

## STEWART TRAVEL LIMITED: BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our [Privacy Policy](#) and Parental Consent Form, together with any other written information we brought to your attention before we confirm your booking, form the basis of your contract with Stewart Travel Limited (trading as Ski Kings) a company registered in Scotland with company number: SC400502 and registered office address of 3<sup>rd</sup> Floor, Sterling House 20 Renfield Street, Glasgow, G2 5AP (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions 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.

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

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of 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);
3. he/she are resident in the United Kingdom and where under 18 years of age or placing an order for services with age restrictions declare that the parent or guardian has completed and signed a Parental Consent Form and they are of the appropriate age to purchase those services (please see condition 36 for further detail);
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**PLEASE NOTE: We act in the following capacities, as a Package Organiser in the sale of a Package and as an Agent.**

Our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see condition 17 for further details of where this will be the case) or as a booking agent to help you arrange or book holiday products sold by a third party tour operator/supplier (“**Supplier/Principal**”). Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser;
- (C) Section C contains the conditions which apply to agency bookings.

Unless these Booking Terms & Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Terms & Conditions that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in Scotland, England and Wales and Northern Ireland. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment by the balance due date notified to you) and we issue you with a booking confirmation either directly from ourselves or on behalf of the Supplier/Principal, where we are acting in an agency capacity (please see Section C for further details).

A binding contract between you and the Supplier/Principal (where we are acting as an agent) or between you and us comes into existence when we despatch the booking confirmation, electronically or otherwise to the first named person on the booking.

Upon receipt, if you believe that any details on your booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of us sending it out (five days for transportation travel documents).

The balance of the cost of your arrangements (including any applicable surcharge) is due: when you make a Package booking with us, where we are Package Organiser not less than minimum of 12 weeks prior to

scheduled departure; and/ or as specified by the Supplier/ Principal in their booking terms and conditions where we act as agent. Please note the advised due date at time of booking can override this (i.e. cabin type/duration of voyage can alter this). If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in either Section B or Section C below, as applicable, will become payable.

## **2. Accuracy**

We endeavour to ensure that all the information and prices both on our website, our printed brochures and in any advertising material that we publish 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 travel arrangements that you wish to book before you make your booking.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

## **3. Prices**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen travel arrangements at the time of booking.**

Where you have booked a Package, additional terms and conditions apply, please see condition 17 for further information.

## **4. Insurance**

Adequate travel insurance is a condition of your contract with us or the Supplier/Principal. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. Details of a policy suitable to cover the arrangements you book are available by contacting us. If you choose to travel without adequate insurance cover, neither we nor the Supplier/Principal will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **5. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we (or the Supplier/Principal, where we are acting as an agent) will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, Events Beyond Our Control means any event beyond our, the Supplier/Principal or our/their supplier's 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 (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic 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 any 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 beyond our or the supplier(s) concerned control.

## **6. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests by email at [customerservices@skikings.co.uk](mailto:customerservices@skikings.co.uk) or telephone at 0800 019 0063. Whilst every effort will be made by us (or the Supplier/Principal, where we are acting as an agent) to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met. Unless otherwise stated, our holidays do not include transfers from airports/hotels/cruise ports and vice versa. Transfers can be arranged. Please let us know if you require these at the time of booking.

## **7. Accommodation**

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. 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.

## **8. Disabilities and Medical Problems**

Whilst we are not a specialist provider of disabled holidays, we will do our utmost to cater for any special requirements you may have. If you or any member of your party have any medical needs or disability which may affect your trip, please provide us (or the Supplier/Principal where we are acting as agent) with full details before your booking is confirmed so that we can try to advise you as to the suitability of your chosen travel arrangements. We or the Supplier/Principal may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **9. Entry, Visa, Passport and Health Requirements**

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 16 weeks before your arrangements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

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

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>. or call the 24-hour phone line 0845 850 2829 ; calls cost 4p per minute with BT; other network prices may vary.

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

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities. We recommend that you consult your GP or a specialist vaccination centre far in advance of your departure for details of the measures you will need to take prior to departure.

You acknowledge that the suppliers providing your trip, including, airlines and other carriers, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This may include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the trip and all measures will be taken with the purpose of securing your safety and those around you.

**Please note: The impacts of Brexit may change your visa, travel documents and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.**

#### **10. Delays, Missed Transport Arrangements & 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 UK 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 UK 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.

We cannot accept liability for any delay which is due to any of the reasons set out in condition 5 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your travel documents which will be despatched to you approximately two weeks before departure. You should check your travel documents very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after travel documents have been despatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

#### **11. Foreign Commonwealth and Development Office Advice**

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control (see condition 5).

#### **12. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the Supplier/Principal (where we are acting as an agent) or in the opinion of any hotel manager, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we / the Supplier/Principal reserve the right to terminate your booking immediately.

In the event of such termination our liability (or the Supplier/Principal's where we act as agent) to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly

and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. Neither we nor the Supplier/Principal can be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **13. Law and Jurisdiction**

These Booking Conditions are governed by Scottish law and we both agree that the courts of Scotland have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in England, Wales or Northern Ireland, in which case you can bring proceedings in your local court under English, Welsh or Northern Irish law, as applicable).

### **14. Conditions of Suppliers**

Many of the services which make up your holiday 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 the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### **15. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. Although we may recommend certain suppliers to you (e.g. ski hire, childcare), we are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### **16. Flight Essential Information**

**Out of Date-Range Bookings:** Out of Date-Range Bookings are bookings (i.e. flights, accommodation) that can be made through us before such details on pricing are released by the supplier/provider. Scheduled airlines for example, will generally not have their seats for sale until approximately 10 months before departure. Should this apply to you, we may not be able to confirm your exact airline, flight routing or flight times at the time of the booking and we will inform you of that time of booking. We undertake not to increase the price if fares are higher than anticipated but in return offer no reduction if fares are lower. In the event that the flight seats do not become available you will receive a refund of your deposit and that will be the limit of our liability.

If the seats/accommodation amount to a significant change and are part of a Package, condition 22 will apply (see Section B for further information if your booking is a Package).

**Flight seat requests and aircraft:** The provision of particular seats does not constitute a term of your contract with us. We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. We have no control over the allocation of seats by the airline and even if a request has been made with the airline to pre-book seats, no guarantee can be made that they will still be available on departure. Please note airlines operate both older and more modern aircraft within their fleet. We regret we cannot guarantee the type of aircraft you will travel on as this may be subject to change and general availability. Although some airlines offer the facility to book seats online, this is not always possible when booking a holiday through us, as the holidays we offer are based on special Tour Operator fares.

Infant charges (for children under two years of age on return) are based on an infant sitting on an adult's lap and additional charges will apply for infants requiring their own seat. Please note meals are not provided for infants. International airline regulations allow only one infant per adult.

**Code share flights:** It is a common practice for scheduled airlines to use a code share system, which may include you flying with a partner airline. Where this situation arises, it is not classed as a significant change.

**Low cost airline carriers:** We provide a choice of scheduled and low cost airline carriers to take advantage of the flexibility and pricing available. You should note that low cost airline carriers may not provide in-flight meals and a higher non-refundable deposit may apply when booking such flights.

**Direct Flights:** The flight routings used in connection with our holidays may be used on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft en route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for refuelling or to let passengers on and/or off. Details of any stops will be given at the time of booking. Special Requests: Where special requests (for example, diet, room location, twin or double-bedded room, a particular facility at a hotel, flight seat requests and/or particular meals etc) are an important factor in your choice of holiday, you must advise us when the booking is made. We are happy to 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 travel documents have been issued. The provision of any special request does not constitute a term of your contract with us.

## SECTION B: PACKAGE BOOKINGS

**This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see condition 17 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

### 17. Definition of a Package

Where your booking is for a Package holiday that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018, as amended ("PTRs"), as outlined in this Section B of our Booking Terms and Conditions.

A "Package" exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) Transport (transfers not included);
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

*provided that* those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

We also sell Packages that are not organised by ourselves but by a third party Supplier/Principal, which we sell as an agent on the Supplier/Principal's behalf. We will advise you where this is the case prior to you placing your booking. For such sales, this Section B will not apply, please refer to Section C instead.

### 18. Pricing of Packages

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) 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.
- (iii) 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.

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.

However, if this means that you have to pay an increase of more than 8% 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 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 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 7 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.



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 £50 per person. 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.

There will be no change made to the price of your confirmed Package holiday within 20 days of your departure nor will refunds be paid during this period.

#### **19. Cutting your Package Holiday short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### **20. If You Change Your Booking & Transfers of Bookings**

If you wish to change any part of your booking 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. 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 £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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 will be payable in accordance with condition 21.

#### 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 7 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 them 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 condition 21 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed (for example, scheduled airlines normally regard name changes as a cancellation and rebooking) and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

#### **21. If You Cancel Your Booking Before Departure**

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 an email at [customerservices@skikings.co.uk](mailto:customerservices@skikings.co.uk) and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

<b>Period before departure in which you notify us</b>	<b>Cancellation Charge</b>
98 days or more	Deposit only
97 – 56 days	75% of holiday cost
55 – 42 days	90% of holiday cost
41 days or less	100% of holiday cost

Please note that insurance premiums and amendment charges are not refundable in any circumstances.

**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.**

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

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by You due to Unavoidable & 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 Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this condition, “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.

This condition 21 outlines the rights you have if you wish to cancel your Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**22. If We Change or Cancel your Package**

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.

Changes: If we make a minor change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include: (a) alteration of your outward/return flights by less than 12 hours; (b) changes to aircraft type or changes of carriers; (c) change of accommodation to another of the same or higher standard; and (d) change from a direct to an indirect flight; e) changes to your cruise itinerary, save where this would amount to a significant change. Please note that carriers such as airlines used in the brochure may be subject to change.

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 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 significant change to your itinerary, missing out one or more destination entirely.
- A change of UK departure airport except between:
  - a) The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - b) The South Coast airports: Southampton, Bournemouth and Exeter
  - c) The South Western airports: Cardiff and Bristol
  - d) The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
  - e) The Northern airports: Liverpool, Manchester and Leeds Bradford
  - f) The North Eastern airports: Newcastle and Teesside
  - g) The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

Cancellation: We will not cancel your travel arrangements before your departure date, except for reasons of *force majeure* (in which case we will notify you without undue delay before the start of the package) or failure by you to pay the final balance. We may cancel your trip before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, 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:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (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 we do not hear from you within 7 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.

### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us*</b>
More than 56 days	Nil
More than 35 days	£20
More than 7 days	£40
Less than 7 days	£50

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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 35 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 Events Beyond Our Control (see condition 5).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

### **23. Complaints**

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right.

If the problem cannot be resolved and you wish to complain further, you must send an email of your complaint to us at [customerservices@skikings.co.uk](mailto:customerservices@skikings.co.uk), ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership for our Packages holidays. Please see condition 26 for further details.

### **24. 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 and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.
2. We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
3. 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:
  - a) the acts and/or omissions of the person affected; or

- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - c) Events Beyond Our Control (as defined in condition 5).
4. **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
- a) **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 an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - b) **Claims not falling under (a) 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 up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
    - i. Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of this Convention from our offices. Please contact us. 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.
    - ii. Where applicable, in any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), 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.
    - iii. Where applicable, 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.
5. Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package travel arrangements you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this Package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. 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.
6. It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
7. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.
8. 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;
  - c) indirect or consequential loss of any kind.
9. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any printed material we may produce. 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.

**10.** 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. Please note that the 3 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 trip. For the purposes of this condition, “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 (does not include the contracting of COVID-19 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.

## **25. Insolvency Protection for Packages**

We provide financial security for flight-inclusive [packages and ATOL protected flights] by way of our Air Travel Organiser’s Licence number 11670, 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 [www.atol.org.uk](http://www.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.

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.

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

## **26. ABTA**

We are a Member of ABTA, membership number P8139. 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).

## **27. Prompt Assistance for Packages**

If you have booked a Package and whilst 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 with distance communications and finding alternative travel arrangements. Where you require assistance that 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.

## **SECTION C: AGENCY BOOKINGS**

**This section applies to bookings we make for you when acting as agent. Please read this section in conjunction with Section A of these Booking Conditions.**

### **28. Your Contract with the Supplier/Principal**

Where we act as Agent, we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/airline/cruise company/accommodation provider) of your chosen travel arrangements, as specified in your confirmation invoice.

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/Principal's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

### **29. Payment**

Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

### **30. Changes and Cancellations by You**

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. **Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements.**

The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £100 per booking for any amendments to bookings and an administration fee of £100 for cancellations. We will notify you of the exact charges at the time of amendment or cancellation.

### **31. Changes and Cancellations by the Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed travel arrangements or to cancel them. 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 will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

### **32. Our Responsibility for your Booking**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the travel arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the travel 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 we earn on 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.

### **33. Complaints**

Because the contract for your travel arrangements is between you and the Supplier/Principal, any queries or concerns about your arrangements should be addressed to them. If you have a problem with your travel arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If

you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly.

**34. ABTA**

We are a Member of ABTA, membership number P7633. 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).

**35. Financial Protection**

Package holidays which we sell to you where we act as an agent, will be protected by the financial protection organised by the package organiser (which will be the Supplier/Principal), as set out in their booking terms and conditions.

**36. Parental Consent Form**

We will only accept bookings from you when you are under 18 years of age, when we are acting as agent. In such bookings, we require the Parental Consent Form to be signed by your parent or guardian at the point of sale. The Parental Consent Form must be completed and signed by your parent or guardian and such parent and guardian must be of the appropriate age (18 years or older). If the signed Parental Consent Form is not provided when required, your booking contract with the Supplier/Principal will be void.