

South Quay Travel & Leisure Limited Booking Conditions

Please read these booking conditions carefully, they form an important part of the contract for your trip.

All holidays are organised and offered for sale in the United Kingdom by South Quay Travel & Leisure Limited.

We are South Quay Travel and Leisure Ltd (ATOL 4619) and (ABTA V9945). References to "you" and "your" in these booking terms means all persons on the booking (including anyone added or substituted at a later date). "We", "us" and "our" means South Quay Travel and Leisure Ltd.

These booking conditions, our privacy policy, and (where your trip is booked via our website), our website terms and conditions of use, along with any other written information we brought to your attention before we confirmed your booking form the basis of your contract with us for the travel arrangements making up your booking (your 'arrangements' or 'trip'). Please read them carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018.

The key terms of our agreement are:-

Key terms

- 1. You will enter into a binding contract with us when we issue our confirmation invoice. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid the balance of the price of your arrangements, these charges will increase up to 100% of the cost of them, the closer you cancel to the date you travel;**
- 2. You can make changes to your confirmed arrangements in certain circumstances. We will make a charge for processing these changes;**
- 3. We may make changes to and cancel your confirmed arrangements but we will pay you compensation in certain circumstances if we do so;**
- 4. We are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

Special Note: We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed.

By making a booking, the lead name on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them
- b. He/she consents to our use of information in accordance with our Data Protection Policy (see clause 20)
- c. 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.
- d. We will only deal with the lead name on the booking in all correspondence, who will be responsible for making all payments due to us.

1. Booking and Payment

When you make a booking, unless previously advised, a non-refundable deposit will be required per person, and will vary based upon the value and content of each trip. If your quote includes "pre-release" components eg Eurostar or flights, deposits are only refundable in line with section 11 - surcharges if confirmed prices increase by more than 2% prior to the component's "release" date. Once released and agreed, deposits become non-refundable.

If you are travelling with a "low cost" airline, full payment for the cost of the flight is required at the time of booking.

The lead name on the booking accepts responsibility for paying for all the people named on the booking.

A binding agreement for your arrangements will come into existence between you and us when we issue a confirmation either directly to you or via any agent we have authorised to act on our behalf. Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. It may harm your rights if you don't.

Your balance payment is normally due no less than 8 weeks prior to departure for which we will not issue a reminder. On certain occasions earlier payment may be required and we will notify you if this is the case at time of confirmation. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 2 below will be payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent 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.

Trips requiring a minimum number

The majority of our trips require a minimum of 12 paying passengers per departure date before we can operate them. If the minimum number is not met we will notify you at least six weeks before your trip is due to depart and give you the options set out in clause 3.

Special requests

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. Whilst we will try to meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Special requests that have been noted on your confirmation or any other documentation do not amount to a promise to meet that request. A failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

2. Cancellation by You

Cancellations must be made in writing by letter or email and will take effect when received by us. You will receive an invoice confirming your cancellation within two weeks of us receiving your correspondence. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.

Date Cancellation received	Cancellation charge
More than 56 days before departure	Deposit
56 - 42 days before departure	30% of total cost
41 - 31 days before departure	50% of total cost
30 - 15 days before departure	75% of total cost
14 days or less	100% of total cost

In addition please note that for certain travel arrangements e.g. many scheduled and "low cost" airline and transport providers and additional options such as excursions, a 100% cancellation fee may apply as soon as the booking is made. Please ask for full details of cancellation charges at time of booking. Where we have organised your flights, if you are travelling on a scheduled airline, we cannot give you any refund (if one is due) until we have received your old travel documents, including tickets.

Free of charge places (if available) for group leaders are given based upon the number of paying members of the group. If any of these paying members drop out this will affect the free of charge places. Therefore any differences will have to be covered by the remainder of the group.

You may cancel any package arrangements prior to their commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 6) are occurring at the place where your arrangements are due to be performed or its immediate vicinity; ii) those circumstances make it impossible to travel safely to the travel destination, and iii) the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. Note that we will take into consideration any advice from the Foreign Office to avoid or leave a particular country in determining whether or not you may cancel your arrangements under this clause. In this event, you will receive a refund without undue delay of any payments made but this the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

If your arrangements are a package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. As most airlines do not permit name changes after tickets have been issued for any reason, for flight inclusive bookings, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

3. Changes & Cancellation by us

Because we plan your arrangements many months in advance, in some circumstances we must reserve the right to make changes to them and cancel them.

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 5.

Changes and cancellations before departure

Most changes will be insignificant and we reserve the right to make them. If we make an insignificant change to the main characteristics of your arrangements we will try to notify the change to you or your travel agent as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Examples of "insignificant changes" made before departure include the following:

- A change of outward departure time or overall length of your arrangements of twelve hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally, we have to make a significant change and we reserve the right to do so. A significant change is one where we or our suppliers significantly alter any of the main characteristics of your arrangements. Examples of significant changes include the following changes when made before departure:-

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

- A change of outward departure time or overall length of your arrangements of twelve hours or more.
- A significant change to your itinerary, missing out one or more destination(s) entirely.
- Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements.
- Where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i (for significant changes) agreeing to the changed arrangements,
- ii accepting the cancellation or terminating the contract between us and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you have booked a package and subject to the following exceptions as well as the limitations and exclusions in section B of clause 5, we will where appropriate pay you compensation as detailed below.

Number of days before departure that we notify you	Amount you will receive from us
More than 56 days before departure	Nil
42–56 days before departure	£ 15
15-41 days before departure	£ 20
0-14 days before departure	£ 25

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

We will not pay you compensation where:-

- i) we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- ii) we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 6;
- iii) we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i) we make an insignificant change;
- ii) we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a package, we will pay you compensation subject to section B of clause 5.

Where we are unable to ensure your return from a package as agreed because of unavoidable and extraordinary circumstances which directly prevent you from travelling safely back to your point of departure, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

4. Alteration by You

If, after our confirmation invoice has been issued, you wish to change your travel arrangements, for example your chosen departure date or destination in our rail programme, 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. You will be asked to pay an administration charge of £25, and any further costs we incur in making this alteration. You should be aware that these costs for changes could increase closer to the departure date and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. rail tickets) 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.

5. Our Responsibility to You

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause.

A. Our responsibilities differ according to what you have booked:

In relation to bookings of Packages

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause. 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.

In relation to all other bookings

We have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

Please note that it is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact a member of our team on +44 (0)7985 575754 who will be able to assist you.

B. Limitations of responsibility

In these terms and conditions, our responsibilities are limited, and duty to pay compensation is limited as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity 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 your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 6.

We will not be responsible, make a price reduction or pay compensation:-

a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.

b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

(a) whether or not you have followed the complaints and notifications procedure as described in these conditions. 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.

(b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.

(c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that 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.)

Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money 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 covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted 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 us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims relating to bookings of packages is three times the price paid by or on behalf of the person(s) affected in total. The maximum amount we will have to pay you in respect of all such claims relating to other bookings is an amount equivalent to the price paid by or on behalf of the person(s) affected in total. These maximum amounts will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

Assistance to those on a package in the event of difficulty or unavoidable and extraordinary circumstances

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in clause 6. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact our local representative of South Quay Travel on +44 (0) 1708 802388 at South Quay Travel, Gateway House, Stonehouse Lane, Purfleet, Essex, RM19 1NS. Alternatively, you can email info@southquaytravel.com

6. Unavoidable and extraordinary circumstances:

Except where otherwise expressly stated in these booking conditions we will not be liable or give you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

7. Suppliers' Conditions

Many of the services within your booking are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 5b). Copies of the relevant parts of these terms are available on request from us.

8. Passports, Visas, Health Formalities & Travel

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 now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Special conditions apply for travel to the USA. All passengers must have individual machine readable passports, and an ESTA (electronic authorisation) if travelling without a visa. Please check www.usembassy.org.uk

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non-British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

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.

9. Conduct & Behaviour

If in our 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 of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result 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. Full payment for any such damage or losses must be paid directly to the applicable supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

10. Insurance

Travel insurance is an essential part of your holiday and it is a condition of booking with us that you take out appropriate travel insurance. If you do not purchase insurance through us, you must arrange your own travel insurance covering at least medical expenses, injury, death, repatriation, curtailment and cancellation. You must ensure that your insurer is aware of the type and location of travel to be undertaken and advise us of your insurer's name and policy number. Details of a policy suitable to cover your arrangements are available from Gold Cover Insurance Services by contacting South Quay Travel on 01708 802388. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

11. Prices

Our current prices are calculated on exchange rates known at the time of your booking enquiry.

We reserve the right to make changes to and correct errors in advertised prices at any time before your booking is confirmed.

Important note: the information and prices shown may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices at the time of publication, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. Should we become aware of the need to revise information or prices, we may do so by informing you before we accept you're booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been published in our brochure and/or on our website. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 6.

The price of your confirmed package arrangements is subject to variations which occur solely as a direct consequence of changes in:-

- (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (c) the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart.

If that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 4.

If prices go down as a result of the above factors, a reflective refund will be made, but we/the applicable supplier will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due. Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

12. Delays

We cannot accept liability for any delay which is due to 'force majeure' as defined above. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

13. Complaints

If you experience a problem during your trip, you must report it immediately to the relevant carrier, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. At the time of booking you will be provided with emergency contact details should you need to contact us urgently. In the unlikely event that a problem cannot be resolved at the time and you wish to complain further, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and/or investigate it fully. In consequence, any right to compensation you may have may be substantially reduced.

14. Law & Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your booking will be dealt with under the ABTA dispute resolution scheme (if the scheme is available for the claim in question - see below) or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

15. ABTA

We are a Member of ABTA, membership number V9945. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

16. Financial Protection

We are required to provide security for the monies that you pay for certain types and combinations of travel arrangements booked with us; and for your repatriation in the event of our insolvency.

For bookings with no air travel included, we provide this protection of an insurance policy arranged by Advantage Financial Services through MGA Cover Services Limited. In the unlikely event of insolvency, you must inform MGA Cover Services immediately on +44 (0) 20 3540 4422 or at:

Affirma, Kemp House, 152 City Road, London, EC1V 2NX

Please ensure you retain the booking confirmation as evidence of cover and value. Please note this policy will not cover any monies paid back to you by your travel insurance or any losses which are recoverable under another insurance or bond. The existence of this policy means that in respect of all arrangements requiring protection, in the event of our insolvency, funds will be available to ensure that your arrangements can be provided as planned or if they can't, you will receive a refund of the money you have paid for them.

We do provide financial security for flight inclusive Packages, and ATOL protected flights by way of a bond held by the Civil Aviation Authority under ATOL number 4619. When you buy an ATOL protected flight or flight inclusive trip from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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 to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible 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.

If you have booked anything other than a package, the financial protection detailed above will not apply.

17. Flights and pick ups

The carrier(s), flight timings and types of aircraft shown on this website or in our brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Should there be any change we shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your e-tickets, which will be dispatched to you, approximately two weeks before departure. You should check these very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after e-tickets have been dispatched we will contact you as soon as we can to let you know. Please note the existence of a 'Community list' (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community. 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. 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 the airline does not comply with these rules you should complain to the air transport users' council on 020 7240 6061 www.auc.org.uk. This website 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. Please note that in accordance with Air Navigation Orders, in order to qualify for infant status a child must be under two years of age on the date of its return flight.

Your final travel documentation including the exact time and place of departure will be sent to you approximately 10 days prior to departure, providing all payments have been made. We are unable to give exact departure times before this.

18. Disabilities, medical conditions and fitness to travel

If you have any special requests or if any member of your party has any medical conditions or a disability, please provide us with full details at the stage of enquiry. We will do our utmost to cater for any special requirements you may have, however we regret we cannot guarantee the suitability of your chosen arrangements or that any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request/requirements can be met. We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of

booking, we will treat it as cancelled by you when we become aware of these details. Cancellation charges in accordance with clause 2 will apply.

We and the supplier concerned reserve the right to refuse boarding in the event that we reasonably feel that an individual is not fit to travel. We will deem that person unfit to travel if in the 48 hours or less before departure they have suffered with any medical symptoms suggestive of a viral illness including but not limited to diarrhoea, vomiting, high temperature or other flu-like symptoms.

19. Travel Advice

We advise you to refer to up to date recommendations by the Foreign and Commonwealth Office 'FCO' for visits to the country you are looking to book with us. This needs to be checked before confirming you booking with us. Details are available on the website www.gov.uk/foreign-travel-advice. General Enquiries Telephone 020 7008 1500.

20. Privacy

Information provided by you to us in connection with your holiday will be collected and held by us in accordance with the General Data Protection Regulation and our full data protection policy which is available here: <https://southquaytravel.com/privacy-cookie-policy/>. For the purposes of the General Data Protection Regulation we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, their passport and insurance details, credit/debit card or other payment details and (with your specific consent), special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your cruise operator, airline, hotels, credit/debit company or bank). The information may also be provided to public authorities such as customs/immigration if required by them, or otherwise as required by law. If you fail to provide us with this information, we may not be able to plan or confirm your booking. We have appropriate security measures in place to protect the personal details you give us. You are entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed; to delete, rectify or block the information we hold about you; to complete and restrict its use, and to port it to another organisation. You have the right to object to the processing of your data in some circumstances and where we have asked for consent to process your data in ways additional to those listed above (for example, for marketing purposes), you may withdraw this consent.