

# Booking Conditions

## 1. Contract

1.1. These booking conditions ("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 Sunvil International Sales Limited, of Crown Yard, 16A Crown Road, St. Margarets, Twickenham TW1 3EE, with registered company number 984970 ("we", "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 ("Lead Name") and all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

1.2. The Lead Name on the booking will be the person responsible for the booking. The Lead Name shall be responsible for making all payments, for making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking. By asking us to confirm a booking, the Lead Name agrees on behalf of themselves and all persons named on the booking that:

- the details provided for all parties to the booking are full and accurate;
- all parties agree to be bound by these Booking Conditions and that the Lead Name has the authority to accept and does accept these Booking Conditions on behalf of all persons in the booking;
- they consent to our use of information in accordance with our Privacy Policy;
- they are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that all members of the party are of the appropriate age to purchase those services; and
- they accept financial responsibility for payment of the booking on behalf of all persons named on the booking.

## 2. Your Booking

2.1. 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. A contract between you and us only comes into existence when you make payment of the applicable deposit or full payment (if booking within 70 days of departure) and we issue you with a confirmation invoice.

2.2. 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 confirmed booking includes a flight, we will also issue you with 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).

2.3. You must check all documents we send you carefully as soon as you receive them and notify us of any errors or inaccuracies immediately 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).

2.4. We shall be under no obligation to issue a booking confirmation after you have placed a booking with us. We will not issue such a confirmation if we discover an error in the pricing of the booking (see clause 3 below) or if the any element of the booking is no longer available.

2.5. All bookings are subject to availability. If we accept your booking on the basis that one or more elements of the booking (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. In the event that the element(s) in question cannot be confirmed, we shall refund any payment you have made to us or your travel agent on our behalf in respect of that booking.

## 3. Payment

3.1. In order to make a booking with us, you must pay the minimum deposit amount notified to you at the time of booking. For some bookings, it may be necessary to make full payment at the time of booking.

3.2. If you have paid a deposit, the balance of the cost of your booking is payable not less than 70 days prior to departure date, unless you are informed otherwise at the time of booking. If the balance has not been paid by 63 days prior to departure, we will assume you wish to cancel, the booking will be cancelled and the cancellation charges set out in clause 7 will be levied.

3.3. If you make a booking within 70 days of departure (or such other period as you may be notified at the time of booking), you must make payment of the full amount at the time of booking.

3.4. Please note that you must remember to pay your balance by the due date and no reminders or statements will be sent.

3.5. Payments made to agents. When you book an ATOL protected flight or holiday, any monies paid by you to the agent 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. For all other bookings, all monies you pay at the time of booking to any authorised travel agent of ours through whom you make your booking will be held by them on your behalf until we issue a confirmation invoice to the travel agent. After a booking has been confirmed, all payments made to that authorised travel agent will be held by the agent on our behalf from receipt, provided they are

only paid to the agent immediately prior to the applicable balance due date (as shown on your confirmation invoice). Payments must only be made to the travel agent in sufficient time for them to be paid to us by the balance due date and not earlier even if your travel agent asks you to do so.

## 4. Special Requests & Disabilities/Medical Conditions

4.1. 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 special requests after booking may incur an administration charge.

4.2. We are not a company specialised in catering for disabled holiday makers, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen holiday. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen holiday. Acting responsibly, if we feel unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or, if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges, when we become aware of these details.

## 5. Prices and Surcharges

5.1. We may change the advertised price of any holidays from time to time. Prices stated are general indications of the likely low season price. But they can vary. The price you are given at the time of booking is the price to be paid.

5.2. 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. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.

5.3. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking and refund you any sums you have paid.

5.4. The price of the holidays include all government taxes as applicable at the time of booking that do not have to be paid locally. Those that have to be paid locally by you are extra and are your responsibility (such as international airport departure tax or local environmental or resort taxes). You will be advised of the amount of any such local charges where known by us before your booking is confirmed.

5.5. We reserve the right to increase the price of confirmed holiday 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 applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- the exchange rates relevant to the holiday.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your holiday, which excludes 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 a lower quality you will be refunded the difference in price); or
- cancelling your booking and receiving a full refund of all monies paid to us, except for 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 £50. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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.

## 6. Alterations by You & Transfer of Booking

6.1. If after we have issued you with a booking confirmation you wish to make an amendment to the booking, please contact us. Any notice of amendment must be given by the Lead Name on the booking.

6.2. If the requested amendment can be met, we will charge an administration fee of £50 per booking for a minor change (e.g. cancellation of car hire) or £50 per person for a major change (e.g. name change, change of accommodation or change of dates to earlier or later in the season) plus all costs and charges incurred or imposed by any of our suppliers. Amendments involving 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.

6.3. Any amendment 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 (as well as all costs and charges incurred or imposed by any of our suppliers) 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.

6.4. Please note that certain arrangements within your holiday booking (such as flights) cannot be easily changed or transferred after they have been confirmed and any change could incur a cancellation charge of up to 100% of that part of the arrangements and require you to re-book.

6.5. Transfer of Booking: If any member of your party is prevented from travelling that person may transfer their place to another person subject to compliance with the following conditions:

- the person to whom you are transferring your place satisfies all conditions applicable to the holiday;
  - the transfer is requested in writing at least 7 days before departure;
  - the request is accompanied by full details of the person who will take over the booking, any balance payment due for the booking and the appropriate administration fee which will be £50 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), 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
  - 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 customers not travelling or for unused services.

## 7. Cancellation by You

7.1. Should you wish to cancel your confirmed holiday, this must be done by giving us written notice. 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.

7.2. As we have incurred costs in relation to a cancelled booking (including, without limitation, charges which are imposed on us by the third party suppliers), you will be charged a cancellation fee per person as specified in the tables below, which reflects the losses and costs which we incur in cancelling the booking.:

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%
14 days or less	100%

7.3. \*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. Airlines in particular normally charge 100% as flights are generally non-refundable once booked.

7.4. Amendment charges are non-refundable. 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.

7.5. If the deposit paid is more than the percentage cancellation charge applied within 70 days then the higher amount will be charged. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

7.6. 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.

7.7. Cancellation by You due to Unavoidable & Extraordinary Circumstances: You have the right to cancel your confirmed holiday before departure without paying any cancellation charges in the event of Unavoidable and Extraordinary Circumstances (as defined in clause 9) occurring at your place of destination or its immediate vicinity which significantly affect the performance of the holiday or significantly affect the carriage of passengers to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid for your holiday but we will not be liable to pay you any additional compensation.

7.8. 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, as this doesn't apply to package holidays and travel arrangements.

## 8. Changes and Cancellation by Us

8.1. 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.

8.2. 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:

8.2.1. accepting the cancellation or change (if this results in a holiday of lower quality or cost, we will refund you the difference in price); or

8.2.2. (in the case of a significant change) cancelling the holiday and receiving a full refund of all monies paid; or

8.2.3. taking a substitute holiday if we are able to offer one. If you decide to take a substitute holiday, we will inform you of its impact on the price of your booking. If the alternative is of a lower quality or cost, we will refund you the difference in price.

8.3. We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the proposed change/cancellation. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to cancel the booking and provide you with a refund.

8.4. We will not give you any of the above options in the event that a change to the confirmed booking is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

8.5. A significant change is where we are constrained to make to the main characteristics of the holiday, or where we cannot fulfil any of your special requirements which we have accepted, and includes:

8.5.1. 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

8.5.2. 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.)

8.5.3. a change of outward departure time or overall length of your arrangements by more than 12 hours.

8.6. If you decide to cancel because of a significant change or if we cancel a holiday for any reason other than Unavoidable and Extraordinary Circumstances (please refer to clause 9) or Low Bookings (please refer to clause 8.8 below), we will pay compensation as follows:

Period before scheduled departure when significant change or cancellation is notified	Compensation per paying passenger
70 days or more	£0
69 – 29 days	£50
28 – 14 days	£75
Less than 14 days	£100

8.7. 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).

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

8.9. 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.

8.10. 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 significant change has to be made as a result of Unavoidable and Extraordinary Circumstances or Low Bookings.

## 9. Unavoidable and Extraordinary Circumstances

9.1. In these Booking Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

9.2. This may cover, for example, an outbreak of war or other serious security problems such as terrorism, significant risks to human health such as the outbreak of a 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 destination as agreed in the contract.

## 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 on our 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 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

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

12.2. You must observe the rules, if any, relating to the accommodation.

12.3. 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 3 pm onwards subject to hotel management discretion.

## 13. Conduct, Injury and Damage

13.1. You are expected to behave properly throughout your holiday and, in particular, you must not do or permit to be done anything which might lead to damage to any property, injury to any person, or invalidation of any contract of insurance.

13.2. 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.

13.3. You will be responsible for the cost of repairing or replacing any lost, broken or damaged items, including lost keys.

13.4. You will treat and speak to our employees and representatives in a reasonable and civil manner.

13.5. If in our or the supplier's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

## 14. Travel Delays and Flights

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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](http://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.

14.5. 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.

14.6. 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.

14.7. 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' Arrangements

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. 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 Responsibility for the performance of your holiday

16.1. 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 in this clause 16. This means that we are responsible for the proper provision of the 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 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 your holiday. 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 Booking 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.

16.2. We will not be responsible or pay you any refund, damages or 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 unforeseeable or unavoidable; or (c) Unavoidable and Extraordinary Circumstances (as defined in clause 9).

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

16.3.1. 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.

16.3.2. Claims not falling under 16.3.1 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.

16.3.3. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

16.3.3.1. 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.

16.3.3.2. 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.

16.3.3.3. 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.

16.4. 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 Booking Conditions.

16.5. 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.

16.6. Please note, 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.

16.7. 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.

16.8. 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 (as defined in clause 9), 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.

## 17. Excursions Booked

Locally, we do not operate our own excursions. Any excursions booked locally at destination do not form part of the package holiday 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 Sunvil.

## 18. 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.

## 19. Complaints

19.1. 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.

19.2. 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.

## 20. Insolvency Protection

20.1. The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for your Package Holiday and for your repatriation in the event of our insolvency.

20.2. For 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](mailto:claims@caa.co.uk). Our ATOL number is ATOL 808. The price of our flight inclusive arrangements includes the amount of £250 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.

20.3. 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.

20.4. 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](http://www.caa.co.uk/ATOLCertificate). For further information, visit the ATOL website.

20.5. We provide full financial protection for our package holidays which do not 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.com](http://www.abta.com). 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.

## 21. Data Protection

21.1. 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.

21.2. 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.

## 22. 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.

## 23. ABTA

We are a Member of ABTA, membership number 66218 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](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 24. Passport, Visas, Health and other Information Requirements

24.1. 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](http://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.

24.2. 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.

24.3. 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](http://www.gov.uk)).

24.4. 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.

24.5. 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. Travel Insurance

You must purchase adequate travel insurance for your holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs, ensuring it covers all the activities you plan to undertake and protects you against cancellation, medical and repatriation expenses and personal liability claims. If you wish to arrange additional activities while you are away, please check your cover before doing so. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.