



## CUSTOMER BOOKING CONDITIONS OCTOBER 2018

### Booking Conditions

These Booking Conditions, together with the Important Information below and our privacy policy at [www.aviatejourneys.com/privacy](http://www.aviatejourneys.com/privacy) set out the terms of your booking with us. They are referred to in this document as the 'Booking Conditions'.

'We', 'Us', 'Our', 'Aviate', 'Aviate Journeys' means Aviate Management Limited of World House, Lloyd Drive, Cheshire Oaks Business Park, Cheshire, CH65 9HQ a company registered in England and Wales under company number 6745115.

'Journeys Specialist' means the agent through whom your booking with Aviate is made.

References to 'you' and 'your' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Please read these Booking Conditions carefully as they set out our respective rights and obligations and all bookings are accepted by us subject to these Booking Conditions. You should ask your Journeys Specialist for further clarification if anything is unclear.

Our obligations to you will vary depending upon whether we act as a package organiser in the sale of a Package Holiday as defined in Section B clause 18 below; or as an agent for a single-element booking (eg. individual flight only, accommodation only or other separate travel arrangements). Our differing obligations are set out below, in three separate sections:

Section A contains the conditions which will apply to all bookings; Section B contains the conditions which will apply when you make a booking with us where we act as the package organiser; and Section C contains the conditions which will apply where you make a single-element booking with us, where we are acting as an agent on behalf of a supplier.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Booking

When you make a booking, you confirm that you have the authority to accept and do accept these conditions on your behalf and on behalf of all members of your party and further, that you are responsible for all payments due from every member of your party. It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers is passed on to all members of your party.

By making a booking, you agree on behalf of all persons detailed on the booking that:

1. You have read these Booking Conditions and have the authority to and agree to be bound by them;
2. You are over 18 years of age and where placing an order for services with age restrictions declare that all members of the party are of the appropriate age to purchase those services.

When you make your booking, you must pay the relevant deposit as specified at the time of booking. No contract will come into existence until we accept your booking and we receive your deposit (or full payment) in cleared funds and your Journeys Specialist issues you with a confirmation invoice either on behalf of ourselves, Aviate, or the supplier.

Please check that all names, dates, timings and information are correct on receipt of all documents and advise your Journeys Specialist of any errors immediately, as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies immediately. Please ensure that the names given are the same as the passport.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel. The information may therefore be provided to public authorities such as customs or immigration. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

#### 2. Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking.

Where you only pay a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, the booking will be cancelled and you will be subject to the cancellation charges as set out in Sections B or C below, as applicable.

#### 3. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our marketing material are accurate; however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

#### 4. Groups

Please refer to the specific Group Terms and Conditions given to you when making a booking. These are applicable in addition to these general Booking Conditions.

#### 5. Conditions of Suppliers

Most of the services which make up your travel are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of these terms and conditions are available on request from us or the supplier concerned.

#### 6. Accommodation Ratings and Standards

Where applicable, accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

#### 7. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) after we become aware of this.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund from us.

If your itinerary includes flights on more than one airline, we recommend you check the individual conditions of carriage for each carrier.

#### 8. Insurance

Adequate travel insurance is a condition of booking with us. You must take out a policy of insurance to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Failure to disclose relevant information

will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

#### 9. Passports, Visas and Health

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates prior to travel. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk).

#### 10. Fitness to Travel and Medical Conditions

If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide your Journeys Specialist with full details so that we can advise as to the suitability of the chosen arrangements. In any event, we must be given full details in writing at the time of booking. If we / the airline / other supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

#### 11. Special Requests

If you have any special request, including but not limited to: seat and meal requests, room type, airport assistance or other general requests, you must advise your Journeys Specialist at the time of booking. Although we will endeavour to pass any reasonable requests on to the airline or relevant supplier as applicable, we regret we cannot guarantee any request will be met. Failure to meet any special request will not otherwise be a breach of contract. Confirmation that a special request has been noted or passed on or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

#### 12. Behaviour

Please be aware that the booking conditions of the supplier will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or services in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

#### 13. Financial Protection

In relation to flight inclusive Package Holidays sold by us, the Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay and for repatriation in the event of our insolvency. We provide this security by way of our Air Travel Organiser's Licence number 10232 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 OYR UK, telephone 03331036350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive Package 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 under your contract, you agree to pay any money outstanding 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 Journeys Specialist (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.

The price of your Package Holiday includes £2.50 per person as part of the ATOL Protection Contribution (APC). This charge is included in the quoted price, taken in addition to your deposit at the time of booking and shown on your confirmation invoice. If you book arrangements other than an ATOL protected Package from us, the financial protection outlined above will not apply. Please ask us for further details.

#### 14. ABTA Membership

We are a Member of ABTA, membership number Y6301. 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](http://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](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

#### 15. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

#### 16. Law and Jurisdiction

These terms and conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

#### 17. Data Protection and Privacy

Please see the data protection and privacy policy on our website [aviateworld.com/privacy](http://aviateworld.com/privacy) for full information regarding the way in which we use and store your personal data.

### SECTION B: PACKAGE HOLIDAY BOOKINGS

**This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.**

#### 18. Definition of Package

A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package Holiday.

Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel and Arrangements Regulations 2018.

Flight inclusive Package Holidays will include ATOL protection. You will receive an ATOL Certificate which lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

## 19. Pricing

When you book a Package Holiday with us, you must pay either a deposit, or the full balance of the total advertised price if booking within 10 weeks of departure. Where you pay only a deposit at the time of booking, full payment is due no later than 70 days prior to departure.

Occasionally some of the Package Holidays we offer are based on promotional fares or include special offers at hotels where it is necessary to issue the air tickets or pay the hotel special offer in part or in full at the time of booking, and where those suppliers concerned have booking conditions different to ours. In these circumstances the deposit payment will be the selling value of the air tickets issued and/or the pre-payment amount required for the special offer. If this applies to your booking you will be advised at the time you are quoted what the variable deposit will be for your booking. The deposit will be non-refundable in the event of cancellation.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. The price of your confirmed Package Holiday is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus any applicable administration charges together with any amounts to cover agents' commission. If this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed 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.

## 20. Changes by You

If you wish to change any part of your Package Holiday after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking, which in most circumstances will be you. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £75 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

You may transfer your Package to a person satisfying all the conditions of the travel arrangements (the transferee) on the condition that we are notified in writing no less than 7 days prior to the start of the Package. Both you and the Transferee will be jointly and severally responsible for the costs we incur in arranging the transfer.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 21. If You Cancel

If you or any other member of your party decides to cancel your confirmed Package Holiday you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email (when you receive an email response confirmation from us). Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person to whom they apply cancelling).

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
More than 70 days	Loss of deposit (including any additional payment requirements)
Less than 70 days	100% of total holiday price

Please note that certain arrangements, particularly flights, may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements, in addition to the charge above.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance provider.

In the event of circumstances both unavoidable and extraordinary occurring at or in the vicinity of your destination which would lead to significant alteration to the package so as to justify cancellation, you may do so without paying termination fee. Please note there will be no entitlement to compensation in such circumstances.

## 22. If We Make a Change or Cancel Your Package Holiday

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. However, we will not cancel your travel arrangements less than 70 days before your departure date, except for unavoidable and extraordinary reasons or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- Any change in the advertised identity of the carrier(s) or aircraft type
- A change of outward departure time or overall length of your Package Holiday of twelve hours or less.
- A change of accommodation to another of the same or higher standard or classification.

Occasionally we may have to make a major change to your Package Holiday. We will only do so if we are constrained by circumstances beyond our control or find that we are no longer able to fulfil any special requirements that you have requested and that we have agreed to provide. Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A significant change to your itinerary, missing out one or more destinations entirely.

If we have to make a major change or cancel for any reason including Force Majeure, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of (for major changes):

- i) accepting the changed arrangements;
- ii) having a refund of all monies paid; or
- iii) 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).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

We reserve the right to cancel your Package Holiday if the number of persons enrolled for the Package is smaller than the minimum stated in the contract on written notice at least 20 days prior to the start of a trip lasting more than 6 days, at least 7 days prior to the start of a trip lasting between 2 and 6 days and in all other cases at least 48 hours before the start of the Package. We may also cancel your Package holiday if we are prevented from performing the contract due to unavoidable and extraordinary circumstances and notify you without undue delay prior to the start of the trip. In such circumstances you will be entitled to a full refund of payments made for the package within 14 days of cancellation however compensation will not be payable.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. In no case will we pay compensation.

The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

### 23. Our Responsibilities to You in respect of Package Holidays

- 1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below.
- 2) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) without undue delay following the perceived act or omission giving rise to the claim and allow us or our suppliers a reasonable period within which to remedy the situation should a remedy be possible.
- 3) Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 4) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (i) the act(s) and/or omission(s) of the person(s) affected;
  - (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (iii) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (iv) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- 5) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (i) For loss of and/or damage to any luggage or personal possessions and money;

The maximum amount we will have to pay you in respect of these claims is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

- (ii) For claims not falling under 3(i) above and which don't involve injury, illness or death: The maximum amount we will have to pay you in respect of these claims is three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable when all elements of the holiday have been impacted and you or your party has not received any benefit at all from your booking.

- (iii) For claims in respect of international travel by air, sea and rail or any stay in a hotel:

- a) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); EU Regulation 392/2009 (relating to the Liability of carriers of passengers by sea in the event of accidents); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can request copies of these Conventions from our offices. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- b) If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of the equivalent category, for a maximum of 3 nights unless varied by Union passenger rights legislation applicable to the relevant means of transport for your return. The limit does not apply to persons with reduced mobility and any persons accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your trip.

- c) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. Refer to clause 7 'Flights' for further details.
- d) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- 6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

- 7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

- 8) We will not accept responsibility for services or facilities which do not form part of your booking with us. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

#### 24. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

#### 25. Complaints

If you have a problem whilst on holiday, this must be reported to the service provider or our local representative immediately. You must, as a strict condition of your booking, obtain a written record of your complaint from the service provider or their representative at the time the issue arose.

If you fail to follow this procedure the service provider will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to your Journeys Specialist, giving your booking reference and all other relevant information.

### SECTION C – AGENCY BOOKINGS

This section applies to all single element bookings (including but not limited to accommodation only or flight only bookings). Please read this section in conjunction with Section A of these Booking Conditions.

#### 26. Your Contract

Occasionally, we will advertise products for sale which have been organised by other suppliers. We take bookings for such products in our role as an agent on behalf of the supplier in question. Where we are acting as an agent you will not be entering into a contract with us for the products and we will not be providing the products in question. Instead, any booking you make will be with the relevant travel service provider.

As an agent, we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's terms & conditions will apply to your booking and we advise you to read these carefully as they will contain important information about your booking. Please ask us for copies of these if you do not have them.

#### 27. Changes by You

Any cancellation or amendment request must be sent to us in writing, by email or post, and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition, we may ask you to pay an administration fee of £75 per person for any amendments. You will be notified of the exact charges at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

Please note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

#### 28. If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email (when you receive an email response confirmation from us). Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person to whom they apply cancelling).

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
70 days or more	Loss of deposit (including any additional payment requirements)
35 – 69 days	60% of total booking price (or loss of deposit whichever is the greater).
Less than 35 days	100% of total booking price

Please note that certain arrangements, particularly flights, may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements, in addition to the charge above.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance provider.

#### 29. Changes or Cancellations by the Supplier

We will inform you of any changes or cancellations made by the supplier as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

#### 30. Payment

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. In this event we will also charge you an administration fee of £75. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

#### 31. Our Responsibility for Your Booking

Your contract is with the supplier and their booking conditions will apply to your booking. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission earned in relation to your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

#### 32. Complaints

Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the representative / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details in any confirmation documents we send you. Please contact your Journeys Specialist for any assistance with this.

#### IMPORTANT INFORMATION

This is the Important Information that applies to your booking with

Aviate Journeys through our Journeys Specialist, Students of Nature. Please read this information in conjunction with our Booking Conditions and the full terms and conditions of our third party suppliers - copies of which are available on request from us or the supplier concerned.

#### **PASSPORTS AND VISAS**

You will need to ensure that everybody travelling with the group has a full and valid passport. It is important to remember that infants are no longer able to travel on parents/guardians passports. Passports must generally be valid for 6 months from date of travel and can take between 4-6 weeks to be processed, so please ensure your party is up to speed well in advance of departure.

VISAs may be needed when visiting a destination. As such, it is worth contacting the consulate/embassy of the country to which you are traveling in good time to ensure compliance (charges may be applicable). It is the responsibility of the individual that all documentation is in order prior to departure.

It is important to remember that all passport, visa and immigration requirements are your responsibility. Please contact the relevant consulate/embassy for more information. You will be responsible for any fines/penalties which are incurred as a result of a failure to supply any required travel documents imposed on either you or Aviate Journeys, who you agree to reimburse in such instances.

We may ask for personal details if required to do so by the authorities or by law.

Additional guidance:

Parents travelling to South Africa with children (under 18) will be asked to show the child's full unabridged birth certificate, which should list the child's details and both parents' details. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied. Refer to the Foreign & Commonwealth Office for more details <https://www.gov.uk/foreign-travel-advice/south-africa/entry-requirements>.

#### **HEALTH**

You may need vaccinations before departure. As such, please contact your GP and/or a Travel Health Clinic at your earliest opportunity, at least 4-6 weeks prior to departure. You can obtain health information from the Foreign and Commonwealth Office, [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel). Please ensure that you have adequate insurance in place before departure and acquire clearance from a doctor if pregnant or suffering from an applicable pre-existing medical condition.

Additional guidance:

Tick Bite Fever is prevalent at certain times of the year and that although our tours are not conducted in a Malaria area ('low risk' area) that adequate protection and precautions should be taken against insects. Upset stomachs due to water can be an issue - if in doubt, drink unsealed bottled water.

#### **TICKETS AND DOCUMENTS**

You must check your travel documentation carefully as soon as you receive them and urgently contact us if there are any discrepancies with your planned booking. This is especially important with flight tickets given that times can vary between confirmation of booking and receipt of ticket.

Please note that flight tickets are non-refundable and non-transferable and you must check-in between 2-3 hours before the scheduled time of your departure. Please check your confirmation documents carefully and follow the instructions.

#### **VOUCHERS**

Some accommodation, car hire, transfers, attraction tickets or other ground services booked through us will require a voucher for exchange. This will be dispatched to you by your Journeys Specialist prior to travel and must be taken with you.

Failure to present the relevant voucher in resort may result in additional payment being required and Aviate Journeys will not accept responsibility for failure to present the correct paperwork when requested.

#### **WEATHER**

We know that the weather probably plays a big part of in your choice of holiday. Please note that any temperatures/rainfall figures we may provide are only guides. Please ensure that you take sensible precautions to protect yourself from the sun/heat and pack appropriately.

Additional guidance for South Africa weather:

Summer season (Oct - April) in South Africa is often dry and humid, whilst Winter (May - Sept) in South Africa is typically mild with occasional rainfall and storms at night.

#### **WILDLIFE**

Although the guides will make use of every possible opportunity and endeavour to find and view local wildlife whilst on a land or underwater safari, we cannot guarantee the quality of the sighting or sightings of certain animals.

Where accommodation is located in the natural environment of wildlife, it is expected that you will be in close proximity to animals and insects. Respect of wildlife and the environment should be a priority at all times.

Some flora and fauna native to the country are dangerous, poisonous to consume, venomous if handled and spiny or thorny to touch. You are advised to always seek advice and listen to instructions given by safari leaders.

In the case of an adverse reaction or negative interaction with the wildlife, please contact the accommodation supplier.

#### **CLOTHING & EQUIPMENT**

It is your responsibility to ensure you pack the correct clothing and other equipment appropriate to the holiday and excursions booked. A full list of requirements can be obtained from your Journeys Specialist.

#### **BAGGAGE**

We recommend that you confirm the baggage allowance with the airline or helicopter operator directly before you fly. Excess baggage is charged at the airline's own rates.

If travel involves flight changes, it is recommended that you check with the applicable airline carrier at the check-in desk whether the baggage will be checked through to the final intended destination.

You must ensure that your baggage complies with airport security.

#### **PRE-SEATING ON AIRCRAFT**

Please note that pre-assigned seats cannot be guaranteed and do not constitute a term of your contract with us. All airlines operate a no smoking policy on their aircraft.

#### **EXCURSIONS AND ACTIVITIES BOOKED IN RESORT**

During the course of your stay you may decide to go on excursions operated by other companies. We cannot accept responsibility for, or guarantee your safety during, these excursions. If you do decide to go on any excursion/take part in any activity, you must ensure that your insurance covers you adequately and some excursions may require doctor's notes prior to participation.

#### **EDUCATIONAL COURSES**

Where educational courses form part of the package, please note that the passing of such courses is not guaranteed. A certain amount of note taking, self-study as well as listening to the specialist guides and guest lecturers will all increase the chances of achieving the skills certificates and qualifications offered. A reading list can be supplied, and reference books from a library of wildlife books on a wide range of plants and animals can be borrowed whilst on the tours for help with studies. Please contact your Journeys Specialist for further information.

#### **ACCOMMODATION**

Aviate Journeys and any third party accommodation supplier reserve the right to substitute hotels of equal or superior standard when necessary. In hotels where complimentary breakfast is included in the room rate, no refund will be given if this service is not used by the client. Single, double, twin, triple and quad rooms refers to the number of adults in any room not the amount of beds

Please note that resort fees and city tourist taxes are now charged by hotels in some areas. These charges are determined by the hotel or city councils and are subject to change beyond our control.

Please note that accommodation deposits may be required to be made by either credit card or in cash upon check-in.

Descriptions of accommodations and its facilities (paid or complimentary) are given as requested at time of booking. These may be subject to change prior to departure or removed outside of our

control. Aviate Journeys cannot accept responsibility for any changes made after booking.

Some hotels have certain restrictions, for example a need to be over the age of 18 at the time of arrival. As such, please ensure that you review the policy of the relevant accommodation prior to booking.

Check-in/out times vary, but are usually 15:00 for check-in and 10:00 for check-out. If you require your room for longer please contact us and we will attempt to make further arrangements. Please note that this may not be possible and additional charges may be payable.

If you have special requirements relating to a disability please contact us as soon as possible in order to make the necessary arrangements, we will do everything in our power to ensure that you get the most out of your booking. Applicable information regarding accommodation is given at the time of booking, however it is always best to check with us directly before completing your booking.

We take no responsibility for the presence of lifeguards - please take reasonable precautions and use the swimming pools at your own risk. Parents should inspect and satisfy themselves as to the suitability of any cots supplied by the hotel before use and all rooms are non-smoking, as are all public areas with the hotel.

Ratings are general guidelines, especially given that standards vary from country to country and resort to resort. As such, we provide no guarantee as to the accuracy of the ratings supplied.

The exotic locations which we offer often attract the local wildlife. The hotels work hard to reduce the impact of the native wildlife upon your holiday. However, there may be times during your stay when insects, reptiles and rodents may be present. The occurrence of such creatures is common in such climates and is not indicative of poor hotel standards.

#### Additional guidance:

Unless stated otherwise, alcoholic beverages are not included in the package price. Alcohol may be restricted at certain times, for example due to activities.

Handwashing is the most common method to clean clothes whilst in camp between activities and washing powder can be purchased locally.

Not all accommodation has WIFI and signal can be limited at times. Charging points/plugs are available in many cabins and huts, however they are not available in tented accommodation.

#### BEHAVIOUR

It is your responsibility to respect and adhere to the local laws, including but not limited to the usage of illegal drugs or underage drinking.

#### CAR HIRE INFORMATION

Booking car hire prior to departure can give you greater freedom to explore and make your journey stress free. However, please ensure that you meet the requirements of the individual car hire company prior to booking. There are often limits regarding age, experience and your driving record may be considered. Please make sure you have the rental voucher and a credit card in the name of the lead driver for deposits prior to collecting your vehicle. A deposit must be made by way of credit card and payment may be made by either debit or credit card. Any payment by credit card for services outside of the EEA may be subject to 2% charge on the total cost of the hire plus any extras. Rental vehicles are classified in to groups by way of size and specification. As such, you will be allocated a vehicle within the classification that you ordered. If you are in an accident or breakdown you must call the hire company straight away, the number will be provided to you upon collection. If you are in an accident you must also notify the local police.

In terms of insurance, as standard you will be provided with collision damage waiver, third party insurance and theft protection insurance included in the quoted price. You may consider that you require more extensive insurance, such cover is your responsibility and you will be responsible for any additional costs incurred plus any other fees/taxes.

Optional extras such as (but not limited to) roadside assistance plus (RAP), fuel service option, personal accident insurance (PAI) & vehicle upgrades, may be offered locally upon collection of your rental. Details of these costs will show on your rental agreement. By signing this document you accept the associated charges and applicable taxes. Should you not wish to purchase any of these optional extras, please advise your rental location upon collection of your vehicle. We regret we are unable to refund any optional extras purchased locally where the rental agreement has been signed to accept such charges. Any special request items such as roof racks or child seats are subject to availability and may incur a small local charge. Please note that fuel is not included in the quoted price.

There may be cancellation fees for amendments/cancellations and you will be requested to provide your outbound flight number more than 7 days prior to collection, failure to do this may result in delays and unnecessary complications. If we are not supplied with the correct flight information in good time and as a result, the car rental supplier does not have a car for your collection at the time specified in your booking, neither we nor the supplier has any liability to you. Please note that if your flight is delayed you may incur additional charges for waiting time.

Please check the vehicle before acceptance for any damage and do not exceed the permitted number of passengers and ensure you bring your original licence. No refunds will be available if you fail to bring the correct documentation.

Finally, when driving abroad, please remain vigilant regarding toll requirements. You will be responsible for these and it is often easier to pay as you go. Do not cross international borders without the prior consent of the hire company.