accepting these Booking Conditions you consent to such checks being made. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

9. Amendments by You: We will do our utmost to accommodate your amendment requests but it may not always be possible. Any requests for amendments must be made in writing from the person who made the booking. Amendments can only be accepted in accordance with the terms and conditions of the Supplier/Principal. We will charge the administration fee set out in Clause 12 and any further cost we incur in making this alteration. Please note that certain travel arrangements may not be changeable after a reservation has been made and any amendment request could incur a cancellation charge of up to 100% of that part of the arrangements. If amendments are required within 12 weeks of departure cancellation charges may apply in addition to the administration charge as set out in Clause 12, charged by the Supplier/Principal in addition to our own administration charge and costs. Note: Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking. Non-refundable rooms may incur a 100% charge from the time of booking.

10.1 Multi-Contract Package Bookings – Transfer of Booking: If, where you have booked a Multi-Contract Package, you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a) That person is introduced by you and satisfied all the conditions applicable to the holiday;
- b) We are notified not less than 7 days before departure
- c) You pay any outstanding balance payment, an amendment fee of [£50] per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d) The transferee agrees to these Booking Conditions and all other terms of the contract between us

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. Please note that this right to transfer only applies to customers who have booked a Multi-Contract package.

11. Cancellations by You:

11.1 Any cancellation request must be sent to us in writing and will not take effect until received by us. Cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal, which will be notified to you at the time of booking. If you cancel your booking, the Supplier/Principal may charge the cancellation charges outlined in their terms and conditions (which may be 100% of the cost of the travel arrangements). In the event that you do cancel your booking and the deposit you have paid does not cover the cancellation charges notified to you, you must pay any difference between the amount you have paid and the cancellation charge applied.

Please Note: For flight bookings with all low cost airlines or for any accommodation which is non-refundable, the cancellation charges will be 100%. Bookings that include Scheduled flights may incur different cancellation charges as per their booking conditions.

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

Please note that should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

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

Please note that this right to cancel only applies to customers who have booked a Multi-Contract Package.

12. Our Administration Fees: In certain circumstances, we apply an administration charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal, as follows:

ADMINISTRATION SERVICE	FEE
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In flight extra requests after booking confirmation such as pre-booking seats or additional luggage	Supplier/Principals Charge + £30pp amendment fee per booking to TTA Travel
Change of hotel	Cancellation of original hotel + cost of new hotel + £30pp amendment fee to TTA Travel
Change of date	Cancellation of original holiday + cost of new holiday + £30pp amendment fee to TTA Travel
Change of title, initial, first name or surname after booking confirmation	Supplier/Principals charge + £30pp amendment fee per person to TTA Travel
Add/Remove Passengers to/from booking	Supplier/Principals charge + £30pp amendment fee per person to TTA Travel
Cancellation of booking inside 28 days	Supplier/Principals charge + £150 cancellation fee to TTA Travel
Cancellation of booking outside 28 days	Supplier/Principals charge + £50pp, with a maximum charge of £150 cancellation fee to TTA Travel

13. Changes & Cancellations by the Supplier/Principal:

13.1 Sometimes your Supplier/Principal may need to make a significant change to your booking. If you have already booked we will let you know as soon as we can, if there is time before your departure. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we shall have no further liability to you.

13.2 Multi-Contract Package Bookings: Where you have booked a Multi-Contract Package, if a Supplier/Principal makes a significant change to or cancels your confirmed Multi-Contract Package booking, this clause 13.2 will apply.

Changes: if the Supplier/Principal makes an insignificant change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, **change of airline or routing (including from non-stop to indirect flights)**, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally, the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away;
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;
- A change of outward departure time or overall length of your arrangements by more than 12 hours;
- A change of UK departure airport except between:
 - o The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - o The South Coast airports: Southampton, Bournemouth and Exeter
 - o The South Western airports: Cardiff and Bristol
 - o The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield

- o The Northern airports: Liverpool, Manchester and Leeds Bradford
- o The Northern Eastern airports: Newcastle and Teesside
- o The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

- A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: the Supplier/Principal will not cancel your Travel Arrangements less than 60 days before your departure date except for reasons of force majeure or failure by you to pay the final balance. The Supplier/Principal may cancel your Travel Arrangements before this date if e.g. the minimum number of clients required for a particular package holiday is not reached.

If the Supplier/Principal has to make a significant change or cancel your confirmed Multi-Contract Package, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available, accepting an offer of alternative arrangements (we will refund any price difference if the alternative is of a lower value).

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

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

- If, where the Supplier/Principal makes a significant change, you do not accept the changed arrangements and cancel your booking;
- If we cancel your booking and no alternative arrangements are available

Period before departure in which we notify you	Amount you will receive from us*
60 days or more	£0
59-43 days	£5
42-29 days	£10
28-11 days	£15
10-0 days	£25

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

- Where the Supplier/Principal makes an insignificant change;
- Where the Supplier/Principal makes a significant change or cancels your Multi-Contract Package more than 60 days before departure;
- Where the Supplier/Principal makes a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- Where we have to cancel your Multi-Contract Package as a result of your failure to make full payment on time
- Where the change or cancellation by the Supplier/Principal arises out of alterations to the confirmed booking requested by you;
- Where the Supplier/Principal is forced to cancel your Multi-Contract Package due to Force Majeure (see clause 26)

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

Please note that this clause 13.2 only applies to customers that have booked a Multi-Contract Package and these additional rights are offered to the customer by virtue of the PTRs. These rights are not afforded to customers who have not booked a Multi-Contract Package and do not otherwise affect TTA Travel's agency status.

14. Insurance: You are required to take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses, and some Supplier/Principals require you to do so. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday. We both acknowledge and agree that the COVID-19 pandemic has affected travel throughout the world and we both responsibilities to manage the risks caused by COVID-19. In light of these risks, it is strongly recommended that you take out a policy of insurance to cover you for situations including but not limited to, where you have been diagnosed with COVID-19 before your departure or where you have otherwise been in contact with someone that has been diagnosed with COVID-19 and are required to self-isolate. It should also cover you for COVID-19 related circumstances during your holiday, for example, where you have been diagnosed or have been in contact with someone who has been diagnosed with COVID-19 during your holiday. In these circumstances, your policy should cover you for repatriation where necessary, emergency medical expenses abroad and additional costs of accommodation and/or transport if you need to self-isolate and extend your stay. Please ensure that your insurance policy covers repatriation for you and all members of your party if it is a group policy, otherwise each individual will need their own travel insurance policy to cover for repatriation as we will not be liable for any additional costs, fees or charges incurred by you or any member of your party in booking additional transport, including flights.

If you choose to travel without adequate insurance cover, neither we nor the Supplier/Principal will be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

15. Health advice: You are advised to contact your GP as soon as possible for up to date health advice and information for the destination you are travelling to. Certain vaccinations may be recommended but not compulsory and other health precautions may need to be taken to avoid any medical problems during your trip. It is your responsibility to act upon the advice given as the Supplier/Principal would not be liable for any such occurrences regarding health advice. Please check the Health office orders issued by the relevant country of travel. For European holidays, EHIC provisions have changed and so you should check <https://www.gov.uk/visit-europe-1-january-2021> and <https://www.gov.uk/guidance/uk-residents-visiting-the-eueea-and-switzerland-healthcare> for updates affecting your travel. You may need to apply for a Global Health Insurance Card prior to departure instead. Up to date travel advice can be obtained from the

Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware> . You must obtain comprehensive health insurance cover if you are travelling to the European Union.

16. Passports & Visas: All information provided relates to British citizens who hold or are entitled to apply for a British passport. If you are not a British citizen and do not hold a British passport, you must make your own enquiries as to the applicable requirements. All customers (including children) who make a booking are required to hold a current 10 year passport. We will not be held responsible for any loss or delay that may occur as a result of the passport or visa not being produced for travel. The carriage of passengers and their baggage is subject to provisions of the applicable international conventions such as the Montreal Convention, national legislation and the carrier's conditions of carriage. Your specific passport and visa requirements, and other immigration requirements are your sole responsibility and you should confirm these with the relevant embassies and/or consulates of the countries through or to which you are planning to travel. Requirements may change so you must check the up to date position in good time before departure. Neither we nor any Supplier/Principal accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type.

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

17. Local taxes & Resort fees: The governments in some countries have introduced local taxes such as city, tourist, departure tax and resort fees which are payable locally at either the hotel or airport upon arrival/departure. Please note it is not possible to pay these fees/taxes in advance.

18. Delivery of documents: All documents (eg. invoices/tickets/Insurance policies) will be sent to you by e-mail. Once documents are sent to you we will not be responsible for non-receipt unless such loss is due to our negligence. If you request your documents to be sent to you by post you may incur a postal charge which will be advised to you at the time of booking.

19. Who can buy holidays from us? For the majority of our holidays we can only accept bookings from UK residents aged 18 years or over and there must be at least one adult (18 years or over) traveling on any one booking. Some tour operators do allow 17 year olds to travel but they will need a letter of consent from a parent / guardian.

20. Final Travel Arrangements: Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

21. Accommodation/Hotel Classifications & Star Ratings: All star ratings and classifications are Supplier/Principal's own ratings and are usually based on the facilities available along with feedback received. Official ratings which may differ from Supplier/Principal's ratings and are given by the local Tourism Authorities in the relevant country, and may not reflect the same standards as in the UK, as different countries have different qualifying standards. For example a four star hotel may not necessarily have the same facilities/standards as a four star in the UK, and cannot therefore be compared. For self-catering properties, an 'A' class is not necessarily of a higher quality than a 'C', the Supplier/Principals quote these classifications only to comply with current legislation. When choosing your arrangements, please refer to the information in the Supplier/Principal's descriptions, which indicate facilities available at each property.

22. Special requests and medical conditions/disabilities: If you have any special requests (for example dietary requirements, cots or room location) you must advise us at the time of booking. Although we will pass any reasonable requests on to the relevant Supplier/Principal, we cannot guarantee that any request will be met and we will have no liability to you if they are not. If you request confirmation in writing that a special request has been noted or passed on to the Supplier/Principal or request the inclusion of the special request on your confirmation invoice or any other documentation please note this is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability and local charges may apply. If you or any member of your party has any medical condition or disability which may affect your booking or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you make your booking so that we pass this on to the Supplier/Principal and 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 also whenever any change in the condition or disability (if any) occurs. You must also promptly advise us if any medical condition or disability which may affect your arrangements develops after your booking has been confirmed.

23. Complaints: Because the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns should be addressed to them. If you have a problem during your holiday, please inform the relevant Supplier/Principal (eg. the Hotel) immediately who will endeavour to put things right. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, please write to us within 28 days of your return home by writing to our Customer Relations Department, TTA Travel, St Andrews House, West Street, Woking, Surrey, GU21 6EB giving your original booking reference number and all other relevant information. Complaints received after 28 days will not be accepted.

24. Our responsibilities for your booking:

24.1 Agency Bookings: Where you have booked a Travel Arrangement where we act as agent, your contract is with the Supplier/Principal and its terms and conditions apply. As agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of

the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

24.2 Multi-Contract Package Bookings: (1) Where you have booked a Multi-Contract Package, although we still act as agent for the Supplier/Principal and your contract is with the Supplier/Principal, we will accept responsibility for the Travel Arrangements making up your Multi-Contract Package as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below. As such, we are responsible for the proper provision of all the Travel Arrangements included in the Multi-Contract Package as set out in your booking confirmation. Subject to these Booking Conditions, if we or the Supplier/Principals negligently perform or arrange those Travel Arrangements and we don’t remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package Holiday, you may be entitled to an appropriate price reduction or compensation or both. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your Multi-Contract Package. Please note that it is your responsibility to show that we or the Supplier/Principal(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

1. the acts and/or omissions of the person affected; or
2. the acts and/or omissions of a third party unconnected with the provision of the Travel Arrangements contracted for and which were unavoidable and extraordinary; or
3. Force Majeure (as defined in clause 26).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- **(a) loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- **(b) Claims not falling under (a) above and which don’t involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- **(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:** The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

o In any circumstances in which a carrier is liable to you by virtue of Ec261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

o When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and the Supplier/Principal(s) strictly in accordance with the complaints procedure set out in these Booking Conditions

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

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

- which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- relate to any business.

(7) We will not accept responsibility for services or facilities which were not included on your booking confirmation or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

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

25. Delays, Missed Transport Arrangements and other Travel Information If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such

cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We cannot accept liability for any delay which is due to any of the reasons set out in clause 26 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know. Please note the existence of the “United Kingdom safety list” (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban with the EU Community.

26. Force Majeure: Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our obligations to you are affected by unavoidable and extraordinary circumstances, meaning any event beyond our or the Supplier/Principal’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken (“force majeure”). Examples include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics, significant risks to human health such as the outbreak of serious disease at the travel destination (including the ongoing effects of the COVID-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier/principal(s) concerned’s control.

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

27. Behaviour: You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the Supplier/Principal(s)

concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

Supplier/Principals reserve the right at any time to terminate your arrangements due to your behaviour, where justified in their reasonable opinion. No refunds will be given. Furthermore, neither the Supplier/Principals nor we shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay/transfer being terminated.

28. Room Allocation: On arrival at the accommodation, you will be allocated a room. Please note: when checking-in after midnight, your room will be reserved from the previous day. You must normally check out of your room at 11:00hrs on the booking departure date, unless otherwise stated on the accommodation voucher issued by us.

29. Website and Pricing details: Please note, the information and prices shown on our websites may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking. There may be small differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction. In addition to this, please be aware that advertised facilities within your hotel and around the resort may not be fully functional in early and late season. We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our negligence.

All images of hotel rooms on our website are for representation purposes only and may not reflect the actual room you are allocated. From time to time building work and its associated noise is unavoidable in resort. We do not control such work and we do not always receive advance notice from the Supplier/Principal of when it is scheduled. However we will always notify you as soon as possible if a Supplier/Principal makes us aware of building work taking place and if we think building work will affect your holiday enjoyment.

30. Pricing

30.1 Agency Bookings Please note, the information and prices shown on our websites may have changed by the time you come to book your arrangements. We reserve the right to change prices at any time before you book. You will be able to determine the up to date price for your chosen arrangements prior to confirming your booking.

30.2 Multi-Contract Package Bookings: Where you booked a Multi-Contract Package, we reserve the right to amend the price of confirmed Travel Arrangements within that Multi-Contract Package, solely to allow for increases which are a direct consequence of changes in:

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

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

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

Should the price of your Multi-Contract Package go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that Travel Arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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

Please note that this clause 30.2 applies to Multi-Contract Package bookings only.

31. Data Protection: Please see our Privacy Policy [here](#) which explains how we will process your personal data.

32. Links to third-party sites: This Website may contain hyperlinks to websites operated by other parties, such as Tripadvisor. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

33. Safety Standards: Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

34. Errors and Omissions: We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However there may be times when obvious errors occur. For example, very occasionally this may result in a price, product or other service detail description being incorrect. In such cases we reserve the right to cancel the booking or offer a reasonable alternative.

35. Excursions/activities: We do not sell excursions or organize activities. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. We do not have any responsibility or liability whatsoever for anything which may go wrong on a resort booked excursion and cannot accept any liability on any basis in relation to such activities or excursions.

36. Assignment: You may not transfer any of your rights or obligations under these booking conditions without our prior written consent. We may transfer any of our rights or obligations under these terms and conditions without your prior written consent.

37. Law and Jurisdiction: We both agree that any dispute, claim or other matter which arises between us, out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

38. Insolvency Protection

38.1 Agency Bookings: All the Third Party Packages we sell come with protection for your money. If you make a Single Component Booking then this may not apply. Package holidays are protected by the package organiser (which will be the Supplier/Principal) and we will provide you with their confirmation. When you buy an ATOL protected flight or flight inclusive Third Party Package from us, this is protected by the Supplier/Principals ATOL and 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.

38.2 Multi-Contract Package Bookings: We provide financial security for Multi-Contract Packages which includes flights by way of our Air Travel Organiser's Licence numbers T7173 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product flight or Multi-Contract Package which includes a flight, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what means for you and who you can contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers/principals 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/principal are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any outstanding money 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, of the supplier/principals 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 claims 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 body has paid sums you have claimed under the ATOL Scheme.

We provide full financial protection for Multi-Contract Packages which don't include flights, by operating a trust account through Travel Trust Association.

If you book anything other than a Multi-Contract Package from us, your monies will not be financially protected. Please ask us for further details.

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

Please note that clause 40 only applies to customers who have booked a Multi-Contract Package.

40. COVID-19 & Additional Holiday Information: Please note we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment, curtailment of your holiday, missed transport arrangements and additional accommodation required), in the following circumstances:

- a) prior to departure, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with COVID-19 and you are required to self-isolate and are no longer able to travel;
- b) after your departure and during your holiday, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed and are required to self-isolate;
- c) you fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or any other governmental body or local or fail to submit for testing or assessment when requested to do so and as a consequence you are denied boarding, denied entry to the destination or otherwise denied access to any of your travel arrangements.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim any charges you incur due to the above and we suggest you contact your travel insurance provider.

41.1 Awareness & Measures: In response to the COVID-19 pandemic, each destination has implemented their own health and safety measures and precautions in an attempt to combat the spread of the disease. Specific regions and resorts have also introduced their own health and safety measures in line with government advice (local or national), depending on their capacity and ability to take certain precautions. It is your responsibility to make yourself aware of and comply with the measures that are in place at the travel destination, resort or other accommodation you have booked, Health and safety measures and requirements may also vary for each activity, tour and other excursions and travel arrangements you have booked.

Certain measures may be mandatory and it is essential that you and any members of your party comply with and respect any local and national health and safety measures throughout the duration of your holiday as you could face penalties for failing to do so. Such measures may include, but are not limited to, social distancing, the use of facemasks both indoors and outdoors, a maximum number of households or people in the accommodation or other facilities and restrictions on the use of certain facilities. We will not be liable for any costs, fees, charges or penalties you incur from your failure to comply with any mandatory requirements or measures.

Where possible, we will make you aware in advance of any mandatory measures that are in place at your travel destination and/or in place at any of the travel arrangements that you have booked. However, it is your responsibility to check the measures and requirements that are in place at your travel destination and ensure you are checking these regularly before your departure date. For further information we suggest you visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to, as well as the website and/or terms and conditions of your specific travel arrangements.

41.2 Entry Requirements: It is your responsibility to check the entry requirement for the destination(s) you are travelling to as many countries have introduced additional entry requirements.

Entry requirements may include, but are not limited to, proof of a negative COVID-19 test taken at a certain point prior to your departure date, additional COVID-19 test(s) taken at certain points during your holiday or proof of a COVID-19 vaccination (or multiple doses of vaccine) from a recognised provider. In addition to these requirements, you may be required to complete and present additional travel documentation beforehand detailing any destination you have travelled through/visited recently and whether you have been diagnosed or been in contact with anyone who has been diagnosed with COVID-19 recently. If you fail to complete and/or present the above when required, or if you fail any health check, you may be denied boarding and entry to your travel destination(s). We do not accept responsibility if you cannot travel and we are not liable for any costs, fees or charges you incur if you have not complied with the requirements or if you fail any health check. Unless stated otherwise, you will be responsible for the cost of any COVID-19 tests that you are required to have before and/or after your departure.

Entry requirements are likely to differ for each country and may change before your departure date.

Therefore, it is important that you keep up to date with the entry requirements that are in place for your travel destination(s).

Where possible, we will make you aware in advance of any entry requirements that apply to your travel destination(s) and will attempt to notify you without delay if any of the entry requirements change before your departure date but it is your responsibility to make yourself aware of the above and regularly check for the most up to date information up until the point of your departure. For further information on entry requirements, please visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to.