

# Booking Conditions

Your contract is with Abercrombie & Kent Limited, 'the Company', of St George's House, Ambrose Street, Cheltenham, Glos. GL50 3LG, which is registered in England under company number 1082430. The following conditions, together with our privacy policy, the relevant information set out on our website and any other written information we brought to your attention before we confirmed your booking, will form the basis of your contract with the Company. Please read them carefully before you book.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information and personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## 1. BOOKING YOUR HOLIDAY

(a) Our aim is to provide the right holiday to suit your requirements. You can call us on +44 (0)1242 547760 or email [info@abercrombiekent.co.uk](mailto:info@abercrombiekent.co.uk) and we will tailor-make an itinerary for you and provide you with a price per person. In order to maintain our customer services standards and to assist with the on-going training of our staff, we may record or monitor our telephone conversations or emails with you.

(b) To secure your booking we require a minimum deposit of 15% of the total booking cost – or such other amount as advised by the Company. If you are booking within 60 days of departure, then full payment is required at the time of booking. Payment can be made by cheque or by most major credit cards in favour of Abercrombie & Kent Limited. If for any reason we do not accept your booking your deposit will be returned. Some suppliers and holidays over peak seasons may require higher deposits at the time of booking. You will be notified of these requirements before you pay your deposit.

(c) Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

(d) Special Requests, such as diet, room location, twin or double-bedded room, a particular facility or flight seat which are an important factor in the choice of holiday, should be indicated in writing at the time of booking. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline once your tickets have been issued. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. The provision of any Special Request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

(e) On receipt of your correct deposit we will book your arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice. If

your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

(f) It is important for you to check the details on the Confirmation Invoice, and ATOL Certificate where applicable, as soon as you get it, as these set out the services we have agreed to provide. In the event of any discrepancy please contact us (or if you booked via an authorised agent of ours, that agent) immediately. If you arrange your holiday direct with the Company all correspondence and other communications will be sent to the address of the person who made the initial payment unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(g) If your booking is made through a travel agent, the Company will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Company until such monies are forwarded to the Company.

(h) The balance is due 60 days before departure. If it is not paid in time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 2 below will become payable.

## 2. AMENDMENTS & CANCELLATION

### (a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing, signed by the person who made the initial payment. If it is possible to make the amendment, it will be subject to an amendment charge of £50 per booking, together with all communication charges or other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a booking, it will not be possible to make changes within 28 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(b) below will apply dependent upon the conditions imposed by our suppliers.

If you wish to change your arrangements while on your holiday, all costs are payable by you.

**Date amendments:** Should you wish to amend the date of departure of your trip this will follow the rules outlined in part 2(a) above. The new departure date must be initiated within six months of the original date of departure. If travel commences after six months of the original holiday departure date this will be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(b) will apply.

**Destination amendments:** Should you wish to change the destination (unless for reasons of extraordinary circumstances outlined below) of your confirmed holiday before departure this shall be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(b) will apply.

### Transfer of booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than seven days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 2(b) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**(b) Cancellation by you**

All cancellations must be advised in writing, signed by the person who made the initial payment and sent to the Company at St George’s House, Ambrose Street, Cheltenham, Glos. GL50 3LG. Cancellations are effective on the day they are received by the Company. Recorded delivery is strongly recommended. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation.

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
61 days or more	Loss of deposit
60-46 days	25% of total holiday cost
45-29 days	60% of total holiday cost
28-7 days	90% of total holiday cost
Less than 7 days	100% of total holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

Important note: Certain arrangements 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.

Please note that at certain times of year, for example peak season, or for certain products, for example some game lodges and cruises, stricter cancellation conditions may apply. Any such revised conditions will be notified to you prior to booking.

Partial room cancellation: If a guest cancels or leaves a journey and a roommate remains, an additional supplement may apply to the price for the remaining guest.

We strongly recommend that you secure adequate travel insurance as per clause 6 below.

Cancellation by you due to unavoidable and extraordinary circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you

any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

(c) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative, this will be subject to the cancellation terms within these booking conditions. If the alternative booking requires a greater deposit than has already been paid (after deducting cancellation fees) then the balance between what is required as a deposit and any sums already paid becomes due.

(d) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion, or cruise itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long-term changes we will always endeavour to advise you prior to your departure.

(e) Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels, local transport operators and guides, over whom we have no direct control. In very rare circumstances, the Company may have to modify a holiday before you depart. Most of these changes are insignificant. If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of “insignificant changes” include: alteration of your outward/return flights by less than 12 hours; changes to aircraft type; change of accommodation to another of the same or higher standard; and changes of carriers. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure: a change of flight time by more than 12 hours; a change of international airport (except between airports serving the same city); a change of destination; or a change to a lower standard accommodation, and/or price. If we have to make a significant change we will tell you as soon as possible and if there is time to do so before departure, we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable holiday, or you may cancel and receive a full and prompt refund. If you choose another holiday which is cheaper, the Company will make the appropriate refund.

You must notify us of your choice within seven days of our offer. If we do not hear from you within seven days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If you cancel and receive a full refund following a significant change made for any reason other than force majeure or low bookings, you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change.

Compensation when notification of change is sent	
Days prior to departure	Compensation per person
More than 42 days	£10
29-42 days prior	£20
15-28 days prior	£25
0-14 days prior	£30

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make an insignificant change;
- (b) where we make a significant change or cancel your arrangements more than 60 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to force majeure.

“Low bookings” means that an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form.

If there is an insignificant change before you depart (that is, any change not included in the definition of a significant change set out above), the Company will try to notify you, although it is not obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of force majeure) or, alternatively, you will be returned to your point of departure and the company will, where appropriate, pay compensation. No compensation is payable in the case of force majeure.

**(f) Cancellation by the Company**

We reserve the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your hotel arrangement less than eight weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If you fail to pay the balance of the holiday price at least 60 days before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out in clause 2(b). If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or give you a full and prompt refund of all monies paid. In addition, unless the cancellation has been caused by force majeure, a failure by you to pay the balance, or low bookings, the Company will pay you compensation as set out in clause 2(e).

### 3. ABERCROMBIE & KENT PRICE POLICY

(a) We reserve the right to alter the prices of any of the holidays shown in our brochure or on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) When you make your booking you must pay a deposit, see section 1(b) for relevant deposits. The balance of the price of your travel arrangements must be paid by the date indicated on your confirmation. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

(c) In respect of any booking covered by our ATOL, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

(d) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(e) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown in a brochure or online. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within seven days of the time of booking, or as soon as reasonably possible. We do have to reserve all our rights in a situation such as this which may include cancelling a holiday if the actual price applicable to the holiday is not acceptable to you. We will, of course, allow you to amend your holiday with us, if you so wish, to an alternative holiday at the correct price.

(f) We reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

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

Such variations could include but are not limited to: airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators, and any other transport providers.

(g) We will absorb and you will not be charged for any increase equivalent to 2 per cent 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. However, if this means that you have to pay an increase of more than 8 per cent of the price of your confirmed holiday (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 seven days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

(h) Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. 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.

(i) 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.

#### 4. RESPONSIBILITIES OF THE COMPANY

(a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards.

(b) 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, and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. The descriptions, information and opinions given in our brochures or on the website by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing. The Company accepts liability for any loss you may suffer if due to fault on our part, or that of our agents or suppliers, any part of the holiday arrangements you book with the Company before your departure is not as described in our brochure, on our website, or itinerary or not of a reasonable standard. The Company limits its liability in respect of these claims to a maximum of three times the holiday cost. Subject to the conditions set out below, The Company also accepts liability if you or any member of your party suffers death or personal injury as a direct result of these holiday arrangements failing to be as described and of a reasonable standard. However, these acceptances of liability do not apply if there has been no fault on the part of the Company or its servants, agents, or suppliers, and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your holiday, or to unavoidable and extraordinary circumstances or force majeure. They are also conditional upon you following the procedures for notification of complaints set out in clause 11, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company’s liability. Nothing in the above shall limit or exclude the Company’s liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

(c) The Company’s liability to compensate you and the amount of such compensation is subject to the following limitations. First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected. Second, if any failure in your holiday arrangements relates to, or if you or any member in your party is killed, injured or becomes ill during or as a result of, carriage by aircraft, ship, train, or coach forming part of the holiday arrangements booked with us before your departure from the UK, our liability to pay compensation and/or the amount of compensation we will pay is limited in accordance with the liability of the carrier under any international convention which governs such services. International Conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by The Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; and in respect of carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier’s liability to you and the amount which the carrier has to pay you. You should also know that the carrier will rely upon its “conditions of carriage” which may limit or remove the carrier’s liability to you and limit compensation under international conventions.

(d) Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

(e) If we make any payment to you or any member of your party for death, personal injury, or illness, you must co-operate fully with us in seeking recovery of any payment we make.

(f) Operational decisions may be taken by air carriers and airports resulting in delays, diversions, or rescheduling. Abercrombie & Kent has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control, we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. We strongly recommend you have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (c) above.

(g) If you suffer death, injury or illness during your holiday arising out of an activity which does not form part of the inclusive arrangements booked with the Company, the Company will offer assistance where appropriate and at its sole discretion. This assistance must be requested within 90 days of your misadventure and will be limited to general advice and/or assistance with legal fees up to £5,000 per party, such contributions to be repaid to the Company out of any judgment or insurance payment you subsequently obtain.

(h) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. If the circumstances continue beyond a three-night period, our responsibility under this clause will cease and you will need to claim upon your travel insurance where you are able to do so. Please note that the three-night cap does not apply to persons with reduced mobility, pregnant women, or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely back to your departure point.

## 5. YOUR RESPONSIBILITIES

(a) Make yourself travel aware. Before making a booking, please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under, and the government of your destination.

Also ensure you make yourself familiar with the Foreign & Commonwealth Office advice on staying safe and healthy on your trip: [www.gov.uk/travelaware](http://www.gov.uk/travelaware). Advice can change, so always check regularly for the latest updates.

(b) If the Foreign Office advises that people should not visit a particular country, we will act on this advice.

(c) In the event of active government advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the traveller assumes all risks of loss, personal injury, death, or property damage from any event that may arise out of or associated with the travel advice or warnings given. The Company strongly recommends you do not travel against Foreign Office Travel advice and warnings as they are given for your safety and security.



(d) It is important that you check the details on your Confirmation Invoice when you receive it. In the event of any discrepancy, you should contact the Company or your travel agent.

(e) General information concerning passport, visa, and health requirements applicable to UK Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before departure. Passports for British Citizens are valid for travel to any EU country up to and including the passport expiry date. Many countries outside of the EU require that passengers' passports are valid for at least six months after the completion of their journey, and/or contains blank pages (for visas). Please visit [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice) for advice by country. Some destinations also require visas and additional documentation and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel, go to [visacentral.co.uk](http://visacentral.co.uk) to visit Visa Central. You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates, and international driving licences, to ensure that these are in proper order, and to take them with you. We recommend that if you are travelling with a child (particularly one that does not share your surname or if travelling without one or both parents), you check the entry requirements for your destination. Certain countries have introduced additional requirements, such as documentation that proves your relationship to the child as well as documentation that proves you have permission to travel with them. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country due to non-compliance with these requirements. Please consult the travel advice produced by the government of your home jurisdiction, the government who issued the passport and/or visa you intend to travel under, and the government of your destination for further details. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa, or immigration requirements.

(f) Approximately seven days before departure you will receive your air tickets together with other information concerning your holiday. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24-hour clock system, may have been adjusted since you received your Confirmation Invoice.

(g) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid, or destroyed travel documents.

(h) Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline pilot, hotel manager, tour leader, or other person in authority, your behaviour is causing danger or damage to property, or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

(i) If you lose any personal items while on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

(j) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Company to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

## 6. INSURANCE

We cannot emphasise enough the importance of purchasing comprehensive travel insurance prior to date of travel. This insurance should be commensurate to the value of your booking, and cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal

baggage, personal liability, death and permanent disability, and travel document insurance. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities while on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you while on holiday.

## 7. AIRLINES & OTHER SUPPLIERS

(a) As between you and the suppliers of the transport, accommodation, and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the supplier's liability. (Copies are available on request – please allow 28 days). Under EU law 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 your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from the Company. Your rights to compensation from the Company are set out in clause 2(e). If your airline does not acknowledge your rights, you should complain to the Civil Aviation Authority at [caa.co.uk](http://caa.co.uk).

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) As airlines regularly overbook, we recommend that you check in online as soon as you are notified by the airline that check-in is available, or 24 hours before departure. If you do not check-in online or are unable to, we recommend that you arrive at the airport three hours prior to departure as airlines have been known to re-allocate seats in the event of late arrivals. The Company is unable to check you in and it is your responsibility to ensure that you are checked in within the appropriate time. The Company is not responsible or liable if you are downgraded an airline class as a result of the airline overbooking the class in which you are booked. Seat reservations are at the discretion of the airline and may be changed at any time without notice.

(d) The majority of airlines have introduced a total smoking ban on most or all of their flights. Please ask before booking if this information is important to you.

(e) The European Commission publishes a list of airlines that are subject to an operating ban within European air space. To view the list, go to [www.ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://www.ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm) or search for "banned airlines" at [europa.eu](http://europa.eu).

Some itineraries may include one of the following airlines;

Air Dyanasty Heli. S.  
Air Kasthamandap  
Buddha Air  
Costal Aviation  
Fishtail Air  
Goma Air  
Himalaya Airlines  
Makalu Air  
Manang Air PVT Ltd  
Mountain Helicopters  
Muktinath Airlines  
Nepal Airlines Corporation  
Saurya Airlines

Shree Airlines  
Simrick Air  
Simrick Airlines  
Tara Air  
Yeti Airlines Domestic

(f) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered for free.

## 8. EXCURSIONS

Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions. The Company will, at its discretion, offer advice, guidance, and assistance if you or any member of your party suffer death, illness, or injury arising out of an activity which does not form part of your holiday with the Company, or an excursion arranged locally. Where legal action is contemplated and you want the Company's assistance, you must obtain the Company's written consent prior to commencement of proceedings. The Company's consent will be given subject to you undertaking to assign any costs, or benefits received, and any relevant insurance policy to the Company. We limit the cost of the Company's assistance to you or any member of your party to £5,000.

## 9. DATA PROTECTION

(a) In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as your name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. Please note that where information is also held by your travel agent, this is subject to your agent's own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this, please contact the Company during normal working hours.

(b) The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory, and business requirements, this information will be securely deleted as soon as it is no longer required. However, it is necessary for the Company to retain your debit/credit card details for a reasonable period of time after the conclusion of your holiday, and you consent to such retention, in the event that any costs referred to in clause 5(j) above are incurred and you fail to settle these directly with the supplier, in order that the Company can debit your card for the relevant amount. This will be reviewed on a regular basis to ensure that the information is not kept longer than is strictly necessary for the purposes set out above.

## 10. ILLNESS AND DISABILITY

If you or any member of your party suffer from a disability or other medical condition, please tell us before you book. Abercrombie & Kent is happy to give you advice and to try to assist you in choosing a holiday that will meet your requirements. However, most of our holidays are in destinations which are off the beaten track and lack even the simplest facilities for disabled guests such as ramps for wheelchairs, lifts, and so on. Many of our holidays require a fair degree of physical fitness. Medical facilities may not be readily available. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose. Air travel can cause problems for some people with circulatory or bronchial problems, such as deep vein thrombosis. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure.

## 11. IF YOU HAVE A PROBLEM

(a) If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company by contacting the Duty Manager on +44 20 7998 4141) and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action while on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

(b) In the rare event of a dispute which cannot be amicably settled, you may (if you wish) use ABTA's approved Alternative Dispute Resolution (ADR) scheme, available through [abta.com](http://abta.com) which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Centre for Effective Dispute Resolution (CEDR). The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on holidaymakers in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per party, neither does it apply to claims which are solely or mainly in respect of physical injury, illness, nervous shock, death, or their consequences. The scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Application for arbitration under this scheme must be made within 18 months of the date of return from the holiday, otherwise it will only be available if we agree, but the ABTA Code does not require such agreement from us. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation.

## 12. PROMPT ASSISTANCE

If, while you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees, or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel

arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### 13. GOVERNING LAW

This contract and any matters arising from it are governed by the laws of England and Wales and are subject to the jurisdiction of the Courts of England and Wales.

### 14. DESCRIPTIONS

Every effort is made to ensure that the details, description, and prices contained in company literature are correct, based on inspections and information passed to the Company by its suppliers. However changes do occur, sometimes at short notice, and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

### 15 FINANCIAL PROTECTION

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 2881, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at [atol.org.uk](http://atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (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 doesn't include a flight, protection is provided by way of a bond held by ABTA Ltd, The Travel Association, 30 Park Street, London SE1 9EQ, [www.abta.com](http://www.abta.com).

Abercrombie & Kent is a member of ABTA (number V6398/72314) and holds an ATOL Licence (number 2881) issued by the Civil Aviation Authority. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, The Code of Conduct and the arbitration scheme available to you, or if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 0203 117 0500 or go to [www.abta.com](http://www.abta.com).

#### 16. 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 "force majeure". For the purposes of these Booking Conditions, force majeure means any event beyond our or our suppliers' control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes, or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, and all similar events outside our or the supplier(s) concerned's control. Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within, or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as force majeure, and while we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

#### PRICING POLICY

The prices shown in company literature are per person in pound sterling (unless otherwise shown) from the UK based on two people sharing.\* (If we are quoting a price for a tailor made holiday, the total price quoted will include all known price increases and decreases and any special offers that we are making at that time).

#### WHAT YOUR HOLIDAY PRICE INCLUDES

- Flights: Where flights are included, they will be return economy class air travel unless otherwise specified. (World Traveller Plus, Business and First Class travel supplements available).
- United Kingdom Passenger Duty: Included where levied in connection with flights booked by Abercrombie & Kent.
- Free baggage allowance: Full details will be supplied with your itinerary. Normally on Intercontinental flights, Economy Class passengers are allowed 20kg of luggage, 30kg per person in Business Class, and 40kg per person in First Class.
- Normal local flight baggage restrictions: Some of our arrangements utilise local domestic airlines and charter flights operating small aircraft with restrictions on baggage allowance. Full details will be supplied with your itinerary.
- Transportation between airports and hotels: Round-trip transport by private or shared vehicle, boat, or charter aircraft between airports and hotels.
- Accommodation: In rooms with private facilities (shower and/or bath) inclusive of hotel service charges and local taxes.

- Meals: Meals as specified on a table d'hôte basis. "Full board" indicates breakfast, lunch and dinner; "half board" is breakfast and dinner. "Breakfast" includes full breakfast unless otherwise indicated.
- Sightseeing: As detailed in each itinerary on a private guide basis (shared in most camps, lodges, and cruise programmes). Entrance fees to national parks and game reserves are included where applicable.
- A&K Representative: Services of an Abercrombie & Kent representative or appointed local agent in your country of destination.

#### YOUR HOLIDAY PRICE DOES NOT INCLUDE

- Passport or visa costs, portorage and holiday insurance
- Overseas departure taxes: Where these are levied and payable locally by the client.
- Sightseeing tours: Except where specified in the itinerary.
- Personal expenditure: On such items as drinks, laundry, room service, telephone calls, etc, and any related tax and service charge.
- Tips: Discretionary tips to drivers, guides, hotel or boat staff etc.
- Government levies or taxes: Any government levies or taxes introduced after the publication of company literature.

\*Please note durations shown for single centre holidays are based on the number of hotel nights booked excluding overnight flights. If you are travelling alone additional supplements over the above single room supplements apply.