

BOOKING CONDITIONS

Your contract is with TTAFS Limited



1. YOUR HOLIDAY CONTRACT:

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as your airline booking has been made. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

2. YOUR FINANCIAL PROTECTION:

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 10300) administered by the Civil Aviation Authority.

3. When you buy an ATOL protected air holiday package from TTAFS Limited you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10300. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

4. YOUR HOLIDAY PRICE:

- (a) When you make your booking you must pay a deposit for the full cost of your airline booking plus 20% cost of all other travel arrangements made. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.
- (b) The price of your travel arrangements is fully guaranteed and will not be subject to any surcharge to you.

5. IF YOU CHANGE YOUR BOOKING:

If after confirmation of your booking, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25 per passenger, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. low cost flights) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

6. IF YOU CANCEL YOUR HOLIDAY:

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 7. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7. IF WE CHANGE OR CANCEL YOUR HOLIDAY:

It is unlikely that we will have to make any changes to your travel arrangements, but we are reliant on the services of third parties. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. This will be confirmed to you at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation.

If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure within which notice of Cancellation or major change is received by us or notified to you	If we make a major change to your holiday:	If we cancel your holiday:	If you cancel your holiday:
	Amount you will receive from us	Amount you will receive from us	Amount of cancellation charge
More than 70 days	£Nil	Deposit only	Deposit only
More than 28 days	£10	100% of holiday cost	Deposit plus 50% of holiday cost
More than 14 days	£20	100% of holiday cost	Deposit plus 75% of holiday cost
Less than 14 days	£30	100% of holiday cost	100% of holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or

nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

8. IF YOU HAVE A COMPLAINT:

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and your Booking Agent immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as ourselves without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

9. OUR LIABILITY TO YOU:

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation.. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provides the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

Your Booking Agent will provide you with copies of the transport companies' contractual terms, or the international conventions.. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your 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. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

10. PROMPT ASSISTANCE IN RESORT:

if the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS:

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. EXCURSIONS:

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

13. FLIGHT CONDITIONS:

When we book a flight on your behalf, we will identify the Airline on your ATOL receipt. It should be noted, that airlines operate independently of each other and are normally quite inflexible. Furthermore, they will invariably charge more for amendments once the booking has been made and levy "severe" cancellation charges.

By allowing or asking us to book a flight on your behalf, we regret and you accept that we are unable to take any responsibility for flights changes, or cancellation made to any part of your reservation by the Airline. For the avoidance of doubt, when we book a flight on your behalf, you are agreeing to the Airline booking terms & conditions. We will of course endeavour to change / amend all other components of your package without charge through co-operation with our suppliers in the event of a cancellation or change by the Airline however cannot guarantee this will be the case.

14. FLIGHT CHANGES:

Unfortunately, Airlines may occasionally change the type of aircraft on a particular flight without advance warning. Flight timings and days of operation are subject to change and we will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

We cannot be held responsible for Airline re-scheduling/re-routing flights via other airport/destinations following your confirmation of booking. Unfortunately, Airlines who re-route flights are not obligated to make a refund or reduction of any kind should a change to your original itinerary take place.

15. HOLIDAY INSURANCE:

You **MUST** take out fully comprehensive travel insurance. It will normally cover you in the event of cancellation against loss of deposit or cancellation fees and for medical costs in the event of you becoming ill or having an accident whilst on holiday. There are some restrictions on insurance, for example pre-existing medical conditions and you should advise the insurance provider of these at the time the policy is taken out. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.