



**A&G Travel Group Limited**

**Terms and Conditions and Key Rights**

**The definitions set out below apply to these Terms and Conditions:**

**“Booking Conditions”** means either section 1 or section 2 below.

**“Booking Confirmation”** means the email or telephone call which specifies your requirements in relation to a booking and which, together with either clause 1.1 of section 1 or section 2 of the Booking Conditions, shall constitute a legally binding contract.

**“Force Majeure Event”** means any circumstance beyond our, or a supplier’s reasonable control which may include, but is not limited to:

- (a) acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic;
- (b) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (c) nuclear, chemical or biological contamination or sonic boom;
- (d) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (e) collapse of buildings, fire, explosion or accident;
- (f) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on a force majeure provision);
- (g) non-performance by suppliers; and
- (h) interruption or failure of utility service.

**“Lead Passenger”** means the first named traveller on our system, who we will correspond with and take instructions from.

**“Terms and Conditions”** means these Booking Conditions, together with:

- (a) our privacy policy;
- (b) our website terms of use; and
- (c) Booking Confirmation;
- (d) the Traveller Profile Form (if applicable);
- (e) any other written information we brought to your attention before we confirmed your booking, including, but not limited to any booking conditions.

**“Package Holiday”** a package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- (a) transport;
- (b) accommodation; and/or
- (c) other tourist services not ancillary to transport or accommodation and which accounts for a significant proportion of the package.

**“Traveller Profile Form”** means the form provided by us and completed by you (if applicable) or the details provided by you in writing or by telephone in respect of the traveller(s).

**“you” or “your”** includes the first named person on whose behalf a booking is made or any other person to whom a booking is added or transferred.

**“we”, “us” or “our”** means A&G Travel Group Limited, a company registered in England and Wales under company number 10998113 whose registered office address is 19th floor, 1 Westfield Avenue, E20 1HZ.

### **Key points**

We may act in one of the following capacities in respect of your booking:

- a) as a Package Holiday organiser in our own right; or
- b) as an agent on behalf of suppliers i.e., on behalf of the tour operator.

Our obligations to you will vary, depending on whether we are providing a Package Holiday to you, or acting as an agent on behalf of a supplier as set out below:

- a) Section 1, relates to your booking where we provide you with a Package Holiday; and
- b) Section 2, relates to your booking where we act as an agent on behalf of our suppliers.

Please read this material carefully as it sets out our respective rights and obligations.

By making a booking, the Lead Passenger agrees on behalf of all persons detailed on the booking that:

- a) they have read the Terms and Conditions and have the authority to and does agree to be bound by them; and
- b) they are over 18 years of age, resident in the United Kingdom and, where placing an order for services with age restrictions, declare that they and all members of the party are of the appropriate age to purchase those services.

## **Section 1 – Our Package Holidays**

### **Key points**

You enter into a contract with us when we issue our Booking Confirmation. If you then cancel, you will be liable to pay the cancellation charges, which we set out below in clause 5.5. The cancellation charges will vary depending on the time period before the original planned departure date.

You can make changes to your booking in certain circumstances and a fee will be payable by you to us.

We are responsible to you for providing your holiday, but there are legal limits which are set out below.

We are a member of ABTA and we provide protection for your flight based Package Holiday through our Air Travel Operators Licence (“ATOL”) number 12117.

You have certain key rights under the Package Travel and Linked Travel Arrangements Regulations 2018, which can be found at <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>.

**Please read the full terms below for more information and for other important rights and obligations.**

### **1. Booking and payment**

- 1.1. A booking and binding contract is made with us when:
  - a) you accept, orally or in writing, a quotation (whether given orally in or writing);
  - b) you pay us the full deposit we ask for, as communicated to you; and
  - c) we issue you with a Booking Confirmation following receipt of your deposit.
- 1.2. We reserve the right to return your deposit and decline to issue a Booking Confirmation at our absolute discretion.
- 1.3. If your confirmed booking with us includes a flight, we will issue you with an ATOL certificate. Where you have booked with an authorised agent of ours, our agent will issue you with the ATOL certificate either directly or we will send to you.

- 1.4. If on receipt of the ATOL certificate, Booking Confirmation or any other document received from us and/or our agents, you believe that any details are incorrect, you must advise us within 10 days of it being sent to you, or in respect of physical tickets, 5 days of them being sent to you, as changes may not be able to be made later and it may affect your right to claim under the ATOL certificate.

The balance of the cost of your booking (including any applicable surcharges) will be due on or before the date specified on your Booking Confirmation and in any event, prior to departure. If we do not receive the balance in full and on time, we reserve the right to treat your booking as cancelled by you, in which case cancellation charges may apply i.e., the loss of your deposit.

- 1.5. At the time of booking, we suggest that all travellers provide phone numbers and email addresses to us so that we can provide updates in relation to delayed flights or cancellations where relevant and to the extent that we are made aware by third parties.
- 1.6. Should you have a frequent flyer membership, or applicable loyalty program, details of this must be provided at the time of booking. As loyalty schemes are third-party schemes, please check your individual loyalty program for the specific terms and condition of your membership. We cannot guarantee that the provider will credit you with points for your booking and we are not liable to you in the event that they do not.
- 1.7. Some arrangements/services may be subject to certain conditions such as being non-refundable, non-date-changeable, non-transferable and/or subject to cancellation and amendment fees. This may be a requirement of our suppliers, or in place to provide you with a discounted price and as such we advise that you take note of any restrictions at time of booking as we cannot change any such conditions and you will be liable to adhere to any and all conditions.
- 1.8. By making a booking you agree on behalf of all persons detailed on the booking that:
  - a) you and each person named on the booking has read and agrees to the Terms and Conditions;
  - b) you have authority from the other named persons on the booking to agree to the Terms and Conditions on their behalf; and
  - c) they are over 18 years of age, resident in the United Kingdom and, where placing an order for services with age restrictions, declare that they and all members of the party are of the appropriate age to purchase those services.

## 2. Pricing

- 2.1. We reserve the right to amend any price quoted at any time prior to a booking being made in accordance with clause 1.
- 2.2. The price of your confirmed booking, before full payment is made, is also subject to the below variations in price, which you remain liable to pay the increase of immediately when requested:
  - a) transportation costs, including the cost of fuel;
  - b) duties, taxes, levies or fees chargeable for services such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and/or
  - c) the exchange rates used to calculate your arrangements.

Other than to correct errors in late bookings, there will be no change made to the price of your confirmed Package Holiday.

### **3. Financial Protection**

- 3.1. We provide full financial protection for our Package Holidays as set out in this clause 3.
- 3.2. For flight-based holidays, your protection is through ATOL.
- 3.3. When you buy an ATOL protected flight or flight inclusive package holiday, you will receive an ATOL certificate. The ATOL certificate will list what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.
- 3.4. Where we are unable to provide you with the services set out in the ATOL certificate due to insolvency, an alternative ATOL holder may provide you with the services you have purchased, or a suitable alternative, at no extra cost to you.
- 3.5. In circumstances where an alternative ATOL holder performs those obligations, you agree to pay any money outstanding to be paid by you under your contract with us to that alternative ATOL holder.
- 3.6. In some instances, it may not be possible to appoint an alternative ATOL holder, in which case you will be entitled to claim under the ATOL scheme.
- 3.7. You acknowledge that if you book one service with us and later add to that service, ATOL protection may not apply.

### **4. Changes made by you**

- 4.1. If you wish to change any part of your booking after your Booking Confirmation has been issued by us, the Lead Passenger on your booking must inform us in writing as soon as possible.
- 4.2. Whilst we will aim to assist with any amendments, we cannot guarantee that we will be able to make any changes.
- 4.3. Where we are able to assist, we may charge a reasonable administration fee per person and per change, as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves any costs or charges incurred or imposed by any of our suppliers. You should be aware that any third-party costs could increase the closer to the departure date that changes are made. Where we are unable to assist you, and you do not wish to proceed with the original booking, we will treat the booking as cancelled by you and the appropriate cancellation fee, as set out in this agreement, will apply.

## **5. If you cancel**

- 5.1. If you or any other member of your party decides to cancel your confirmed booking, the Lead Passenger or their representative must notify us in writing.
- 5.2. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.
- 5.3. If notice is being sent by post, we recommend that it is sent by recorded delivery.
- 5.4. If notice is being sent by email, please send it to the agent that you booked with or [finance@aandgtravel.co.uk](mailto:finance@aandgtravel.co.uk).

Subject to clause 5.5, on the basis that we incur costs in cancelling your arrangements, you will be liable to pay the applicable cancellation charges incurred by us by any third party, which may include our reasonable administration fees.

- 5.5. We may claim the cancellation charges from you, or any member of your party.
- 5.6. Some bookings may incur different cancellation charges as a result of the cancellation charges imposed by suppliers. In that event, our cancellation charges will be increased to cover our liability for the additional cancellation charges imposed on us. Some accommodation providers may also require additional non-refundable deposits, which will not be returned to you upon cancellation and which may make our cancellation charges higher.. Please enquire at the time of booking and where possible, we will provide you with the information.

- 5.7. Please note, certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangement in addition to the charges mentioned above.
- 5.8. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges back through them. We will deduct the cancellation charge(s) set out above from the monies you have already paid to us, and you will remain liable to pay any balance.
- 5.9. If you or a member of your party wishes to transfer their place to someone else and that person satisfies any applicable conditions, we may transfer their place, providing we are notified in advance of departure and any third-party provider agrees to such change. Further, you agree to meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees, in writing, to the Terms and Conditions. No refunds will be given for passengers not travelling or for unused services.

## **6. If we change or cancel your booking**

- 6.1. In the unlikely event that we need to make any changes to your travel arrangements, i.e., where we have been notified of changes by a third party supplier, or otherwise, we reserve the right to do the same at any time by providing you with notice at our earliest opportunity.
- 6.2. We also reserve the right in any circumstance to cancel your travel arrangements, if, for example (but not limited to), the minimum number of clients required for a particular travel arrangement is not reached.
- 6.3. In limited circumstances we may have to cancel your booking before departure.. However, where no minimum number of clients is required under your booking, we will not cancel your travel arrangements less than 60 days before your departure date, except where there is a Force Majeure Event or where such cancellation is subject to a third-party supplier cancellation and/or alteration.
- 6.4. Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of “minor changes” include the following when made before departure:
  - a) any change in the advertised identity or the carrier(s), flight timings, and/or aircraft type;
  - b) a change of outward or inward departure time or overall length of your holiday of twelve hours or less; and/or
  - c) a change of accommodation to another of the same standard or classification.

- 6.5. Occasionally we may have to make a major change to your confirmed arrangements. Examples of “major changes” include the following, when made before departure:
- a) a change of hotel accommodation for the whole or a significant part of your time away;
  - b) a change of hotel accommodation to that of a lower standard or classification for the whole or a significant part of your time away;
  - c) a change of outward departure time or overall length of your arrangements of twelve or more hours; or
  - d) a change of UK departure airport, as long as that change is not from one London airport to another London airport (London airports are Heathrow, Gatwick, Stansted, Luton and London City), or as long as that change is not Glasgow to Edinburgh.
- 6.6. If we do make a major change as set out in clause 6.5, or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:
- a) (for major changes) accepting the changed arrangements;
  - b) having a refund of all monies paid; or
  - c) accepting an offer of alternative travel arrangements of lower, equivalent or superior quality from us, if available (we will refund any price difference if the alternative is of a lower value).
- You must notify us of your choice within 7 days of our offer. If you fail to do so, we will assume that you have chosen to accept the change or alternative booking arrangements.
- 6.7. A child invoiced at a reduced rate will be paid credit/compensation on a pro rata basis of the adult rate.
- 6.8. We will not pay you compensation:
- a) in the event we are forced to make a change or cancel as a result of a Force Majeure Events.
  - b) if we make a minor change;
  - c) if we cancel as a result of your failure to make full payment on time;
  - d) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you; or
  - e) if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached.
- 6.9. The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please

note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you will be liable to pay any further difference prior to the date of travel.

- 6.10. Very rarely, we may be forced by a Force Majeure Event to change or terminate your arrangements after departure. If this situation does occur, we will not be liable in any respect to you (unless and to the extent that we obtain any compensation from our suppliers).

## **7. Complaints**

- 7.1. If you have a problem during your holiday, please inform us immediately and we will endeavour to assist.
- 7.2. If the problem cannot be resolved and you wish to complain further, you must send written notice of your complaint to the agent that assisted with your booking and/or to [finance@aandgtravel.co.uk](mailto:finance@aandgtravel.co.uk) Notice of your complaint should be received by us within 28 days of the end of your stay, giving your booking reference and all other relevant information.
- 7.3. If you experience illness in resort, you should report this to the hotel or the local representative or your insurance company. You should also consult a local doctor. If, on return to the UK your symptoms are ongoing, you should make arrangements to visit your local GP.
- 7.4. As mentioned, we are a member of ABTA, if we are unable to resolve your complaint, please go to [www.abta.com](http://www.abta.com) where you will find further assistance.

## **8. Your behaviour**

- 8.1. You and all travellers must look after their personal safety and conduct themselves in an orderly and acceptable manner and not disrupt the enjoyment of other third party travellers.
- 8.2. If in our opinion or in the opinion of any hotel manager or 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 of our other guests, any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately.
- 8.3. In the event of such termination our liability to you and/or your party will cease and you and/or party will be required to leave your accommodation or other service immediately. In such circumstance we will:
- a) have no further obligations to you and/or your party;

- b) not be liable to pay you any refund for lost accommodation or any other service; and
  - c) not pay any expenses or costs incurred as a result of termination.
- 8.4. In the event of termination, you and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party, whether caused directly, or indirectly by a third party as an invitee of yours. Full payment for any such damage or loss must be paid directly to the hotel or other supplier prior to departure from the hotel. If you fail to make payment, you will be solely responsible, and agree to hold us harmless, in respect of any claim subsequently made.
- 9. Our obligations**
- 9.1. Pursuant to our Terms and Conditions, we will accept responsibility for arrangements we agree to provide or arrange for you as you travel organiser. If the agreement is not performed, or is improperly performed by us or our suppliers, we will pay you the appropriate compensation calculated by taking into consideration all relevant factors, such as, but not limited to the extent to which our or our employees' or suppliers' negligence affected the overall enjoyment of your holiday.
- 9.2. Whilst we cannot exclude liability for death or personal injury that we have caused, we will not be liable to you for any injury, death, loss, damage, expense, cost or claim to the extent it results from:
- a) the act and/or omission of the person affected;
  - b) the act and/or omission of a third party unconnected with the provisions of the services contracted for;
  - c) the act and/or omissions of a supplier or its employees or agents committed other than in the course of providing the contracted services;
  - d) unusual or unforeseeable circumstances beyond our or our suppliers control, the consequences of which could not have been avoided even if all due care had been exercised;
  - e) a Force Majeure Event; or
  - f) an event which either ourselves or our suppliers could not, even with all due care, have foreseen or prevented.
- 9.3. Subject to clause 9.2 the amount of compensation we will pay to you if we are found liable by a competent court or regulator under this clause is limited to the maximum of the value of your booking.

## **10. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contract with us. For any excursion or other tour that you book, your contract will be with the tour operator of the excursion that you book with and not us.

## **11. Delays, missed transport arrangements and other travel information**

- 11.1. If you or another member of the booking misses your flight or other transport, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other supplier concerned immediately. It is your sole responsibility to ensure that you have checked all flight or other transport details.
- 11.2. We will endeavour to provide you with a prompt response to any issues where the issues have been caused directly by us, our employees or sub-contractors. Where the delay is not owing to any failure by us, our employees or sub-contractors, we will try to provide you with assistance where possible.
- 11.3. If you have purchased a return flight, multi-stop or around the world flight with a number of connections and you do not check in on a confirmed flight, the airline may register you as a 'no show' and your tickets on subsequent flights will be cancelled.
- 11.4. For some airlines, if you fail to check in on-line, they may charge you an administration fee if the airline has to check you in at the airport.
- 11.5. We will not be liable for any delay caused by you or for the reasons set out in clause 9.2 and/or clause 8.
- 11.6. The suppliers/carriers flight times and types of aircraft shown in their brochure, on their website or whether detailed in any correspondence sent by us, is for guidance only and subject to change. The latest flight times will be shown on your ticket and we will update you where possible in the event of advance notice of changes. It will be your sole responsibility to check the times upon receipt of your ticket and prior to departure.
- 11.7. Pursuant to UK Law, you may be entitled to compensation and/or refunds from the airline where; you have been denied boarding, your flight has been cancelled, or your flight has been delayed. Full details

of your rights can be requested from the airline directly, or found on the UK Civil Aviation Authority (“CAA”) website at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). If the airline does not comply with the CAA rules, you can complain to the CAA directly.

- 11.8. Reimbursement by the airline as set out in clause 11.7 does not automatically entitle you to reimbursement of your holiday from us. Further a delay or cancellation to your flight does not automatically entitle you to cancel any other arrangement you have with us.

**12. Passport, Visa, immigration requirements and health formalities**

It is solely your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable for your itinerary. We can only provide general information about this.

**13. Insurance**

You must have adequate travel insurance with a reputable travel company in place. You must take travel insurance out at the time of booking. If you fail to take out adequate insurance, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

**14. Special requests**

If you have any special requests, please let us know at the time of booking and we will pass on such requests, however, we cannot guarantee that such requests will be met and should such request incur a charge, you will be solely liable to pay for the same.

**15. Governing law and jurisdiction**

These Booking Conditions are governed in all respects by the English Law. The parties agree that any dispute, claim or other matter which arises between us out of or in connection with the Booking Conditions or your contract will be governed and dealt with by the laws of England and Wales.

## Section 2: Agency terms and conditions

### Key Points

When making your booking you enter into a contract with the applicable supplier(s) of the arrangements.

Your booking will be subject to the terms and conditions set out below and the specific booking conditions of the relevant supplier(s).

Any deposit must be paid in full by the balance due date notified to you. Please note, we will not send reminders, you will be responsible for ensuring the deposit is paid on time. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

In certain circumstances we apply a service charge for the services we provide, in addition to any charge levied by the supplier (as set out below).

### 1. Booking and payment

1.1. A booking is made with us when:

- a) you accept, orally or in writing, a quotation (whether given orally in or writing);
- b) you pay us the full amount as required by the supplier, as communicated to you verbally or in writing;
- c) you pay all insurance premiums and booking fees in full (if applicable); and
- d) we issue you with a Booking Confirmation on behalf of the supplier.

1.2. If your booking includes a flight, we on behalf of the supplier, or the supplier directly, will also issue you with an ATOL certificate. Please check your Booking Confirmation and ATOL certificate carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated on your passport.

1.3. As we act only as a booking agent, we have no responsibility for any errors in any documentation except where an error is made by us, and such liability will be as set out in clause 6.

1.4. Some arrangements/services may be subject to certain conditions such as being non-refundable, non-date-changeable, non-transferable and subject to cancellation and amendment fees. This may be a requirement of our suppliers, or in place to provide you with a discounted price and we advise that you take note of any such restrictions at time of booking.

- 1.5. If full payments are not made by their due dates, we will notify the supplier who may cancel your booking and charge you a cancellation fee as set out in their conditions.
- 1.6. Except where otherwise stated in the booking conditions of the supplier concerned, all monies you pay to us for any arrangement will be held on behalf of the supplier(s) concerned, with the exception of payment taken for bookings covered by an ATOL certificate.

## **2. Prices**

Please note, that changes and errors sometimes occur. You must check the price of your chosen arrangements carefully at the time of booking. We reserve the right to amend advertised prices at any time and to correct errors of prices in confirmed bookings.

## **3. Changes and cancellations by you**

- 3.1. Any cancellation or amendment request must be sent to us by email at [finance@aandgtravel.co.uk](mailto:finance@aandgtravel.co.uk).
- 3.2. Any cancellation and/or amendment will be subject to any charges that the supplier(s) impose, pursuant to their booking conditions and our charges as set out in clause 5.
- 3.3. In the event that you make an amendment, please ensure that you have received confirmation of the amendments prior to travelling.
- 3.4. Whilst we will endeavour to assist with cancellation or amendment, we cannot guarantee that such request will be met or approved by our supplier(s), which will be subject to their booking conditions.

## **4. Changes and cancellations by the Supplier**

We will inform you as soon as reasonably possible if the supplier needs to cancel or make a significant change to your confirmed arrangement. We will however have no liability to you.

## **5. Our Service Charges**

- 5.1. We reserve the right to charge an amendment fee , in addition to any charge levied by the supplier for any of the following:

- 5.1.1.name change;

- 5.1.2.date change;
- 5.1.3.any other amendment;
- 5.1.4.late booking fee; or
- 5.1.5.cancellation.

5.2. Any charge as mentioned above will apply per person making a change and any and all fees must be paid in full at the time the change is being requested.

## **6. Our responsibility and liability**

- 6.1. Your contract is with the supplier directly and it's booking conditions apply to your arrangements in addition to these e.g. administration fees may still be levied by us in addition to those charged by a supplier.
- 6.2. Our responsibility to you is to make the booking in accordance with your instructions.
- 6.3. We accept no liability where information has been provided to us with errors or omissions and we accept no liability for any information that has been passed onto our suppliers in good faith.
- 6.4. Should we be found to be liable to you, our maximum liability to you will be limited to the total value of the product, service and/or transport affected or any appropriate proportion, if not everyone on the booking is affected.
- 6.5. We do not exclude or limit any liability for death or personal injury that arises as a direct result of our negligence or that of any of our employees whilst acting in the course of their employment.

## **7. Passport, Visa, immigration requirements and health formalities**

It is solely your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable for your itinerary.

## **8. Complaints**

- 8.1. Any complaint in respect of your booking should be made directly to us and we will pass on your complaint directly to the supplier, who will resolve the complaint at their discretion and subject to their terms.. If you or any member of your party has a problem whilst on holiday, we recommend that you should report this to your hotel representative in the first instance and should the issue not be resolved, please contact us immediately.
- 8.2. If you wish to complain when you return home, write to us using the name and contact details in any confirmation documents we send to you and we will pass your comments onto the supplier.
- 8.3. In the event that your issues are not resolved, you have the option to use ABTA's alternative dispute resolution scheme, details of which you can find on their website at <https://www.abta.com/help-and-complaints/customer-support/resolving-disputes>.

## **9. Financial Protection**

- 9.1. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate.
- 9.2. The ATOL certificate will list what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.
- 9.3. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday, you will not benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018.
- 9.4. If you book any additional services during the same communication with us, the travel services will become part of a linked travel arrangement. In this case, we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note, that this does not provide a full refund in the event of the insolvency of the relevant service provider.

## **10. Insurance**

You must have adequate travel insurance with a reputable travel company in place. You must take travel insurance out at the time of booking. If you fail to take out adequate insurance, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

#### **11. Special requests**

If you have any special requests, please let us know at the time of booking and we will pass on such requests, however, we cannot guarantee that such requests will be met and should such request incur a charge, you will be solely liable to pay for the same.

#### **12. Governing law and jurisdiction**

These Booking Conditions are governed in all respects by the English Law. The parties agree that any dispute, claim or other matter which arises between us out of or in connection with the Booking Conditions or your contract will be governed and dealt with by the laws of England and Wales.