

Booking Conditions

Booking Conditions (01-Feb-2021)

These booking conditions should be read in conjunction with our General Information.

1. Contract

These Booking Conditions, together with the General Information section in our brochures or on our website (depending upon how you make your booking), and any other document we brought to your attention before we confirmed your booking, form the basis of your contract with us, Sunvil International Sales Limited, of Sunvil House, Upper Square, Isleworth, Middlesex, TW7 7BJ, with registered company number 984970 ("us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By asking us to confirm a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- he/she/they has read the Booking Conditions and has the authority to and does agree to be bound by them;
- he/she/they consents to our use of information in accordance with our Privacy Policy;
- he/she/they 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;
- he/she/they accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

2. Booking

(a) You may make your booking with us directly (through our website or by e-mail or telephone) or through one of our authorised travel agents. Whichever option you choose, your booking will be subject to our booking conditions which appear in our brochures and on our website - the latest version will always be available online and a copy of this can also be posted or e-mailed to you on request. By asking us to confirm your booking, we are entitled to assume that the person who makes the booking has had the opportunity to read our booking conditions and has agreed to these on behalf of everyone named on the booking. A contract between us only comes into existence when we issue a confirmation invoice, following payment of the applicable deposit or full payment (if booking within 70 days of departure).

For online bookings made through our website, the confirmation invoice will be issued at the end of the booking process which you must print and keep. If your arrangements include a flight arranged by us, you will also receive an ATOL Certificate.

You must contact us if you do not receive your confirmation invoice within 48 hours of having placed your booking (in line with the processes set out above).

You must check all documents we send you carefully as soon as you receive them as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of our sending it out (or in the case of travel documents/tickets, 5 days). If we accept your booking on the basis that one or more elements of the arrangements (such as the accommodation) is subject to confirmation by the relevant supplier, we will be entitled to cancel your booking and terminate your contract without any liability to you (other than refunding any payment you have made to us or your travel agent on our behalf in respect of that booking) in the event that the element(s) in question cannot be confirmed.

3. Payment

(a) Any monies paid by you to the agent are held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligations to pay it to us for as long as we have not failed. In the event that we fail, any money held or subsequently accepted from the consumer by the agent is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

(b) The balance of the price is payable not less than 70 days prior to departure date. If the balance has not been paid by 63 days prior to departure, the booking will be cancelled and the cancellation charges set out below will be levied.

(c) Full payment will be due immediately for bookings made within 70 days of travel.

(d) No reminders or statements will be sent.

4. Special Requests

Special requests should be indicated on the holiday confirmation you receive from us - please check with us if it does not appear. We will try to arrange for special requests to be met, but cannot, and do not, guarantee that they will be unless a supplement is paid. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us and you have paid the applicable supplement. We do not accept bookings that are conditional upon any special request being met. Adding requests after booking may incur an administration charge.

5. Prices and Surcharges

(a) We take all appropriate steps to ensure the prices and other information appearing in our brochures and on our website and uploaded to our reservations system is correct to the best of our knowledge. However, changes may have been made since publication or uploading and errors unfortunately sometimes occur. You will

usually be given the correct, up to date price at the time of booking. In the event that the price for your holiday as advised by us or any of our agents or which is available through our website is incorrect at the time of booking, we reserve the right to correct this up to 3 working days after your booking has been confirmed. In this rare situation, you will be given the opportunity to book at the correct price or, if you do not wish to do so, we will cancel the booking and provide you with a full refund of the amount you have paid us but will have no further liability.

(b) Prices stated are general indications of the likely price. But they can vary. The price you are given at the time of booking is the price to be paid.

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

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

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

However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of:

- accepting the price increase and paying the requested amount;
- accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price); or
- cancelling your confirmed booking 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 which do not form part of your package. 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, then any refund due will be paid to you less an administration fee of £45. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

6. Alterations by You & Transfer of Booking

(a) A fee of £45 per booking for a minor change (e.g. cancellation of car hire) or £45 per person for a major change (e.g. name change, change of accommodation or change of dates to earlier or later in the season) to cover administration costs will be charged for each amendment requested more than ten weeks before departure to a confirmed booking. Amendments involving "bought-in" flights (i.e. not on regular Sunvil/GIC charter flights) will attract a higher charge from the airline which will be quoted for on request. Holidays can only be transferred to another holiday within the same country within the same year. In certain circumstances we will allow holidays to be transferred to the following year but will require a new deposit in addition to the deposit already paid. Any alteration requested within ten weeks of departure will, where we are able to make the change, be subject to the administration fee that we quote to you at the time the change is made or, if we are unable to make the change, will be treated as a cancellation of the original holiday (attracting cancellation charges) and a new holiday booking. Please refer to our Peace of Mind Promise for 2021 to view exclusions to the charges that are listed here.

(b) Transfer of Booking: If any member of your party is prevented from travelling that person may transfer their place to another person acceptable to us provided that: (i) the transfer is requested in writing at least 7 days before departure; (ii) the request is accompanied by any tickets or vouchers already received from us, full details of the person who will take over the booking, any balance due for the booking and the appropriate administration fee which will be £45 per name-change (where the transfer is requested more than 10 weeks before departure, where the transfer is requested less than 10 weeks before departure it will be subject to the administration fee that we quote to you at the time the transfer is made - please refer to our Peace of Mind Promise for 2021 to view exclusions to the charges that are listed here); plus all charges of whatever nature levied by our suppliers arising out of the transfer. You should be aware that some suppliers, particularly airlines, may charge a 100% cancellation fee and the cost of a new ticket; and (iii) the person taking over the booking agrees to be bound by these Booking Conditions. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

7. Cancellation by You

(a) Should you wish to cancel your confirmed holiday, this must be done in writing to us. A written notification must be received by us by recorded or registered mail or by email (if sent by email you should ensure that you do not receive an auto-response stating the email

could not be delivered; in addition if you do not receive a prompt response from us, please call us to ensure we have received your email). No cancellation will be effective until such written notice is received by us. You will be liable to pay the following cancellation charges:

Period before departure	Cancellation charge as a % of total invoiced cost*
70 days or more	Deposit payment
69 – 43 days:	30%
42 – 29 days:	40%
28 – 22 days:	60%
21 – 15 days:	80%
4 days or less:	100%

(b) *Important Note: We reserve our right to pass on to you any cancellation charges imposed by our suppliers which are in excess of the cancellation charges set out above. In particular, any "bought-in flight element" (i.e. that you are booked on non-standard Sunvil flights, scheduled or chartered, for which a higher deposit is required) will be charged at 100% cancellation fees for the flight.

(c) Amendment charges are non-refundable.

(d) Should one or more members 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.

(e) If the deposit paid is more than the percentage cancellation charge applied within 70 days then the higher amount will be charged.

(f) Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

(g) Cancellation by You due to Unavoidable & Extraordinary Circumstances: You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity within 14 days of your scheduled departure. 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.

This clause 7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8. Alterations and Cancellation by Us

(a) As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your confirmed booking and we reserve the right to do so at any time.

(b) If we make a significant change or cancel the holiday after the booking has been confirmed but before departure, you will have the choice of:

- accepting the cancellation or alteration;
- taking another available holiday with us (if it is more expensive you must pay the difference; but if it is cheaper we will make an appropriate refund); or
- in the case of a major alteration) cancelling the holiday and receiving a full refund of all monies paid.

(b) A significant change is:

- a change of UK departure or arrival airport except between: The London airports: (I) Gatwick, Heathrow, Luton, Stansted, London City and Southend; (II) The South Coast airports: Southampton, Bournemouth and Exeter; (III) The South Western airports: Cardiff and Bristol; (IV) The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield; (V) The Northern airports: Liverpool, Manchester and Leeds Bradford; (VI) The North Eastern airports: Newcastle and Teesside; (VII) The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen; or
- a change of accommodation area if this results in materially different facilities and/or anticipated experience, or a change to lower grade accommodation for a substantial part of the holiday. (Substantial means 25% or more of the nights spent in-country.)
- a change of outward departure time or overall length of your arrangements by more than 12 hours
- any other change is a minor change.

(c) If you decide to cancel because of a significant or if we cancel a holiday for any reason other than Force Majeure (please refer to clause 9) or Low Bookings (please refer to clause 8(d) below), we will pay compensation as follows:

Period before scheduled departure when significant change or cancellation is notified	Compensation per fare paying passenger
70 days or more:	Nil
69 – 29 days:	£40
28 – 14 days:	£50
Less than 14 days:	£60

Please note that compensation payments relating to a child place for

which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on "free child places", "free group places" or infants.

(d) Low Bookings is where an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form. We will never cancel a holiday because of Low Bookings less than 42 days before departure.

(e) If there is a minor alteration, we will try to notify you, although we are not obliged to do so, nor are we liable to pay compensation.

(f) If we become unable to provide a significant proportion of a holiday after it has commenced, we will, where possible, make suitable alternative arrangements for you at no extra charge to you or, alternatively, arrange for you to be returned to your point of departure and to receive a pro-rata refund for any ground arrangements not received. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major alteration has to be made as a result of Force Majeure or Low Bookings.

9. Force Majeure – Circumstances Beyond our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your holiday after booking, or we, or our suppliers, cannot supply your holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, change to Foreign, Commonwealth and Development Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development). Please see clause 25 for further information about our responsibility in the event that your holiday is affected by Covid-19.

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 the loss of certain flight routes or 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.

10. Overbooking

In the very rare event of overbooking accommodation of which we are not aware before you depart, you will be offered alternative accommodation on arrival, which accommodation will be of a comparable standard if available. If the location and/or facilities of the alternative accommodation can reasonably be considered inferior to that originally booked, we will compensate you by paying you the difference in price, if any, between the two properties plus compensation of up to 5% of the original holiday price.

11. Accurate Descriptions

We make every effort to ensure that all resorts and accommodation offered in this brochure or website are described as accurately as possible and that all price indications are correct. Changes, however, can occur and we reserve the right to make changes, in which case you will be informed, of any price change and any material descriptive change, at the time of booking or on your subsequent Holiday Confirmation Invoice. You should bear in mind that certain facilities, particularly sports, entertainment and excursions, are subject to demand at any given time. It would not, for instance, be reasonable to expect an excursion to run unless there is demand which makes its operation economically viable. If a hotel is equipped with centrally controlled air-conditioning, the period and time of functioning of the system is at the discretion of the hotel management.

12. Accommodation

(a) Accommodation which forms part of your booking may not be used by the persons named on the booking form. Subletting is not permitted.

(b) You must observe the rules, if any, relating to the accommodation.

(c) You must vacate the accommodation in most areas by 10 am on the day of departure. There may be some exceptions and these will be advised locally by our representative, agent or accommodation provider. Check-in is normally available from 4 pm onwards subject to hotel management discretion.

13. Conduct, Injury and Damage

(a) You shall behave properly throughout your holiday and, in particular, must not do or permit to be done anything which might lead to damage to any property, injury to any person, or violation of any contract of insurance.

(b) You will use, occupy and enjoy the accommodation provided as part of your holiday with due care and in a proper manner without allowing the accommodation to become unreasonably soiled. No items, fixtures or fittings shall be removed from the accommodation or left outside at any time.

- (c) You will be responsible for the cost of repairing or replacing any lost, broken or damaged items, including lost keys.
- (d) You will treat and speak to our employees and representatives in a reasonable and civil manner.

14. Travel Delays and Flights

- (a) Flight times are provided by airlines and are subject to change owing to matters such as air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. As between you and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international Conventions. Copies of these Conventions are available from us on request.
- (b) 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 the airline or other transport supplier concerned immediately.
- (c) If you are travelling to the UK from the EU or EEA (and are travelling on a UK passport), you should allow extra time to complete your check-in, security and customs procedures at the port or airport. If you are travelling on a UK passport, you may no longer be able to use border queues or e-gates that are designated for EU / EEA travellers and delays may arise as a result. You may also be asked to explain the purpose of your trip, and to provide evidence of sufficient means of subsistence for the duration of your trip. In all circumstances, it remains your responsibility to ensure that you arrive at the port or airport in sufficient time to clear the necessary security, passport and customs checks before the departure of your transport arrangements.
- (d) 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 published at 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.
- (e) We cannot accept liability for any delay which is due to any of the reasons set out in clause 9 of these Booking Conditions (which includes the behaviour of any passenger(s) or for any passenger who, for example, fails to check in or board on time). 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. However, you may be entitled to claim under the flight delay section of your travel insurance policy.
- (f) We have no control over how much leg room (seat pitch) airlines allow on their aircraft. No guarantee can be given as to a particular seat configuration on board as aircraft types vary. However, these seat pitches are standard throughout the airline industry and comply with current Civil Aviation Authority guidelines.
- (g) This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

15. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event 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. You can get copies of the relevant conditions if you ask us.

16. Our Liability

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services, 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. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (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:- (a) the act(s) and/or omission(s) of the person(s) affected; (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services included in your holiday package and which were unavoidable and extraordinary; or (c) Force Majeure (as defined in clause 9).
- (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 total price of the package holiday. 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:

1. 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.
2. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004 (and/or the 'Air Passenger Rights ... (Amendment) (EU Exit) Regulations 2019'), 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.
3. 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 ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these 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 ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) We cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. 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 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 holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

17. Excursions Booked

Locally, we do not operate our own excursions. Any excursions booked locally at destination do not form part of the package you have booked with us, whether reserved through our local agent or representative. Sunvil acts solely as an agent for any such excursions and takes no responsibility or accepts any liability for their correct performance. Your contract will be with the operator of the excursion or tour and not with us.

18. Complaints

All complaints must be made at the time of occurrence to the supplier of the facility or service concerned, to give an opportunity to rectify the cause of the complaint. If unresolved, then you should swiftly call us directly. (If out of UK office hours, then use the relevant emergency mobile numbers supplied in your final travel pack.) Failure to do so will result in your legal rights being reduced or even extinguished. Any claims whatsoever against us must be submitted in writing to us in the UK within 6 months of your return. Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if you wish) be referred to ABTA's independent dispute resolution service. Please see clause 23 for more details.

19. Consumer Protection

We provide financial security for the flight-inclusive holidays and flights. We do this by way of our ATOL (Air Travel Organiser's Licence) granted by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk. Our ATOL number is ATOL 808. 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 will provide you with the services you have bought (or a suitable alternative). In some cases, where we are not able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to

accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding under your contract to that alternative ATOL holder. However, you also agree that in some cases it will be impossible 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. When you buy an ATOL protected flight or flight inclusive holiday you will receive an ATOL certificate. This certificate alongside your confirmation invoice lists the flight, accommodation, car hire and other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. See www.caa.co.uk/ATOLCertificate. For further information, visit the ATOL website at www.atol.org.uk.

We provide full financial protection for our package holidays which don't include flights as well as accommodation only bookings, by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

20. Data Protection

- (a) Please be assured that we have measures in place to protect personal data provided during the booking process. This information will only be passed on to the relevant suppliers of the travel arrangements forming your holiday. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.
- (b) If you travel outside the European Economic Area ("EEA"), controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Please see our privacy policy for further details.

21. Governing Law and Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. 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.

22. Prompt Assistance

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

23. ABTA

We are a Member of ABTA, membership number V6218 and 71398. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

24. Passport, Visas, Health and other Information Requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure. Most countries (including where you are travelling to a country that is part of the European Union or European Economic Area) now require passports to be valid for at

least 6 months after your return date (please go to Check a passport for travel to Europe - GOV.UK (www.gov.uk) for further information). If your passport is in its final year, you should check with the Embassy of the country you are visiting. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Please note, if you are travelling on a passport issued other than by the UK or a country within the EEA, you may be required to obtain an Airport Transit Visa, if your travel arrangements include a connecting flight departing from either the EU, Iceland, Norway or Switzerland. If required, Airport Transit Visas should be obtained from the consulate of the country where transit occurs and you should ensure that you apply for and obtain the Airport Transit Visa in good time before you travel.

If you are travelling to the EU or EEA you may be required to demonstrate that you have a return ticket to the UK, and that you have sufficient financial means to support yourself for the period of stay within the EU/EEA. Further information is available here: Visit Europe from 1 January 2021 - GOV.UK (www.gov.uk).

You may be required to complete a government Passenger Locator Form before travel. Instructions will be provided but this is your responsibility to submit it in time and should you fail to do so, the form is incomplete, or you do not have a QR code (if required) then you may be denied boarding or entry to the destination.

Please note that in certain circumstances (including but not limited to in the event of any epidemic or pandemic), entry restrictions can be imposed at a destination with little or no notice and which may affect your ability to travel to or enter the destination. You must ensure you have sufficient travel insurance to cover any losses you incur as a result, including cancellation charges, as we will not be liable to you for any losses you incur in these circumstances.

25. Covid-19: Limitation of Liability

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

Please note that 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), in the following circumstances:

- If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.
- If you, or anyone in your booking party, live in an area under local lockdown restrictions and are unable to travel as a result. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. In such circumstances, we will do our best to assist you and will offer you the following options, where possible and subject to availability:
 - Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well as any increase in cost imposed by other suppliers);
 - If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause 16;
 - Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you (in light of the fact that we are still able to perform your contracted holiday arrangements but your own personal circumstances mean that you are unable to attend). You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

- You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and transfer/excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and changes to the way meals are provided in hotels e.g. table service instead of a buffet, with fewer choices available. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.