

Booking conditions

1. Definitions

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 UK Limited, of Sunvil House, Upper Square, Isleworth, Middlesex, TW7 7BJ, with registered company number 3321687 ("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 has read these Booking Conditions and has the authority to and does agree to be bound by them;
- he/she consents to our use of information in accordance with our Privacy Policy;
- he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- he/she 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. A copy 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 either (1) we issue a confirmation invoice following payment of the applicable deposit or full payment (if booking within 56 days of departure) or (2) for telephone bookings made within 56 days of departure, we or your travel agent verbally confirm your booking and provide you with a booking reference following payment by credit or debit card. 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 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

- 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.
- The balance of the price is payable not less than 56 days prior to departure date. If the balance has not been paid by 48 days prior to departure, the booking will be cancelled and the cancellation charges set out below will be levied.
- Full payment will be due immediately for bookings made within 56 days of travel.
- 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

- 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.

- 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.
- The price of your confirmed holiday is subject at all times to changes in:

- the price of transportation 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 your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the 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.

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 £35 per booking for a minor change (e.g. cancellation of car hire) or £35 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 eight 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 resort area within the same country within the same year. Any alteration requested within eight weeks of departure will be treated as a cancellation of the original holiday (attracting cancellation charges) and a new holiday booking.

(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 £35 per name-change, 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.

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. 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
60 days or more	Deposit only
59-30 days	50%
29-22 days	70%
21-15 days	80%
14 days or less	100%

- *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.
- Insurance premiums and 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.
- If the deposit paid is more than the percentage cancellation charge applied

within 56 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 Force Majeure

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances (as advised by the FCO) 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 compensation. Please see clause 9 for more information on Force Majeure.

8. Alterations and Cancellation by Us

- 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.
- 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.
- A significant change is:
 - a change of airport (except between airports serving the same city); 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)

Any other change is an insignificant 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:
56 days or more	Nil
55 – 29 days	£20
28 – 14 days	£30
Less than 17 days	£40

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 on 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, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development).

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.

12. Accommodation

- Accommodation which forms part of your booking may only be used by the persons named on the booking form. Subletting is not permitted.
- You must observe the rules, if any, relating to the accommodation.
- 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

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

14. Travel Delays and Flights

- 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.
- 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.
- In the event that you experience difficulty on the occurrence of circumstances described in clauses 16 (2) (a) (b) (c) or (d) of these Booking Conditions, we will provide you with prompt assistance as is appropriate in the circumstances. Where you experience a flight delay or cancellation which is not owing to any failure by us, our employees or subcontractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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. We can also provide appropriate information on health services, local authorities and consular assistance if requested by you. Subject to the other terms of these 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.(d) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU 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. 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 legroom (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.

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

- We will accept responsibility for the arrangements we agree to provide or arrange for you as an 'organiser' under the Package Travel, Package Holidays and Package Tours Regulations 1992 and subsequent EU Directive 2015/2302 on Package Travel as set out below. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your 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.
- 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:-

- the act(s) and/or omission(s) of the person(s) affected;
 - 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
 - an avoidable and extraordinary circumstances; or
 - an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- 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 assumed to have adequate insurance in place to cover any losses of this kind.
 - 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 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.
 - Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

(i) 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.

- In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.
- 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.
- 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.
- 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) 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.

(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.

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. 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 settlement service.

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. Our ATOL number is ATOL 9280. 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.

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 reassigned 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.

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.