

## BOOKING CONDITIONS

Your holiday booking is with Stewart Travel Limited ('Stewart Travel' or 'we' or 'our' or 'us'). These terms and conditions, along with the documents referred herein, apply to your booked holiday and form your contract with us. It is important that you read these booking conditions as they not only define our obligations to you but also impose some important commitments upon you. If any part of these booking conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity will not affect the other provisions which shall remain in full force and effect.

### 1. Your key rights

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. Stewart Travel will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Stewart Travel have / has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 is provided on our website and in our brochures.

Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

1. Travellers will receive all essential information about the travel services before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
5. The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
6. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
7. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
8. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
10. Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
11. The organiser has to provide assistance if the traveller is in difficulty.
12. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. (We, or insert name of package organiser) have/has taken out insolvency protection with YZ(the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of (our, or insert name of package organiser) insolvency.



13. Website address or hyperlink to website where the Package Travel and Linked Travel Arrangements Regulations 2018 can be found – <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

Excursions that we include as part of our holiday package are conducted in English via English speaking guides or headsets where necessary.

## **2. Your holiday contract**

When you make a booking you guarantee that you have the authority to accept, and do accept on behalf of your party, the terms of these booking conditions. Once your booking is confirmed, you will be given a booking reference number. It is important that you do not give your booking reference number to anyone as it would allow them to view your booking via our website. A contract will exist as soon as we issue our confirmation invoice. It is your responsibility to provide accurate details at the time of booking, including ensuring passenger details exactly match passport details. It is also your responsibility to check that the information on the confirmation invoice and ATOL Certificate (if relevant) is correct and includes details of everything you have booked (including flights, hotels and other services). If any of the passenger or holiday details on the confirmation invoice or ATOL Certificate (if relevant) are incorrect or incomplete, you must notify us immediately. We will pass on any additional charges incurred as a result of any details not being correct. We reserve the right to refuse to accept and/or not proceed with any booking at any time at our sole discretion. This contract is governed by English law and the jurisdiction of the English courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. A complaint may be referred to arbitration - see section 8.

## **3. Your holiday price**

Holiday prices can be influenced by taxes such as air passenger duty, aircraft insurance, security, fuel and other associated costs. Our prices are affected by these, as well as exchange rates, suppliers' costs and economic trends. The guide prices shown in brochures and on the website are based on current charges and costs but they may go up or down – please call us for the most up-to-date prices. Our holidays, and the prices at which they are advertised, are based on flight availability and a limited number of specially negotiated prices at the time of going to print; they are always subject to availability and supplements may apply. At the time of booking, if there is a lack of availability in the specified class on any particular flight, we will endeavour to secure seats for you in an alternative economy class and you will be told the amount of the applicable flight supplement and/or higher non-refundable deposit payable before you book. You will be advised of any differences to any elements of the holiday, including the price, before your booking is confirmed.

**Pricing Errors:** We reserve the right not to be legally bound in the case of incorrect pricing and acknowledgement of such an error does not mean acceptance of it. If we become aware of any such error, we will ensure that we act promptly and will endeavour to notify you within 7 days of the time of booking, or as soon as reasonably possible. You will be given the option of paying the difference (or being refunded the difference in the event the correct price is lower) and confirming the booking or cancelling and receiving a full refund of all monies paid.

## **4. Paying for your holiday**

When you make your booking for a holiday other than a cruise holiday you must pay a deposit of 15% of the total holiday cost or £150 per person, whichever is the greater. For cruise holidays, the amount of the deposit payable differs. You will be advised of the amount of the deposit payable at the time of booking. Please note some holidays and flights may require a higher non-refundable deposit or full payment to be made upfront. You will be advised if this applies at the time of booking. For flights booked with 'no frills' carriers, the deposit at the time of booking is 15% of the total holiday cost or £150 per person, whichever is the greater, plus the cost of the airfare(s).

The balance of the price of your travel arrangements must be paid at least 90 days before your departure date. We reserve the right to cancel your travel arrangements if the deposit and/or balance is not paid in time. If the balance is not paid in time, we shall retain your deposit. Unless you are otherwise advised, bookings made after the balance due date (as set out above) must be paid in full at the time of booking and we cannot confirm your booking until full payment is received. We accept various methods of payment, i.e. credit card, debit card or bank transfer.

**Refunds:** If you are entitled to any refund(s) relating to your booking, this will go to the lead passenger who made the booking, usually by the same payment method that was used to pay Stewart Travel. In the case of card



payment, refund(s) will be made to the appropriate card account(s). If a payment has been made in the form of a voucher, any refund, if applicable, will be refunded by voucher. Any fees incurred when making a payment will not be refunded unless Stewart Travel causes the cancellation.

**Curtailment and unused parts of the package:** If you choose to cut short your holiday and return home early, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. The cost of any unused tours or activities within excursion packages will not be refunded. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim be made directly with them.

## **5. If you change your booking**

If you wish to change your travel arrangements in any way after your holiday contract is created, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing by the person who made the booking either by email to [helpdesk@destinology.co.uk](mailto:helpdesk@destinology.co.uk) or by post to the Customer Experience Team, Stewart Travel, Hall Lane, Lostock, BL6 4BL. You will be asked to pay an administration fee of £50 per person for holiday packages which include a cruise and £35 per person for holiday packages which do not include a cruise, together with any further cost we incur in making this alteration. 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. Please note that certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. For example, airlines usually regard name changes as a cancellation and any alteration may incur a 100% cancellation charge in respect of the airfare. Please note that the amendment fee applicable must be paid at the time you make the change.

**Transferring your booking:** You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

## **6. If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. We must receive notification from the person who made the booking by email to [helpdesk@destinology.co.uk](mailto:helpdesk@destinology.co.uk) or by calling 01204 474 400. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as set out below (see also the exception below). Any higher non-refundable deposit paid will be included in the cancellation charges set out below. A cancellation invoice will be sent to you within 7 days. If you do not receive this, please contact us immediately in order to prevent an increase in charges. If you've paid more than the cancellation charge at the point we receive your notice to cancel, we will refund the excess amount by BACS transfer to the account from which the payment were taken. If you've paid less than the cancellation charges due at the point we receive your notice to cancel, you agree to pay us the difference between the amount you've paid and the applicable cancellation charge. You'll have to pay this at the time you ask us to cancel your booking. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We would recommend that you speak with your insurer.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by Unavoidable and Extraordinary Circumstances. Unavoidable and Extraordinary Circumstances means a situation that is, in our opinion, beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to, actual or expected war, riots, civil strife, terrorist activity, Government action or restraint, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions including hurricanes, changing water levels or closure of locks, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines, or closed or congested airports. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

Unless otherwise advised at the time of booking, the following scale of cancellation charges will be payable depending on when the notification of cancellation is received:

For holiday packages which do not include a cruise

Prior to 70 days before departure: Loss of deposit and other non-refundable elements

57 – 70 days before departure: 50% of total holiday cost and other non-refundable elements

46 – 56 days before departure: 75% of total holiday cost and other non-refundable elements.



Less than 46 days before departure: 100% of total holiday cost.

For holiday packages which include a cruise duration of less than 15 days

More than 91 days prior to departure	Loss of deposit
76 - 90 days prior to departure	50% of total holiday cost
61 - 75 days prior to departure	75% of total holiday cost
31 - 60 days prior to departure	100% of total holiday cost

For holiday packages which include a cruise duration of 15 days or longer

More than 151 days prior to departure	Loss of deposit
121 – 150 days prior to departure	25% of total holiday cost
91 – 120 days prior to departure	50% of total holiday cost
61 – 90 days prior to departure	75% of total holiday cost
0 – 60 days prior to departure	100% of total holiday cost

Important: Please be aware that for bookings which take place during festive and peak periods (including but not limited to Christmas, New Year and Easter) and in some cases main school holiday dates, cancellation fees of up to 100% may apply. For cruises, cancellation terms may be more restrictive and charges may be higher. If higher cancellation charges apply, you will be advised of this at the time of booking.

The cancellation charge payable will be the greater of the amount of the deposit (or the higher non-refundable deposit if applicable) and the standard cancellation charge set out above.

## 7. If we change your booking

Changes to the price: We can change your holiday price after you've booked, only in certain circumstances.

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel, you must do so within the time period shown on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

Changes other than the price: We plan the holiday arrangements many months in advance and, although unlikely, we may need to make changes. It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include, but are not limited to, a change in airline carrier; building and development works; alteration of your outward/return flights by less than 12 hours, changes to aircraft type, changes to the itinerary, and change of accommodation to another of the same or higher standard. Please note we will not pay compensation or offer alternative options if we make an insignificant change.

If we have to significantly alter any of the main characteristics of the travel services that make up your holiday package, you will have the rights set out below.

1. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one. If the alternative holiday is of a lower value, we will refund any price difference. If the alternative holiday is of a higher value, you will be required to pay the additional amount. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

2. We will also pay compensation as set out below except where the significant change is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.



Examples of significant changes include, but are not limited to, a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, a change of UK departure airport (except between London airports, between Birmingham and East Midlands airports, between Sheffield, Doncaster, Manchester and Leeds Bradford airports, between Liverpool and Manchester, or between airports in Scotland) or a significant change of destination airport.

Period before departure in which we notify you	Amount you will receive from us
More than 60 days:	NIL
59 – 42 days	£20
41 – 28 days	£30
27 – 15 days	£40
14 – 0 days	£50

Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

### **8. If we cancel your holiday**

We reserve the right to cancel your booking. We will not cancel within 61 days of your departure date, except for Unavoidable and Extraordinary Circumstances or failure by you to pay the final balance. If your holiday is cancelled (for reasons other than a failure by you to pay the final balance) you can either have a full refund of all monies paid or, where available, accept an offer of alternative comparable travel arrangements. We will refund any price difference if the alternative is of a lower value. In the event a refund is paid to you, we will pay compensation as per section 6 except where the cancellation is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

### **9. ABTA**

We are a Member of ABTA via the Stewart Travel Limited ABTA licence (Y6652). We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

### **10. If You Have a Complaint**

If you have a complaint about any of the services included in your holiday, you must inform our local representative, agent, hotel, car rental company or airline without undue delay who will endeavour to put things right. We also operate a 24-hour emergency on-call phone system, which you can contact in emergencies on 01204 372058. If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at [helpdesk@destinology.co.uk](mailto:helpdesk@destinology.co.uk) giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 8 above on ABTA.

### **11. Additional Assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and making any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

### **12. Your financial protection**

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number 0308 issued by the CAA of Gatwick Airport South, West Sussex, RH6 0YR [www.caa.co.uk](http://www.caa.co.uk), telephone 0333 103 6350, email



claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we 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.

Please note that items not purchased through Stewart Travel will not be protected.

### **13. Our liability to you**

We are responsible for the proper performance of all travel services included in this package. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or any member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or Unavoidable and Extraordinary Circumstances.

Except in cases involving death, injury or illness, the liability of Stewart Travel and any company within the group of companies of which Stewart Travel is part (including its employees, agents and subcontractors) shall be limited to a maximum of three times the cost of your travel arrangements. Where enjoyment of only some days of your holiday has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to £50 per day per person affected. Our liability will also be limited in accordance with and/or in an identical manner to:

(a) the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

(b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

Copies of the travel service contractual terms, or the international conventions, shall be provided on request.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. If you are unhappy with your airline's response, you may complain to the Civil Aviation Authority (telephone 020 7453 6888 or visit [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers)). Please note that reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

You agree to assign to Stewart Travel any rights that you may have against a third party or person which have caused or contributed to our legal liability to you or which result in us incurring costs on your behalf. You agree that you will provide us and/or our insurers with all reasonable assistance to pursue a claim against any third party or person.

If it is impossible to ensure your return as scheduled due to Unavoidable and Extraordinary Circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. Note: this entire section 13 does not apply to any separate contracts that you may enter into whilst on holiday (for example, for excursions, entertainment, amenities, activities or other tours).



#### **14. Covid-19: Limitation of liability**

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst overseas.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances;

1. If you, or anyone in your party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability;

- Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well as any increase in cost imposed by other suppliers);
- If not everyone on the booking is affected, you will have the right to transfer the place on the holiday to another person nominated by you, subject always to our overall booking terms and conditions. (extra costs may be incurred)
- Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

2. If you were to contract COVID-19 while on holiday, we cannot guarantee the quality of the hospitals that you might be taken to, or the care that you might receive. Usually we are able to assist in these matters, but due to a likely national approach to treating the virus, you might be taken to a designated public hospital outside of our control.

3. You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

4. Although unlikely, it is possible that flight schedules may change without notice necessitating an earlier or later return to the UK and this may happen in particular if the FCDO announce a change in quarantine rules for arrivals from your destination.

5. You also acknowledge that the suppliers providing your holiday, including airlines, 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 will likely 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 holiday and all measures will be taken with the purpose of securing your safety and those around you.

#### **15. Your responsibility**

(i) Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

British Passport Holders: to travel to the destinations we feature in our brochures and on our website you will need a full 10-year British passport with at least 6 months validity (from the date of return). Some destinations also require visas and it is important that you check for any relevant visa requirements at the time of booking and again 1 month before your departure date. You can check any visa requirements on



[www.fco.gov.uk](http://www.fco.gov.uk). Many countries, including U.S.A., now require children to hold their own. We therefore recommend that all children travel on full passports.

**Non-British Passport Holders:** Please refer to your own dedicated embassy for details of passport and visa requirements.

(ii) You are responsible for the behaviour of yourself and your party. We reserve the right to refuse your booking or remove you or a member of your party from any tour or holiday if, in our view (or that of any airline pilot, hotel manager, tour leader or other person in authority), your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous, antisocial or annoying to others or risks damage to property belonging to others. In this event, no refund or compensation will be payable and you will be liable to pay any additional expenses reasonably incurred in arranging the curtailment.

(iii) You are responsible for the carriage and care of your luggage and property throughout your holiday except for such times as it may be in the hands of an airline; where in such circumstances the airline's specific terms and conditions relating to the carriage of baggage will apply. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.

(iv) You must comply with the terms and conditions of the third party suppliers of any travel services that form part of the package. Failure by you to observe such terms and conditions which are incorporated into this contract (and are available upon request) may affect any compensation or liability we may have towards you.

(v) For security reasons, valuables should be kept to a minimum and packed in your hand luggage along with basic essentials, a change of clothing, medication, camera etc. (within airport guidelines). It your responsibility to look after your property at all times and you ensure you are adequately covered by comprehensive insurance. If you lose any personal items whilst on holiday, you should obtain a written report from the police, and follow and other guidelines as set out by your insurance policy.

## **16. Holiday Information**

Any optional activities (for example, excursions, entertainment, amenities, activities and other tours) ('Optional Activities') that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For all Optional Activities, your contract will be with the operator/supplier of the Optional Activity and not with us. Please note that the operator/supplier's terms and conditions may exclude or limit its liability to you and will be governed by local law and jurisdiction. We have included the Optional Activities in brochures and on the website to illustrate your choice, not as a recommendation to take part. We are not responsible for the provision of any Optional Activity or for anything that happens during the course of its provision by the operator/supplier. Some Optional Activities may contain an element of risk or require a good level of physical fitness, and, if in doubt, you should make direct inquiries with the local provider before deciding to buy and check that you are covered by your travel insurance policy. If you are in any doubt about whether your travel insurance policy covers the activity, you should contact your insurer.

**Travel Information & Documents:** You shall receive your confirmation invoice via email unless you request otherwise. Approximately 14 days before departure, you will receive your tickets together with an itinerary. However, in the case of late payment and/or late bookings, tickets may be handed to you at the airport on departure. Please ensure that you check the flight timings on your tickets carefully.

**Health:** We recommend that you consult your GP or a specialist vaccination centre at least 12 weeks before departure for details of the measures you will need to take prior to departure. You may also wish to refer to government health advice for your destination at [fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/](http://fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/) or call the 24-hour phone line 0845 850 2829 – calls cost 4p per minute with BT; other network prices may vary.

**Transfers:** Unless otherwise stated, our holidays do not include transfers from airports/hotels and vice versa. Transfers can be arranged. Please let us know if you require these at the time of booking.

**Out of Date Range Bookings:** If flights or accommodation are out of date range and cannot yet be confirmed, we will inform you at the time of booking. If you wish to proceed in any event, we will provide you with an estimated price in anticipation that seats/accommodation will be available. We will issue an invoice recording the arrangements reserved for you and will take a deposit, but a contract will not exist between us. When the airline seats or accommodation become available to book, we will tell you the price and give you 7 days to either accept the price or cancel the booking and receive a full refund. If you accept the price, we will issue a confirmation invoice and a contract shall exist on issuance of this invoice. In the event that flight seats/accommodation do not become available, you will receive a full refund.





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.

'No frills' carriers: We provide a choice of scheduled and 'no frills' carriers to take advantage of the flexibility and pricing available. You should note that 'no frills' flights do not include 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 tickets have been issued. The provision of any special request does not constitute a term of your contract with us.

Public holidays: Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays such as Ramadan, which affects many Muslim countries, may result in a reduction of facilities and entertainment. Others are somewhat chaotic but great fun to be a part of. We suggest that you take this into consideration when selecting your departure date and check for dates that may affect your holiday before you book.

Other Hotel Guests: Many hotels, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. The hotels we feature are shared with guests from many countries with different cultures and customs. We have no control over the acceptance of bookings at the hotels we feature. We are therefore unable to accept any responsibility for any inconvenience caused by such groups or their activities.

Local Purchases: We cannot accept responsibility for any items you may purchase locally, including but not limited to jewellery, furniture etc. and the quality and value of such cannot be guaranteed. We recommend that you check whether any extra charges will be payable for import duty or freight. We are unable to assist with any costs you may incur in this respect.

Baggage: All guests are subject to any and all baggage restrictions made by all carriers during the holiday, including air and land carriers. You are responsible for checking these prior to departure and accept responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges levied by an air carrier.

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

The Foreign and Commonwealth Office provides up-to-date advice and safety information for British nationals travelling abroad. For the latest travel advice from the Foreign and Commonwealth Office, please visit [fco.gov.uk/travel](http://fco.gov.uk/travel).

## 17. Mobility and Assistance

We take the safety of our customers very seriously. Some accommodation, transport and other holiday services may not be designed to meet the needs of all guests with a disability, reduced mobility or medical condition. Therefore, it is essential that you notify us of any of the above circumstances which affect you or a member of your party before booking your holiday to ensure these can be accommodated. If there is a



change in circumstances between booking and departure, please ensure that you notify us as soon as possible. This is essential for all bookings. Please be aware that some suppliers might not always be able to meet your requirements. In those circumstances, we will of course do our best to offer advice and a suitable alternative where appropriate. We reserve the right to refuse to accept or cancel your booking if you do not notify us of any such special requirements or provide accurate information relating to your condition at the time of booking and you may then be liable for any charges incurred. In those circumstances, we will also not be liable if a transport provider refuses to accept you or any member of your party as a passenger.

Under European law if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of your disability, age or a temporary injury. To take full advantage of the service you need to book at least 48 hours in advance of your flight. Please contact us as soon as possible prior to your departure.

We reserve the right to require that a disabled passenger or a passenger of reduced mobility is accompanied by another fare paying person capable of providing assistance to ensure compliance with any applicable safety requirement or law or if the design of the relevant transport and/or accommodation means that a disabled passenger or person of reduced mobility cannot be carried in a safe or operationally feasible manner without the assistance of another person. Please note that personal daily care cannot be provided by our staff.

## **18. Insurance**

Please note that we do not offer travel insurance. However, it is important that you have adequate insurance cover for all aspects of your holiday including cancellation. Uninsured persons will still be charged in accordance with our normal terms and conditions. Furthermore, if you require medical/any other form of assistance whilst on holiday you will not be covered and you in turn may incur significant costs. We advise that you arrange adequate insurance cover as soon as possible. Please also make sure your insurance is valid from the time of booking until your return from holiday and read your policy details carefully. While on holiday, should you choose to take part in any activity which can be deemed as being of a hazardous nature (for example, hang gliding, hot air ballooning, white-water rafting, etc.), it is essential to ensure that cover is provided under the terms of your travel insurance. If you are in doubt, you should contact your insurer. The organisers of some activities that you may choose to take part in whilst on holiday may request that you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

Please note that for holidays which include a cruise, adequate travel insurance is essential and is required to cover all travel, cancellation and medical liabilities. If you choose to travel without adequate insurance cover, we will not be liable for any losses whatsoever arising, in respect of which insurance cover would otherwise have been available.

## **19. Data Protection**

Any personal data you provide will be held securely and for the purpose you have provided it, in accordance with data protection legislation. We may need to disclose personal data to a third party including outside the European Economic Area (EEA) for the purpose of providing your holiday. In addition, your data may be disclosed to regulatory bodies or public authorities, such as customs or immigration, for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes; and it may be used for marketing, research and statistical purposes and crime prevention. Where you provide information about another person, we accept it on the basis that you have their permission to give us access to their personal data (including special category personal data) and that you have told them who we are and what we will use their data for, as set out above.

If Stewart Travel has obtained your permission to do so, we will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time you can opt out of receiving such information or change the method we use to communicate with you. You can update these preferences by contacting [helpdesk@destinology.co.uk](mailto:helpdesk@destinology.co.uk) or calling 01204 474 401.

In respect of the processing of your personal details, Stewart Travel will be the data controller registered with the ICO. For more details about how we process your personal information please visit [www.stewarttravel.co.uk/privacy-policy/](http://www.stewarttravel.co.uk/privacy-policy/) or contact the Stewart Travel Data Protection Officer by email: [privacy-policy@stewarttravel.co.uk](mailto:privacy-policy@stewarttravel.co.uk) or post: Data Protection Manager, Stewart Travel Limited, 20 Renfield Street, Glasgow, G2 5AP.



## 20. Travel Agents

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him 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 him, 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. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

## 21. Additional Information for Cruises

Age restrictions for cruises: Please note that some cruise operators impose age restrictions in relation to embarking the cruise vessel. Furthermore, age restrictions may apply to the drinking of alcohol on board the cruise vessel. You are responsible for adhering to the age restrictions applied by the relevant cruise operator. Please check with us at the time of booking.

Missing the cruise vessel: It is your responsibility to make sure you reach the vessel at least 2 hours before sailing time or as advised at the time of debarkation. In the event that you miss the cruise vessel, it is your responsibility to ensure you reach the vessel at the next port of call, at your own expense. We do not accept any responsibility for those guests who arrive at the port after the time of sailing.

Cruise line offers: Any offers on cruise deals are available on selected sailings only. Please see relevant cruise line's website for full details by clicking on the link on our website.

Extra services for cruises: Services and goods provided during the holiday and any port or airport charges and taxes which are not included in the original holiday price must be paid by you. Where such services or goods are provided on board the vessel, payment must be made before you leave the vessel.

Certain activities, events and dining options are subject to availability once on board. In some cases, these activities, events and dining options cannot be booked prior to embarkment. Please note that some activities may carry an extra charge. Please note that there are also height restrictions for some of the activities.

Flexi dining: Flexi dining is available with certain cruise operators. Please note these options are not guaranteed and are subject to availability and must be booked once on board. In some cases, additional service charges or premiums will be charged.

Baggage: All guests are subject to any and all baggage restrictions made by all carriers during the holiday, including air and land carriers. You are responsible for checking these prior to departure and accept responsibility for any baggage disallowed or additional charges caused by restrictions including any excess baggage charges levied by an air carrier. Our requirements for cruises are as follows. Only such personal wearing apparel effects and gifts as are appropriate for the cruise may be brought on board. Each piece of baggage must be distinctly labelled with your name, the vessel name, stateroom/cabin number and sailing date. Please check with us at the time of booking in relation to the baggage allowance you are able to bring on board with the cruise vessel. You must not carry firearms, explosives, inflammable materials or other hazardous items. Any such items or noxious substance in your possession on embarkation shall immediately be surrendered to an appropriate member of staff and may be confiscated, destroyed or surrendered to authorities. If you wish to purchase alcohol ashore to take home with you this should be immediately surrendered to the vessel's Master for the duration of the voyage and will be returned to you on disembarkation. You shall have no claim for any loss or inconvenience incurred.

The vessel's Master or any crew member acting under the authority of the Master shall be entitled to enter the stateroom/cabin occupied by you at any time for the purposes of searching for controlled or prohibited substances or for a purpose connected with repair, maintenance work, security or safety. You agree to submit to any personal search or search of baggage and goods where such search is reasonably required by the vessel's crew or any supplier in the interests of security and safety, or any third party acting with governmental authority.

Any baggage not retained in a stateroom/cabin should be placed in the vessel's baggage room or safe and you shall obtain a receipt from the vessel's crew on doing this.

During any transfer of baggage including upon departure from any hotel or airport, arrival at any new destination or upon change of vehicle or means of transport, responsibility for identifying baggage belonging to the you and ensuring that it is dealt with as may be appropriate for delivery to the next destination lies with you. Any property left on a vessel at final destination may be stored and repatriated at your expense.

Pets, birds, livestock and other animals are not allowed on board the vessel.

## 20. Brexit



Please be aware that some travel services could be affected as a result of the United Kingdom's decision to leave the European Union. Examples of this could include the inability of airlines to operate flights (including the loss or restriction of rights in respect of transit, air traffic or entry into an airspace), an unavailability of some flight routes, changes to the visa requirements of British citizens and limited or no access to certain airports and ports. If we become aware of any confirmed bookings that will be affected, we will let customers know as soon as possible. However, as this situation is extraordinary and outside of our control, we would treat any such changes or cancellations as being due to Unavoidable and Extraordinary Circumstances. Please note that we do not accept any responsibility or liability for any consequential loss or expenses customers may incur in these circumstances. We strongly encourage customers to take out travel insurance to cover consequential losses and expenses.

Stewart Travel Booking Conditions – 22 October 2020