BOOKING CONDITIONS

These Booking Conditions together with our privacy policy and all information that we provide to you in regard to your booking, form the basis of your contract ("the Contract") with International Travel Connections Ltd of Bridgetown House, Lower Bridge Street, Chester, CH1 1RU company registration number 01030986 trading as ITC ("the Company", "we", "us" and "our"). These Booking Conditions apply only to holiday arrangements booked with us in the UK which we agree to make, provide or perform (as applicable) under the Contract. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated. In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. The Booking Conditions describe your obligations to the Company and the obligations of the Company to you. Please read them carefully.

1. YOUR CONTRACT WITH US

1.1 To make a reservation, please contact us and one of our expert Relationship Managers or Travel Managers will talk you through your chosen destination and holiday plans. You may then confirm your booking:

- By telephone or email - your Relationship Manager or Travel Manager will re-iterate all aspects of your itinerary, ask you to provide details* from the passports of each person travelling and confirm that you have read and agreed to our Booking Conditions. You will then be asked for payment of the required deposit or full payment if booking after balance due date. A contract between us will come into existence when we despatch our confirmation invoice to you to confirm your booking. We reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you, and, in this event, we will refund any deposit(s) that you have paid to us. It is important that you check the confirmation invoice carefully and advise us immediately of any incorrect or incomplete information.

*Information required prior to flight check-in for some destinations.

1.2 The lead passenger name should be the person who has confirmed the booking/signed the Booking Form. We treat the lead passenger as having the authority to book the holiday on behalf of all passengers. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the

booking. In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking. The lead name shall also be responsible for:

(i) the full payment of any deposits and balances.
(ii) the payment of any amendment fees or cancellation charges.
(iii) confirming the details of all the persons named in the booking to us.
(iv) communicating all information we provide, including, without limitation, confirmation invoices and these Booking Conditions, to every person named on the booking.

2. PAYMENT

2.1 On occasion, you may be required to pay more than one deposit and, where this is the case, the sum of those deposits shall form the total deposit ("Deposit") payable by you.

2.2 For all bookings where only a Deposit is paid at the time of booking, the remaining balance must be received by us ten weeks prior to departure (12 weeks for Festive departures), unless otherwise stated.

2.3 You can pay by cheque, debit/credit/charge card or by bank transfer (details on request).

2.4 If you make a booking after the balance due date has passed, full payment will be required by the quickest available method of cleared funds.

2.5 Non-payment or late payment of your outstanding balance may result in your booking being treated as cancelled by you, in which case, the cancellation charges set out in Clause 7 will be incurred.

2.6 Please contact us immediately if any information which appears on the confirmation invoice, or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so. If you book through one of our authorised travel agents, please note that all monies paid to your travel agent for a holiday which does not include any flights are at all times held by the travel agent on behalf of the Company.

2.7. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

3. INSURANCE

It is a condition of your Contract with us that you have adequate travel insurance that is effective from the date that you make your booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.

We also ask that you provide us with the details of your insurer, the policy number and the emergency contact details to assist you in the event of an accident or emergency abroad. It will be necessary for you to comply with the requirements of the policy in the event of a potential claim, e.g. reporting a theft to the local police. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

4. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate at the time of printing or publication. However, errors and changes can occasionally occur, and we reserve the right to correct prices and other details at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is clearly incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

The availability of services and amenities may be affected by local conditions, such as inclement weather or the season. Suppliers of accommodation, transport and

recreational facilities can make changes with no advance notice to us. When we become aware of any significant changes, we will advise you or your travel agent at the time of booking or, if after booking, as soon as possible before departure. The provisions of Clause 7 will apply when a significant change is notified after the booking.

5. AMENDING YOUR BOOKING

5.1 If you wish to change any part of your booking after we have issued a confirmation Invoice, the lead name on the booking must inform us in writing as soon as possible and the effective date of any change shall be the date that we receive written notification from you. Whilst we will do our best to make the requested changes to your booking, it may not always be possible to do so. Where we can make the requested changes, you will be required to pay an administration charge of £40.00 per change, in addition to any further costs or charges that we incur (whether from our suppliers or otherwise) in making the changes to your booking. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should therefore contact us as soon as possible.

5.2 It may not be possible to change certain elements of your booking (e.g., flights, transfers, excursions, upgrades, etc.) and, where you have requested for any of those elements to be changed, a cancellation charge of up to 100% for that element of your booking may be charged.

5.3 If the amendment results in fewer people in your booking, then the total price payable for the booking will be adjusted accordingly based on the lower number of people in the booking, which may result in an increase in price per remaining person. Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking. If a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

5.4 You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before your departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, therefore you may have to pay the full

cost of an alternative flight (where available) if you wish to transfer a flight seat after your booking has been confirmed.

6. CANCELLING YOUR BOOKING

6.1 If you wish to cancel your booking after we have issued a confirmation invoice to you, the lead name on the booking must inform us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you.

6.2 Since we incur costs in cancelling your booking, you will have to pay cancellation charges below. Where the cancellation charge is shown as a percentage, this is calculated based on the total invoice cost payable excluding amendment charges, which are not refundable. Please note that when part cancellations occur, the amount payable by the rest of the party may increase.

Period before departure – Cancellation fee per person:

Over 70 days: Loss of deposit**

70–43 days: 40% of holiday price*

42–31 days: 60% of holiday price*

30–15 days: 80% of holiday price*

14–0 days: 100% of holiday price

Where the cancellation charge is less than the Deposit, the Deposit shall be charged.

6.3 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim some or all of these charges.

6.4 For flight-inclusive bookings, you must also pay any cancellation charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s). Some elements of your booking (e.g., transfers, excursions, upgrades, etc.) may also not be refundable.

*Please note that cancellation terms for the following destinations are different; India, Latin America, USA ranch holidays and African itineraries, and 100% cancellation charges will apply within 31 days prior to departure.

**Bookings on some airlines, cruises and hotels during the peak season will have varying cancellation charges and therefore the fees shown above will not apply. The charges will be calculated and advised to you at the time of cancellation.

6.5 CRUISE BOOKINGS

ITC Acts as an agent for the Cruise Operator(s) who are our principal. We will make the Booking for your Cruise Holiday on your behalf as an agent for the Cruise Operator(s) concerned. Your contract for the Cruise Holiday is between you and the relevant Cruise Operator(s) and not with us.

Please be aware that when booking a cruise, the cruise element, as well as any additional components arranged directly with the cruise line, will be subject to the terms and conditions of the individual cruise operator, details of applicable cancellation charges are available upon request.

Any elements such as air, hotel, rail and transfers booked by ITC Travel through our own suppliers will fall under ITC Terms and Conditions.

7. CHANGES MADE BY US

7.1 Alterations to the price of your booking

(a) We are able to change the price of your booking after you have booked as a result of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) to exchange rates relevant to your booking. However, there will be no change to the price of your booking within 20 days of your departure.

(b) We will absorb (and you will not be charged for) any increase of 2% or less of your booking price and, conversely, we will not refund any decrease in booking price of 2% or less.

(c) You will be charged for any increase over 2% and, if the increase in price is more than 8% of your booking price, you will have the option of (i) accepting the price difference and paying the additional amount due; or (ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) cancelling your booking and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to

cancel you must do so within the time period shown on your final invoice and we will also provide a refund of any insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

(d) Should the price of your booking decrease by more than 2%, then any refund due will be paid to you, minus our administration costs (which may cancel out any refund due to you). Please note that travel arrangements are not always purchased in local currency and some apparent changes have little or no impact on the price of your booking, due to contractual arrangements and other protections in place.

(e) We reserve the right to amend the price of any unsold travel arrangements at any time.

7.2 Alterations other than price

(a) Occasionally we have to make changes to your booking, and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation.

For touring holidays, it may be necessary to make changes to the accommodation, routing or order of the itinerary. Unless the holiday is significantly altered as a result, any such change will not be treated as a significant change.

Occasionally, advertised events are cancelled by the organisers and often at short notice. Such cancellation will not constitute a significant change to, or the cancellation of, your holiday arrangements even though we have pre-booked tickets for you.

(b) If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking we will inform you as soon as reasonably possible, if there is time before your departure, and you will have the choice of (i) accepting the change; or (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) having a refund of all monies paid, if we are not able to offer an alternative that is sufficiently comparable.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given, your booking may be cancelled.

If you choose to accept a refund, we will provide a full refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.

(c) We will also pay compensation, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

8. CANCELLING BY US

8.1 We reserve the right to cancel your booking, however, we will not cancel except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the booking to go ahead has not been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required for the booking to go ahead will be provided to you at the time of booking, along with the time limit for us to tell you if your booking has to be cancelled due to the required minimum numbers not being reached.

8.2 If your booking is cancelled, you can either have a refund of all monies paid or accept an alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value). In the event a refund is paid to you, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy and pay compensation, except where the cancellation is due to unavoidable and extraordinary circumstances (see definition below) or because the minimum numbers have not been reached.

9. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

9.1 Except where otherwise expressly stated in these booking conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

9.2 Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

10. SPECIAL REQUESTS

Any special requests must be advised to us in writing at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. You will not be entitled to cancel (without paying our normal cancellation charges) if we are unable to comply with your special request. We regret that we cannot accept any conditional booking (i.e. any booking that is specified to be conditional upon the fulfilment of a particular request). We reserve the right to decline any booking that is conditional upon any special request being met.

11. LIABILITY

11.1 You to the Company:

(a) It is your responsibility to arrive at places stated at the correct times and to reconfirm your return flight and departure times. The Company has no liability whatsoever to you for your failure to do so.

(b) You must act and behave in a reasonable and responsible manner toward any other person you meet in the course of your travel arrangements.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or

distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

(c) You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

11.2 The Company to You:

(a) Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking - please see Clause 20 (Complaints and Dispute Resolution) for how to make a complaint in destination.

(b) We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services in the booking that are unforeseeable or unavoidable; (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other

spa therapies and sporting facilities; (vi) 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 booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you.

(c) Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your compliant. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided. This will be the case even if the travel services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

(d) Our liability, except in cases involving death, or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

(e) We are to be regarded as having all benefit of any limitation of compensation contained in these booking conditions in addition to any applicable International Conventions (including, without limitation, the Montreal Convention, the Athens Convention, the Berne Convention and the Paris Convention) and any limitation of liability provided for in any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. You can ask for copies of the travel service conditions of carriage or the international conventions from us.

(f) Under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 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 are available from the relevant airlines. Any reimbursement in such cases will not automatically entitle you to a refund of your booking price from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline, or any other service provider will be deducted.

(g) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers.

12. PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

One of the types of travel service we offer is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from various rights under applicable laws applying to packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

13. PROVISIONAL BOOKINGS

We are able to sell many of our holidays well in advance of travel but many airlines, only release flight schedules approximately 11 months prior to departure and some of our hotel partners do not provide rates well in advance. We will inform you if this status applies to your booking.

Please note that flight arrangements themselves may be subject to change by the airline, including routes, days of operation and flight timings. Our Provisional Price will be based upon the flight schedule matching the required dates, times and airline booking classes within your itinerary. We will provide you with a Provisional Price based on the anticipated itinerary arrangements.

When you book, we will take a deposit and then issue an invoice detailing the provisional arrangements planned for you. When the airline's flight reservations opens, we will contact you with an updated price and re-confirm the flight details. If we are unable to honour an estimated price, or we are unable to confirm the flight arrangements anticipated, we will contact you to discuss your options. If this significantly alters your holiday arrangements and we are unable to secure you a suitable alternative, you will be able to cancel your booking with a full refund of your deposit. You will have 7 days to tell us whether you are happy to continue with the booking or if you would prefer to cancel. If you wish to continue with the booking, we will issue an updated invoice.

Please avoid committing to costs that do not form part of your contract with us while your booking is Provisional, as we will not be responsible for refunding any consequential losses; please check you have suitable travel insurance cover.

In some cases, we will be able to accept a lower deposit amount, for a Provisional Booking and once the itinerary and price is confirmed, the usual deposit amount will be due.

14. FINANCIAL PROTECTION

Depending on what you purchase from us, you may be financially protected by the ATOL scheme. Our ATOL number is 2786 and the scheme is managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. It is important that you know that not all holiday and travel services we list on our website and provided by us are protected in this way. You can find more information about the ATOL certificate here: http://www.atol.org.uk/ATOLcertificate.

We set out below the various travel services we supply below and the corresponding levels of protection afforded to you. We can also confirm to you the levels of protection that apply to your booking if you ask us. Remember, if you do not receive an ATOL certificate then your booking will not be ATOL protected. If you do receive a certificate, but not all aspects of your trip are listed on it, then those parts will not be ATOL protected.

14.1 ATOL Flight inclusive package

When you buy an ATOL protected flight or flight inclusive package 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.

14.2 ATOL Flight only

Where you purchase an ATOL protected fight or flight inclusive holiday 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.

All money you pay to a travel agent for your booking 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. If we do fail, any money held at that time by the agent, or subsequently accepted from you 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.

14.3 Non ATOL flight only or other non-licensable/non-package arrangement

Where you purchase a flight only or some other arrangement which is non licensable and not a package, you will not be financially protected by the ATOL scheme and you will not receive a certificate, nor the ABTA scheme.

In this situation we do not provide financial protection, and you may wish to make your own enquiries to source financial failure insurance in the unlikely event of International Travel Connections Ltd becoming insolvent.

14.4 ABTA Packages

The combination of travel services offered to you is a package within the meaning of the Package Travel Regulations. Therefore, you will benefit from all rights applying to packages. ITC Travel Group will be fully responsible from the proper performance of the package as a whole. Additionally, as required by law, ITC Travel Group have protection in place to refund your payments and, where transport is included in the

package, to ensure your repatriation in the event that we become insolvent. There is a bond held by ABTA Ltd, 30 Park Street, London SE1 9EQ (www.abta.co.uk).

More information on key rights under Package Travel Regulations 2018.

Where your booking is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, you agree to pay any outstanding sum under your Contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

15. CHANGES AND CANCELLATIONS TO YOUR BOOKING AFTER DEPARTURE

If we become unable to provide a significant proportion of your travel arrangements after you have departed, we will try to offer you suitable alternative arrangements, where we are able to, of an equivalent or higher standard than those booked. If the alternative arrangements we make are of a lower quality than those you originally booked, we may provide a price reduction.

16. ADDITIONAL ASSISTANCE

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

17. DISABILITIES AND MEDICIAL CONDITIONS

If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our booking confirmation to you, so that we can advise as to any suitability or otherwise of the chosen arrangements.

The lead name on the booking must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

18. EXCURSIONS AND ACTIVITIES

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions or tours which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contracted arrangements with us, even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot guarantee accuracy of the information given in relation to such activities or excursions or tours or about the area you are visiting generally or that any particular excursion or activity or tour which does not form part of our contract will take place as these services are not under our control. Your contract will be with the operator of the excursion, activity, tour or other service and not with us - and we shall not be responsible or liable for the provision of any such excursion, activity or tour or for anything that happens during the course of its provision by the operator.

19. DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we (and your travel agent) need to use the information you provide such as name, address, personal information including any special needs/dietary requirements, etc. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

We are required to pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels and transport companies. The information may be required by and provided to security or credit checking companies, financial institutions, public authorities such as customs, border control and immigration if required by them, or as required by law.

Your personal data may be stored, used and otherwise processed within the UK and/or any other country/ies of the European Economic Area (EEA). EEA countries

are all member states of the European Union together with Norway, Iceland and Liechtenstein. We may also store, use or otherwise process personal data outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) we are obliged to provide the personal data to a government / public authority in order to provide your holiday. We will not, however, pass any information onto any person who is not responsible for part of your travel arrangements or as we are legally obliged to do.

This applies to any sensitive information that you give to us such as details of any disabilities, or dietary / religious requirements. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot confirm your booking. In making this booking, you consent to this information being passed on to the relevant persons. If you have booked using our online system, please ensure that you have read our Privacy Policy.

Our Privacy Policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR. It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

If you would like a copy of some or all your personal information, please email or write to us at the following address data@itc-uk.com, or to our Marketing Department, ITC Travel Group Ltd, Bridgetown House, Lower Bridge Street, Chester, CH1 1RU. We will endeavour to ensure your personal information is accurate and up to date and you may contact us to correct or remove information you think is inaccurate.

20. COMPLAINTS AND DISPUTE RESOLUTION

20.1 We make every effort to ensure that your travel arrangements run smoothly but if you do have a problem whilst in destination, you must inform us and the relevant supplier of the service (e.g., your accommodation supplier) immediately who will endeavour to put things right.

20.2 If your complaint is not resolved locally, you must send formal written notice of your complaint to [International Travel Connections Ltd in Chester on Tel +44(0)1244 355 400, E-mail Clientfeedback@itc-uk.com] within 28 days of your return, 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. If you fail to follow the requirement to report your complaint whilst in destination, we will have been deprived of the opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

20.3 Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

20.4 We are a Member of ABTA, membership number [ABTA number V2359]. 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. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts/ omissions of the supplier.

21. YOUR BEHAVIOUR

21.1 All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our

reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect. In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

21.2 If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

21.3 The lead name and any adults accompanying the group shall, at all times:

a. act 'in loco parentis' for their group and, in particular, in regard to any minors in the group.
b. ensure that the party reaches any departure points on time.
c. ensure that the group are adequately supervised.
d. ensure the correct ratio of responsible adults will be on active duty at all times to ensure that all persons in the booking behave appropriately.
e. ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
    i. take care when out during the hours of darkness.
    ii. do not go out alone.
    iii. do not put themselves in risk situations.
    iv. are not intoxicated or under the influence of any other illegal or dangerous substances and, in any event, shall not permit anyone under the age of 18 to consume alcohol; and v. are aware of their behaviour and actions in the context of their surroundings.

f. ensure that ensure that no members of the group smoke in any smoke - free places or behave in any other way which may cause a fire hazard.
g. ensure that the group wears lap belts provided for any journeys by coach.
h. ensure that the group or any members of the group comply with all relevant laws.

22. PASSPORT, VISA, IMMIGRATION AND HEALTH REQUIREMENTS

22.1 It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis, and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

22.2 In addition to the relevant embassies and/or consulates, information can also be found on the following websites:
FCDO (https://www.gov.uk/foreign-travel-advice)
NaTHNaC (https://travelhealthpro.org.uk)

22.3 We do not accept any responsibility or liability if any member of your booking cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates and any other required documentation).

22.4 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 from date of issue, you should check with the Embassy of the country you are visiting.

22.5 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 such requirements.

23. FLIGHT INFORMATION

The carrier(s), flight timings and types of aircraft shown in our brochures, on our website and as detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation (which shall not be considered to be a significant change to your booking). 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 tickets which will be sent to you approximately two weeks before your date of departure. You should check your tickets very carefully immediately on receipt to

ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

24. VARIATION

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

25. LAW AND JURISDICTION

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the ABTA Scheme or by the exclusive jurisdiction of the Courts of England and Wales.