

# **BOOKING CONDITIONS**

For your statutory rights please refer to

https://www.legislation.gov.uk/uksi/2018/634/schedule/2/made?view=plain%5D

## PAYMENT AND CANCELLATION TABLE ("THE TABLE")

	ALL DESTINATIONS EXCLUDING AFRICA	AFRICA	DETOUR	AIR TICKETS (either before/after trip or included within trip)	EXTRA HOTEL ACCOMMODATION	TRANSFERS
Trip Deposit due per person	£60	£60	£60	As per airline policy. Full payment may be required at time of booking which may be non-refundable.	No additional deposit required	No additional deposit required
Special Deposit*	Special events and activities may incur additional non-refundable deposits	Special events and activities may incur additional non-refundable deposits	Special events and activities may incur additional non- refundable deposits			
Final Payment Due (before trip starts)	60 days	60 days	60 days	As per airline policy. Full payment may be required at time of booking which may be non-refundable.	In accordance with main trip	In accordance with main trip
60 days and over	Transfer your deposit to another trip for free with FlexDeposit	Transfer your deposit to another trip for free with FlexDeposit	Transfer your deposit to another trip for free with FlexDeposit	£15 plus airline charges	-	-
59 – 31 days 30 - 22 days 21 – 16 days 15 - 8 days 7 - 1 days	25% of trip price 25% of trip price 50% of trip price 50% of trip price 75% of trip price	50% of trip price 75% of trip price 75% of trip price 100% of trip price 100% of trip price	25% of trip price 100% of trip price 100% of trip price 100% of trip price 100% of trip price	£15 plus airline charges £15 plus airline charges	- - - 100% 100%	- - - - 100% 100%
Departure Day/ No show	100% of trip price	100% of trip price	100% of trip price	£15 plus airline charges	100%	100%
During trip	100% of trip price	100% of trip price	100% of trip price	£15 plus airline charges	100%	100%

<sup>\*</sup> Special Trips include (but not limited to): Gorilla Trek, Inca Trail Trek, Okavango Delta Music Festival, Rio Carnival and Rhythm and Alps

**NOTE:** Included flights are outlined in each trip itinerary in our brochure or online. Guests travelling on any flight must provide their full name (as appears on their passport), date of birth and gender. Incomplete or inaccurate information may result in additional charges payable directly to the airline or in a worst-case scenario, be denied boarding.

#### YOUR HOLIDAY BOOKING

For the purposes of this document reference to "you" or "your" includes all guests in the party. Your agreement is with The Travel Corporation UK Limited ('Contiki'. The 'Provider'), Company Number 58915, a company registered in Guernsey whose registered office address is Travel House, Rue du Manoir, St Peter Port, Guernsey, Channel Islands, GY1 2JH. A contract will come into existence between us when you make a reservation with us. Enrolment in and payment for a trip shall constitute acceptance by the guest of the terms and conditions in this brochure. These cannot be varied except in writing by an officer of the Company.

All contracts with Contiki are made subject to the terms of these booking conditions and are governed by English law and the jurisdiction of the English Courts. You may however, choose the jurisdiction of Scotland or Northern Ireland if you wish to do so.

We reserve the right to change these booking conditions at any time prior to you making a booking.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

#### **Departure Date**

The departure date is the date indicated on the booking confirmation.

## Security

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the "Travel Advisories" put out by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

## **Travel Insurance**

Travel insurance is highly recommended for all guests covering all applicable dates of travel with the Provider. This insurance should cover: trip interruption, personal injury, medical expenses, evacuation and repatriation cover including during pandemic events. The choice of insurer is yours.

The availability of travel insurance and extent of cover is constantly changing, please refer to our website <u>Contiki.com</u> for most up to date information or talk to your reservation agent. The Provider may receive a commission for introducing you to a travel insurance provider.

The Provider cannot be held responsible for your failure to obtain insurance which is appropriate, and we recommend you purchase your insurance at or soon after booking your trip. The Provider will not be held liable for any costs incurred by the guest resulting from their failure to obtain adequate travel insurance.

#### COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. The Provider may require proof of vaccination or negative COVID tests, with the situation changing rapidly please refer to <a href="https://www.contiki.com/en-gb/resources/visas-guide">https://www.contiki.com/en-gb/resources/visas-guide</a> for current requirements.

COVID-19 requirements vary from country to country and region to region and circumstances may requires us to ask all travellers to be vaccinated and provide evidence of vaccination, irrespective of the destinations' vaccine requirements. Definition of fully vaccinated may include booster doses and/ or time elapsed since last dose received. Evidence of negative COVID tests may also be required. Airlines and other transport providers may also have separate requirements. It is your responsibility to ensure that you comply at all times with these requirements. No refunds will be given if you are unable to undertake some or all of your holiday due to your failure to comply with these requirements. You will be responsible for any resulting additional costs including travel and accommodation.

We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions whether physical signage, or requests from our professional staff once you are holidaying with us. To travel with the Provider, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found on our website.

If you test positive while travelling with us, you will need to comply with the legislation of the country you are in and may not be able to continue to travel with the group. You will need to isolate in that country for the required number of days if stipulated by the local government. As COVID-19 still remains a threat to the health of individuals, we ask that you please take personal responsibility for your wellbeing and be conscious of the effect your personal situation may have on the health and wellbeing of others. The Provider may decide you will not be able to continue to travel with the group, if your health situation appears likely to endanger your wellbeing or that of other quests.

In the event that you are unable to travel with us or need to curtail your trip our cancellation charges may apply in accordance with our cancellation procedure. We will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

## **Force Majeure**

Force Majeure Event means any event or circumstance beyond the control of the Provider, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

#### **RESERVATIONS AND PAYMENTS**

- 1. Your trip will be confirmed after receipt of a non-refundable deposit as detailed in the Table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 7 days of booking, the reservation will automatically be cancelled. On certain departures, deposits may be required at time of booking to hold seats.
- 2. Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Flight Reservations, Deposits and Cancellation section below.
- 3. We may from time to time offer deposits at a reduced amount (Promotional Deposits) and these may be subject to different terms and conditions as specified by us. Such terms and conditions prevail to the extent of any inconsistency with these Booking Conditions.
- 4. Final payment for your trip reservation will be due prior to departure no later than as detailed in the Table. When making multiple trip bookings, full payment is for all trips according to the scheduled departure date of the first departing trip. Payment in full will be required at time of booking for reservations made later than the final payment due date (see Table) prior to the trip departure date. Some special promotions may have different payment deadlines and cancellation terms.
- 5. The Provider reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the Table. The Provider will not be responsible for lost land and/or air reservations.
- 6. Credit Card Bookings: The Provider should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest's credit card billing address, card expiration date and the customer verification code every time a payment is applied. We do not charge credit card fees.
- 7. Your Travel Agent shall hold all monies for each and

every person named in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to us. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies.

## **BOOKING CHANGES**

## **Name Changes**

The Provider does not charge for name corrections, however where third party costs are incurred these will be passed on to the guest. Not all airlines allow name changes or name corrections, and a new airfare may need to be purchased which will be passed onto the guest.

## Other Booking Changes

The Provider does not charge for minor booking changes however where third party costs are incurred these will be passed on to the guest. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change, but it may on occasion not be possible.

## **CANCELLATION AND REFUNDS**

#### **Cancellation by Traveller**

Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking.

If notice of cancellation is received by the Provider before final payment is due (see Table), the deposit will be retained. If cancellation is made after final payment is due cancellation fees will apply (see Table). Please also refer to Air Changes or Cancellation Section where applicable.

Notice of cancellation must be made in writing directly to the Provider or through your Travel Agent. If a person in a party cancels and there is a room change caused by this cancellation (such as a twin share to Single, or Triple to twin share), charges for the new room type will be the responsibility of the remaining party.

If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the trip later at their own expense).

Cancellation fees as per the Table apply to additional accommodation and/or chargeable transfers prior to and after the trip, itinerary extensions or cruise reserved through the Provider.

Cancellation fees and charges will include any amounts that we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and hotels). Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have

actually recovered the amounts from the third parties.

All cancellation fees as per the Table are additional to any cancellation fees or other charges that may be levied by your Travel Agent.

If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You are responsible to make the claim to your insurer.

## **Cancellation by the Provider**

The Provider reserves the right, to modify or cancel any trip, accommodation, in-destination activity or arrangement, (definite or not), at any time.

#### Cancellation due to Failure to Pay

If full payment is not received by the due date (see Table), The Provider has the right to cancel your reservation and no refund will be made. The Provider will not be responsible for lost reservations.

## **Cancellation due to Force Majeure Events**

If the Provider cancels a trip as a result of a Force Majeure Event, the Provider will provide an alternative comparable trip (if available). If an alternative is not available you will be offered a future travel credit or a refund. No compensation is payable in these circumstances.

Where a trip is terminated mid-trip due to a Force Majeure event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs.

# Cancellation due to Events other than Force Majeure Events

If the cancellation by the Provider is not as a result of a Force Majeure Event, the Provider will provide an alternative comparable trip (if available), if an alternative is not available then a refund will be made. as follows: The Provider is not responsible for other travel arrangements that you or your party have made outside the Provider and which are affected by our cancellations.

#### Early Return, Illness or Absense

Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a trip, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. The Provider urges you to purchase travel insurance which covers such circumstances. The Provider makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

## FLIGHTS RESERVATIONS, DEPOSITS AND CANCELLATIONS

## Reservations/Ticketing

Air-inclusive bookings and some intra-trip flights require an additional non-refundable deposit at time of booking which may be up to 100% of the flight cost.

If an air reservation is made by the Provider, full payment may be required for your airfare at the time of booking. This will be regardless of future price fluctuations up or down. When booking a trip including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, nationality, date and place of issue for each guest.

The Provider does not hold an allocation of air seats and all flight reservations are made on request and are subject to the terms and conditions of the airline. Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in penalties charged by the airline. These are the guest's responsibility along with the fees charged as described above.

Airlines (and other travel providers including the Provider) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

## Air changes or cancellations

After deposit has been received any changes, including cancellations, incur a service fee, plus any airline penalties. Airline imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable.

Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled and no refund will apply.

## FINAL PROTECTION

## We provide full financial protection for our package holidays.

When you buy an ATOL protected air holiday package, flight and/or "flight plus" holiday from Contiki you will receive an ATOL certificate from us (or via our authorised agent through which you booked), confirming your protection under our Air Travel Organiser's License number 10975. 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.

When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA.

## **ABTA STATEMENT**

We are a Member of ABTA, membership number Y6200. 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 <a href="https://www.abta.com">www.abta.com</a> to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on <a href="https://www.abta.com">www.abta.com</a>.

For the latest travel advice from the Foreign, Commonwealth and Development Office including security, local laws, passport and visa information, visit <a href="https://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a> or call 0203 117 0500 (calls are charged at local rate).





## **Operators:**

Contiki Holidays Limited, Contiki Holidays Asia Ltd and Contiki Holidays Latin America Ltd. Travel House, Rue du Manoir, St Peter Port, Guernsey, GY1 2JH.

Contiki Travel UK Ltd, Wells House, 15 Elmfield Road, Bromley, Kent, BR1 1LS.

Springbok Atlas Tours and Safaris (Pty) Ltd, Chiappini Square, 17 Chiappini Street, PO Box 819, Cape Town, 8000.

Contiki (US) Holdings Inc, 5551 Katella Avenue, Cypress, California 90630, USA.

Contiki Holidays (Aust) Pty Ltd, 35 – 43 Grafton Street, Bondi Junction NSW 2022

Travel Corporation NZ Limited, 131 New North Road, Eden Terrace, Auckland 1021, New Zealand.

#### IMPORTANT INFORMATION

A quick reference guide to all the details you need to know before booking your holiday.

#### Disclaimer

Travel is personal and each individual's goals and experiences may differ. The Provider will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representative, Travel Agent, or other person or entity relating to any holiday offered by the Provider.

#### WHAT'S INCLUDED IN THE PRICE

#### **Guided Holiday**

By air-conditioned motorcoaches, minibus or 4x4 vehicles, trains, cruises, ferries and intra-trip flights (including light aircraft) as described in the respective trip itinerary. Please note on some regional trips, Detour Trips, transfers and sightseeing trips in smaller motorcoaches without toilet facilities may be used.

Toilets may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. In these circumstances, additional rest breaks will be incorporated into the itinerary.

#### **Accommodation**

Special room requests (adjacent, connecting or lowerfloor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in.

Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room or area will result in a fine.

Hotel Frequent Traveller program points are not earned with hotels on Contiki trips.

Substitute accommodation may be used sometimes. We try to use those of similar standard.

Contiki shall not be responsible or liable for any claims or issues arising out of the shared rooming.

Our hotel accommodation is generally twin share, staying in 2\* to 4\* hotels, many of which are conveniently located, with great facilities.

Twin-share is 2 people sharing, either travelling together or as a same-sex room match.

We also offer upgrades to single rooms for a supplement, but please note that availability of single rooms at some hotels can be limited. In some regions we also offer a reduced price triple-share option in some hotels – either three people travelling together, or as a triple-share same-sex room match. On some trips advertised with hostel style accommodation, you are accommodated in same sex multi-share accommodation. Our multi-share rooms can accommodate a maximum of 8 people sharing, often less, mostly with private facilities. We do not warrant the suitability or characteristics of any persons we match. Please note on these trips you will need to bring a towel.

Please note that on certain occasions (for example in high-demand hostels, during peak season or at festivals) travellers may be required to stay in mixed dorms or in 8-bedded dorms. Our hostels also offer great extras as part of the experience, like bars, entertainment/communal areas & washing facilities,

with convenient locations in the cities we stay.

Our Special Stays and Detour Accommodation are a carefully curated selection of unique or regional accommodation that have been found by us to give our travellers a chance to experience local culture. Given their uniqueness, we ask our travellers to be more flexible in their rooming requirements on these nights, as you might be asked to share with up to 8 people and on rare occasion this could be in mixed dorms. Bathroom facilities may also be shared. We ask this because we truly believe that the experience these stays offer is worth the departure from our usual accommodation rooming arrangements. Special Stays are a mixture of Contiki's own properties such as a French Chateâu or an Austrian Chalet and unique partner properties such as a surf lodge in Portugal, Riad in Marrakech, Luxury Glamping in the USA, or Amazon Jungle eco-lodges. They are not traditional hotels & our travellers should not expect traditional service, it's all about sharing the adventure and sharing the experience.

Our African trips stay in a variety of accommodation styles including Hotels, Safari Lodges and Luxury Safari Tents. All of which are of a very high standard within the countries you are travelling. The Kili Climb trips and our one night in Chobe on the African safari trips will be very basic camping fitting to the location, however, these locations will be some of the most spectacular of the trip. Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style and may not have air-conditioning.

## Sailing, Cruising and ferries

We offer a variety of sailing options from cruise ships and traditional sailing cruise boats to small sailing yachts. On our cruising trips in Greece, we offer single or twin-share options all with private facilities. These cruise ships offer restaurants, pools, bars & nightly entertainment on board. On our traditional sailing cruise boats in Croatia travellers will be in twin-share cabins with private facilities. These boats feature a dining room, bar & sundecks. On our traditional gulet in Turkey, travellers will be in twin-share cabins with private facilities or on occasion communal facilities.

On overnight ferries, trips are provided with allocated airline style seating on deck.

#### **Trains**

On some trips, we use trains. Check the specific details on your trip itinerary for the details of accommodation and seating used onboard.

#### **Ski and Board Holidays**

We offer a range of ski & snowboard trips across the world. Inclusions (such as accommodation, trip manager, equipment hire, lift passes and lessons) vary depending on the trip and region – check the trip itinerary for full details.

#### **Air Transportation**

Not included unless otherwise outlined in each trip's itinerary.

#### Wi-Fi

Complimentary Wi-Fi service is available in the rooms and public areas of most accommodation. In many countries complimentary Wi-Fi is also provided onboard the motorcoaches, however this is not available in all locations. The Wi-Fi on the motorcoaches uses the mobile phone network and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach Wi-Fi. Please note that it may not be available on train trips, cruises, safari lodges, tented camps or when the main motorcoach is not being used, such as on transfer motorcoaches and other local services. For further information on which countries Wi-Fi is offered in as well as daily data allowances please refer to the website.

#### **Trip Manager**

Trips are conducted in English by a professional Trip Manager or Driver Guide. Mini-stays, Explorers, Detour Trips or itinerary extensions are normally not accompanied by a Trip Manager and are operated on a locally hosted basis using English-speaking Local Host services unless otherwise described.

#### Meals

Some meals are included as detailed on trip itineraries.

#### Sightseeing

Your trip includes a range of Included Experiences, entrance fees and an English-speaking Local Guide (when required) as detailed in the trip itinerary pages. You can also purchase Free Time Add-On activities for an extra charge. Some included activities (marked on the day-by-day itinerary descriptions) require a signed liability waiver; participation in those included activities is at your own risk.

#### **Transfers**

Transfers between airports, hotels, railway stations and piers are only included as indicated on each itinerary. Transfers can be purchased for an additional cost in many destinations. There will be no refund for missed or unused transfers. If you require and reserve airport transfers and did not purchase your flights from Contiki, you will need to provide your arrival and departure flight information to Contiki between 21-65 days before flight departure depending on the destination. It is your responsibility to update Contiki with any changes to your flight schedule to ensure that you receive your transfers. Failure to do so may result in missing these services and no refund shall be due for missed transfers resulting from missing or outdated flight information.

## **Luggage Allowances**

Due to limited motorcoach capacity, a single bag is allowed with dimensions not exceeding 29"x20"x10" (73cm x 50cm x 25cm) and weight not exceeding 44 lbs./20kg.

Carry-on/hand luggage is restricted to one piece per person, not exceeding 12"x11"x6" (30x28x14cm) to fit under your coach seat or in the small overhead compartment. Carry-ons with telescopic handles and wheels will not fit in the overhead compartments or under seats and therefore, cannot be accepted as carry-on luggage. Carry-on/hand luggage handling is the responsibility of each guest and must be taken on and off the coach by you each day of the trip.

Please be advised that different and/or stricter luggage allowances may be in place for some trip types (for example skiing, trekking and sailing) and on other methods of transportation (such as safari vehicles, flights and cruises). Please confirm with your Travel Agent or Contiki reservation agent.

Contiki and Contiki's affiliated entities shall not be liable for loss or damage to luggage or any guest's belongings. Guests should immediately report lost items to the Trip Manager who will assist in completing a lost property form that can be used for an insurance claim. Contiki cannot assist in locating lost items after the guest disembarks or completes the Contiki holiday.

#### WHAT'S NOT INCLUDED IN THE PRICE

#### General

Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; tips to Trip Managers, Local Specialists, Motorcoach Drivers and other; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; and all items of a personal nature.

Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. This list is illustrative and not a complete list of every item not included.

## **Tips**

Some tips are included for services on trip, however tips for your Motorcoach Driver, Trip Manager and Local Guides should be extended on a voluntary, individual basis at the end of your holiday or tour. Included tips cover most services provided by dining-room waiters, housekeeping staff and porters at hotels but this does vary by destination. Some third party operators may accept tips. In some regions like Africa & the Middle East, your trip will be supported by extra staff to ensure the smooth running of the trip. These tips are not included in your trip and can be done so on a voluntary basis, either individually or as a group.

## Free Time Add-On

Additional/optional experiences are available on your trip and can be purchased for an extra charge during your trip.

#### Ski trips

Ski and snowboard hire along with lessons are not included in Ski trips but we can point you in the right direction.

#### Leaving the trip early

The price does not cover costs and expenses, including your return home, if you leave the trip whether of your own volition, our decision based on behaviour that disrupts the trip, due to illness, action by any government or other reason.

#### TRAVEL DOCUMENTS

## myContiki

Guests are required to register for their trip at my.Contiki.com. This only takes a few minutes and means we'll have:

- Your personal details, including your email address and phone number.
- Your emergency contact info and travel insurance details, just in case we need it.
- Your dietary, medical or other special requirements you may have.

Provided full payment has been received on time and registration is completed, travel documents will be available to download in electronic format no later than 21 days prior to travel. You'll also find out where your Contiki Trip will start and exactly what accommodation you'll be staying in – plus the answers to a host of FAQs. We don't print paper documents, and all guests will receive e-docs.

Passports, Visas and other Entry/Exit Requirements

All guests must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Due to government imposed security/immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents.

It is the guest's sole responsibility to secure and/or pay for any and all visas, or Electronic Travel Authorizations (ETAs), affidavits, vaccinations, etc. that are required in order to be permitted entry into each destination.

In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities.

You should check with your Travel Agent or Consular Service for information regarding necessary visa and travel documentation for your entire trip. Where possible we strongly recommend obtaining any required visa or documentation prior to departure. Obtaining documentation while travelling can be a time-consuming process and some countries will not issue documentation at the border. For some countries an invitation letter is required from the Ground Handler to send along with the visa application.

Please note that entry to any country may be refused even if the required information and travel documents are complete. The Provider will require full passport information (full name, date of birth, passport number, Nationality, issue and expiry dates) prior to final payment.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility.

The Provider bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your holiday related to improper documentation or government decisions about entry.

#### FLIGHT ARRANGEMENTS

#### **Airline Seating**

Seats are limited in our contracted class of service and may not be available on every flight. The Provider does not hold block space on any airline and does not assure seat availability for every single trip departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. The Provider does not assure that these requests will be granted.

## **Airline Schedule Changes**

Itinerary changes due to flight delays and schedule changes is solely under the airline's control. The Provider reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. The Provider will not be responsible or liable for such delays or rescheduling and extra charges.

#### **Airline Frequent Flyer Programs**

Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by the Provider. It is the guest's responsibility to request frequent flyer credit from the airline. The Provider shall not be responsible for matters concerning frequent flyer miles.

#### **SAILING & CRUISE ARRANGEMENTS**

## **Sailing/Cruise Accommodations**

Cruise accommodation is priced on two guests sharing a twin cabin. A limited number of single cabins are available at an extra cost. On Nile cruises triple rooms may not be available.

## Sailing/Cruise Fees & Taxes

Your twin share Sailing/Cruise price normally includes an amount covering Cruise Fees & Taxes, and all gratuities to on board cruise personnel. This can be confirmed with your Travel Agent or Online Sales Representative. Cruise Fees, or "Non-Discountable Amount" as referred to by the cruise line, is a mandatory fee charged by the cruise line. That portion of the price is not subject to reduction in a discount promotion, nor commissionable to Travel Agents. Cruise Taxes, as used by the cruise line, refers to certain taxes, fees and charges imposed by governments or quasi-government authorities, relating to any aspect of your cruise, for example, customs fees, head taxes, inspection fees, immigration and naturalization fees, harbour maintenance fees and taxes. Government fees and taxes are subject to change without notice and will apply regardless of your booking's payment status. The cruise line reserves the right to impose or pass through fuel surcharges, security surcharges or other incidental surcharges. No right of cancellation exists in these circumstances.

These additional Cruise Fees, Taxes and gratuities are available online.

## **Cruise Line Immigration Questionnaire**

Some cruise lines require guests to complete mandatory forms 30 days prior to the cruise departure. These are available online from the cruise company.

#### **Shore Excursions**

To make your holiday even more memorable, cruise lines offer an extensive program of optional shore excursions.

Some cruise lines may allow you to book these online direct with the cruise operator in advance of sailing.

#### **Cabin Assignment**

Cabin assignment is strictly controlled by the cruise lines. Please confirm the available options with your Travel Agent.

#### **Cruise Cancellation**

The cruise operator has reserved the right to cancel any departure due to insufficient reservations up to eight weeks before the date of departure. Passengers may be offered alternative cruise dates. The cruise operator also reserves the right to cancel any departure up until the date of that departure due to force majeure or other circumstances beyond the control of the operator that prevents the operation of the tour including governmental and administrative decisions. Neither the cruise operator nor its agents are responsible for any costs or penalties relating to

air transport or other services that are cancelled. The cruise operator is not liable for failure to provide the services or accommodations offered to the extent that such services of accommodations cannot be provided due to force majeure or other circumstances beyond its control.

#### GENERAL INFORMATION AND CONDITIONS

#### **Trip Prices**

Prices are in Pound Sterling, per person, and based on costs, tariffs, rates, taxes, charges, levies and exchange rates. Should these change, the price of your holiday may increase. No surcharges regarding cost or currency fluctuations will be made to the land element only price once the final balance is received.

We will not increase the price of your holiday after we receive your final balance except for where there are increases in transportation costs (due to fuel surcharges), taxes, dues, charges, fees or levies imposed by any government or its agencies, any changes to airport taxes or fees or any changes to exchange rates affecting the costs of the holiday. There will be no change to the price within 20 days of your departure date.

Where holiday prices are surcharged, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, but where a surcharge is payable, there will be an administration charge of £1 per person, together with an amount to cover the agent's commission. If this means paying more than 8% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid, except for any premium paid to us for holiday insurance and amendment charges, provided that you do so within 14 days of notification of the surcharge. Alternatively, you may accept a change to another holiday if we are able to offer you one. If it is of equivalent or higher price you will not have to pay more, but if it is of lower quality you will be refunded the difference in price. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

#### **Other Fees and Taxes**

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines/ cruise lines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply. Any additional government taxes and fees charged by the cruise lines are the sole responsibility of the guest.

#### Services

We commence providing services to you as soon as

we accept your booking and a deposit is paid. This includes work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

#### **Minimum Numbers**

Some trips are based on a minimum number of persons travelling. If a trip fails to satisfy minimum numbers, the trip may be cancelled or rescheduled.

## **Booking with a Travel Agent**

If you book your holiday through a travel agent then you acknowledge and agree that for your booking to be confirmed and maintained, we must have received all payments from you or your travel agent as detailed in the Table. You also agree that your travel agent is independent of the Provider and our control; and that unless expressly authorised by us in writing, we are not bound by or liable for anything affecting us that the agent may or may not do.

## **Overlapping / Modular Trips**

To offer our Travellers more flexibility around when they start and how long they travel for, some of our trips are sections (or modules) of larger itineraries. This means that some of them overlap – for example, some of your group may have already been travelling before you join them, and may continue travelling after your adventure has come to an end.

## **Age Restrictions**

Travellers must be aged between 18 and 35 inclusive at the commencement of your trip to travel with Contiki. In terms of style and content, all of Contiki's worldwide trips are specifically designed for a particular age group. This fact should be recognised when you book one of our trips. Please note that on some experiences as part of your trip you may be joined by other travellers who are not in the 18-35 age group. Some Detour trips are not exclusively 18-35 due to their small group sizes and specialist experiences.

Countries have different age limits for the consumption of alcohol and other activities. You must ensure you satisfy the age limits before participating in any activity with age limits (such as the consumption of alcohol) and you release us from all liability and claims arising from your inability to participate in such activities.

## Health, reduced mobility, medical conditions/ disabilities and assistance when travelling

If you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, you must provide us with full details before booking so that we can advise you if we can accommodate your request and provide you with precise information as to the suitability of the holiday taking into account your needs. We will not be responsible for any damage, injury, death or loss of any kind resulting from your failure to fully disclose relevant mobility, disability or medical information. We may request you to provide an assessment of your condition from a qualified medical practitioner.

Reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. We rely on your assessment of your own ability to participate in a trip. Please also promptly inform us in writing in the event that any material change in your mobility, any other disability or medical condition occurs after your booking has been confirmed.

Contiki does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as eating, toileting or dressing). A traveller who requires services of a personal nature (eating, toileting, help standing, climbing stairs or being pushed in a wheelchair, as examples) must bring a companion to provide such assistance and must understand that other travellers, Trip Managers and Contiki Staff will not be available for such purposes. Contiki cannot guarantee that all cites will have disability access nor can we guarantee accessible accommodations for guests travelling on trips. Our coaches are not accessible and we cannot guarantee space will be available for personal devices (such as luggage with medical supplies, walkers, wheelchairs). You must advise us before booking if you plan to bring a device of such nature.

Contiki does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Contiki is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area.

Travel times on our trips vary from day to day depending on the destination. For your comfort we make regular stops and try to keep each section no longer than 3 hours. However, depending on your medical history, some people may be at risk of discomfort or deep vein thrombosis (DVT) if they remain immobile for a long period on a journey. If you have had DVT, pulmonary embolism, a family history of clotting conditions, cancer, or treatment for cancer, stroke, heart or lung disease, or if you have had major surgery in the past three months, we recommend you consult your doctor before travelling.

## **Special Requests**

Any dietary requests, special meal requirements including allergies or any other special request, must be provided at the time of booking and are received on a request basis only. The Provider cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled. Although we will endeavour to pass any reasonable requests on to the relevant supplier, this is not confirmation that the request will be met. All requests are subject to availability. It is also your

responsibility to double check and reconfirm any requirements with all holiday suppliers.

#### **Trip Participation**

You agree to accept the authority and decisions of our employees, Trip Managers and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a local supplier or hotel manager), your health (including impact of an epidemic or pandemic), level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any of our other quests) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

Many Optional Experiences are operated by independent third-party suppliers, not the Provider. These are not part of the holiday package provided by us. Your contract will be with the operator of the experience. We are not responsible for providing the experience, or anything that happens during the experience. Some experiences involve outdoor activities and/or can be physically demanding and may require signature of a waiver. You must make your own decisions about experiences and participate only in activities that suit your physical ability: we suggest that you speak with your medical provider if you have questions about your abilities. We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake.

#### **Behaviour**

The Provider is here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may terminate the holiday of guests who assault our staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour and you may be barred from future trips with the Provider and The Travel Corporation family of brands. This may include (but is not limited to):

- (a) verbally abusive or offensive language towards anyone;
- (b) bullying behaviour;
- (c) inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence;
- (d) excessive consumption of alcohol or intoxication;
- (e) the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor);
- (f) failure to comply with the Provider's (including a representative's) reasonable direction;

- (g) conduct which, in the Provider's opinion, is not compatible with other guests' general enjoyment and well-being or the smooth operation of the trip;
- (h) the possession, carriage or use of dangerous items (such as weapons);
- (i) breaking the law of the Country in which you are travelling; and
- (j) any behaviour or conduct which brings the Provider into disrepute or damages its goodwill.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with the Provider. We reserve the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) a guest may incur as a result of the travel arrangements being terminated.

You must immediately report any pre-existing damage in your room to accommodation staff and/or a Trip Managers. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner 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 indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. The Provider is not responsible for any costs incurred concerning a guest removed from a trip or aircraft, ship or train. Guests agree not to hold the Provider or any of its related entities liable for any actions taken under these terms and conditions.

#### **Itinerary Variations**

The Provider strives to improve trip itineraries, services and features. If improvements can be made, or if circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. At certain peak periods multiple departures may operate, sometimes in reverse order; accommodation may vary from those stated on the itinerary pages. On trips which include cruises, the ship may be changed for operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations may occur. Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions or other circumstances beyond our control including COVID-19 restrictions and precautions. This may include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities,

designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment and leisure options and limited food/drink availability. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation. Please take this risk into consideration when booking your trip.

In the event that we make a major change to your holiday (which does not include, for example, changes to aircraft type, change of accommodation to another of the same standard, or alteration of your outward/ return flights by less than 12 hours) or increase the costs of your holiday by more than 8% we will inform you or your Travel Agent as soon as reasonably possible if there is time before your departure date. You will either have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value, but these booking terms and conditions will continue to apply to any alternative booking), or cancelling your booked holiday and receiving a full refund of all monies paid.

Where we make a major change to your holiday, you will also be entitled to compensation unless the change arises for unusual or unforeseeable reasons outside of our control (also referred to as reasons of "force majeure", and includes war (and threat of war), riot, industrial dispute, actual or threatened terrorist activity and its consequences, civil disturbances, natural or nuclear disaster, fire, adverse weather conditions, epidemics, pandemics including COVID-19, unavoidable technical problems with transportation and any other similar events). The level of compensation will depend on when we inform you of the major change, although this does not exclude you from claiming more if you are entitled to do so:

No. of days prior to departure date	Compensation payable (per person)		
46 days and over	£0		
45 – 22 days	£10		
21 – 8 days	£20		
7 – 1 days	£30		
Day of departure	£40		

#### **Changes due to National/Public Holidays**

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by the Provider seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and no compensation will be payable to guests. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances, please check with the respective national tourist office before selecting a specific departure date.

## Pre & Post-Trip Accommodation

If you arranged with us to remain at a destination

before or after your trip, your stay will be at your sole expense as is the transfer to either the hotel or airport. Please speak to your Travel Agent or our reservations team about our pre and post-trip accommodation. Availability is limited. Breakfast and luggage handling is not included unless otherwise noted. The Provider does not provide complimentary transfers for guests booking pre and post-trip accommodations unless otherwise stated. However, airport transfers can often be purchased from the Provider. If your extra night accommodation is not the hotel where your trip begins or ends, you will be responsible for your transfer arrangements at your own expense.

#### **For Your Comfort**

The Provider enforces a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on travelling days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke free. The Provider operates a daily seat rotation system.

#### **Disclaimer of Warranties**

The Operator warrants only that the services shall be generally, though in view of the vagaries of travel, not necessarily precisely, as described, and subject to changes and the other terms and conditions herein. To the maximum extent permitted by law, all other warranties, express and implied, including warranties of fitness for a specific purpose and merchantability are expressly excluded. There is no warranty that extends beyond the description of the face hereof.

## RESPONSIBILITY

#### **Disclaimer of Liability**

The Provider shall be responsible to for the guest for supplying the services and accommodation described in the relevant itinerary with reasonable skill and care. Where the contract is not performed, or is performed improperly by us or our agents, suppliers or other co-operating organisations we will provide alternative arrangements, and, if of a lower quality, pay you appropriate compensation unless this failure is due to i) you; ii) a third party unconnected with the provision of these services where this failure is unforeseeable or unavoidable; iii) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or iv) an event which neither we nor our suppliers nor our agents or other co-operating organisations could have foreseen or forestalled, even with all due care. In such circumstances, we will do our best to supply comparable services, accommodations and itineraries and in any event we shall offer you such prompt assistance as is reasonable in the circumstances, but there shall be no refund in this connection. Our liability for claims which do not involve death, injury or illness shall be limited to twice the price of the holiday.

If in the event of a substantial failure by us to perform the contract, and where we are unable to provide alternative arrangements, you may terminate the contract and we will repatriate you and provide a price reduction/compensation if appropriate. In the event that the contract cannot be performed for unavoidable and extraordinary circumstances and we cannot repatriate you in a timely manner, we will bear the cost of any necessary accommodation for up to three nights. If you have disabilities you should alert us at least 48 hours prior to the holiday so that appropriate measures can be taken to accommodate you in these circumstances.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments are due from us, any payments made to you by the airline will be deducted from this amount.

All baggage and personal effects are at all times and in all circumstances at the risk of the trip participant. Baggage insurance is recommended. Upon return at the end of the trip, if lost articles are found and returned to the owner, a service fee will be charged.

All certificates and other travel documents for services issued by the Provider's agents, suppliers or other cooperating organisations are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied some of which may limit or exclude liability. You are responsible for ensuring that you keep all of your travel documents safe and that they are available for inspection.

#### **Additional Risks**

Additional risks may arise including, but not limited to, hazards of travelling in undeveloped areas, hazards of travel by boat, train, bus, car, truck, aircraft and other means, animals, forces of nature, unrest, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease to you or members of your family or party, accident or illness in areas of difficult evacuation or poor medical facilities, acts of governments; all occurring during the trip or while coming to or returning from the trip. You are voluntarily participating, knowing there are risks. You agree to accept any and all risks. You release and discharge the Provider, its related companies and personnel from, and agree not to make a claim against any of them for, any and all claims, known or unknown, arising from contracting for, travelling to or from, or travelling during, and in any and every way participating in a trip, even where caused by negligence of any of these released and discharged persons and entities. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal

representatives and assigns.

#### Safety

Where the guest occupies a motorcoach seat fitted with a safety belt, neither the Provider nor the Operator nor its agents or co-operating organisations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

#### **International Treaties**

Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

#### **Errors and Omissions**

In the case of computer or human billing errors, we reserve the right to re-invoice guests and their Travel Agents with correct billing.

Every effort has been made to ensure the accuracy of our brochures and website; however, the Provider cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey. The airline(s) featured or nominated in our brochures or website do not by virtue of their endorsement commit or represent themselves either as contracting with any purchaser of a holiday from the Provider or as having any other legal relationship with them.

All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and/ or limitations of liability imposed by them in relation to matters not covered particularly and expressly by your agreement with the Provider.

If you decide that you do not want to visit a country or part of a country you intended to visit because of

any law, condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. None of the companies in the Travel Corporation group of companies, or any of their staff or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

## COMPLAINT PROCEDURES & CONSUMER PROTECTION

#### **Complaint Procedure**

If you have a problem during your holiday please inform our Trip Managers/Local Representative immediately, who will try to make things right. Such assistance may include providing information on health services, local authorities and consular assistance as well as arranging communication and/or making alternative travel arrangements. We may charge a fee for these services where you have caused the problem intentionally or by your own negligence. If the matter was not resolved locally, please write to the Guest Relations Department at the address provided in your travel documentation within sixty (60) days of the end of your holiday with us, as it is important that you provide us the information quickly. Please quote your booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract.

In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs and expenses.

#### **Data Protection**

To process your trip booking, the Provider will need to use personal information for you and guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law. The Provider will process your personal data in accordance with the General Data Protection Regulations (GDPR). You can find out more about the Provider's Privacy Policy and the safeguards available on our website.

We may also use the personal information you provide us to review and improve the guided holidays and services that we offer, and to contact you (by mail, email and/or telephone) about other guided holidays and services offered by the Provider that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal

information we hold about you, write to us at the address contained in your Essential Information document. The Provider may charge a fee for supplying you with this information as permitted by law. Please note: Due to the Transportation Security Administration's (TSA) SECURE FLIGHT rules, airlines are now REQUIRED to collect more specific data on their guests prior to travel documents being issued.

## **Group Photos**

We take the data privacy of our Travellers and guests very seriously and are committed to abiding by the associated governing laws. Please be notified that from time to time our Trip Managers may organize group photo opportunities as part of trip experiences. Such photos may be shared to our company social media channels such as Facebook, Instagram, Twitter, or LinkedIn. We will not share the image with anyone for any use other than for Company promotion. Please remove yourself from the group photos organized by the Trip Managers if you choose not to participate.

Each guest is required to comply with the terms, conditions, requirements, laws, rules and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such noncompliance.

#### **Booking Arrangements**

Your booking arrangements can be made through your Travel Agent, an online booking agent or with the Provider directly. When you make a booking, you must be at least 18 years of age at the time of booking. You are guaranteeing that you understand and have the authority to accept and do accept on behalf of yourself and all members of your party the terms of these booking conditions. We will deal only with the lead booking name in all subsequent correspondence and dealings. You are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes or cancellations and for receiving correspondence and keeping your party informed.

## **Additional Free Time Add-Ons**

With the Provider, you will enjoy many famous highlights as included features on your trip, at no extra cost. An exciting array of additional optional experiences and activities may be made available to further enhance your experience. These experiences and activities are optional and are offered at special preferential prices. In some locations they can be pre-booked before your trip otherwise they can be booked during the trip. A detailed list and cost of these will be included in your travel documentation as well as available on the Provider website once they have been confirmed for your itinerary. You can book and pay for them through your Trip Managers. Optional experiences and activities may vary due to seasonal conditions and often require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of "Trip Participation" regarding limitation (exclusion) of our

liability for optional experiences and activities operated by independent third-party suppliers.

#### **IMPORTANT NOTE:**

It is the guest's responsibility to ensure all necessary visas are obtained prior to departure and their passport is valid as per the laws of the country that they are travelling in or through. We do not accept any responsibility and will not make any refunds if you cannot travel because you have not complied with any passport, visa or immigration requirements or if you have lost or mislaid any necessary documents (including travel documentation). The Provider will also not be liable in circumstances where entry is refused to another country for any reason. You should also contact your GP or a specialist vaccination centre for details of any measures you may need to take prior to departure. The Foreign, Commonwealth and Development Office (FCDO) may have issued information on the FCDO's website at www.gov.uk/foreign-travel-advice. For travel information, you can also visit ABTA's website on www. abta.com or phone them on 020 3117 0599.