

## Booking conditions - Travel Guru LTD \*updated 25<sup>th</sup> January\*

### Section A - Terms and Conditions for Agency Bookings

Travel Guru Ltd, company number SC596466, with its registered office address at 46 Main street, Uddingston, G71 7LS, operates the website with the [www.travelgurultd.co.uk](http://www.travelgurultd.co.uk). Travel Guru operates as a managed branch of Advantage Travel Centres Limited and is a member of the Advantage Managed Service Scheme. Advantage is registered under number 04698963 and has its registered office at 15-21 Provost Street, London, N1 7NH

All enquiries & bookings are fulfilled by Travel Guru Uddingston, ABTA P7299.

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agency booking services with Travel Guru Ltd.

**Note: Travel Guru act as retail booking agents in respect of all bookings we take and/or make on your behalf.**

For all such arrangements where we act as your retail agent, your contract for the supply of the service(s) in question will be the disclosed supplier of the service(s) in question or Travel Guru Ltd. When making your booking, we will arrange for you to enter into a contract with that supplier. Your booking will be subject to these terms and conditions for our booking services, and any booking conditions of the disclosed supplier of your travel arrangements.

**Travel Guru Ltd booking conditions can be found in section B.** You are advised to read all applicable conditions carefully prior to booking. Except where otherwise stated, we do not accept liability in relation to any contract you enter into or for any arrangements you purchase or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

For the avoidance of doubt, where we sell you a Package holiday that has been organised by another supplier, we will sell that holiday as retail agent for that supplier. Where that Package holiday includes a flight, the flight will be protected by the supplier's ATOL and the ATOL Certificate will be issued by us on behalf of that supplier.

These booking conditions and any agreement to which they apply are governed in all respects by Scottish Law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the courts of Scotland. You may, however, choose the law and jurisdiction of England, Wales or Northern Ireland if you live in those places and if you wish to do so.

Any money paid to us in respect of a booking including a flight purchased under our ATOL or a third party's ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the supplier of your arrangements for so long as that supplier does not fail financially. If that supplier does fail financially, any money we hold at that time or subsequently accept from you is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the applicable supplier.

### Booking & Payment

When you make a booking, you guarantee that you are over 18 and have the authority to accept and do accept these conditions on your behalf and on behalf of all members of your party and, further, if you are making a booking for more than one person, that you are responsible for all payments due from each party member for whom you are making a booking. Please note that you may be required to present a credit card at the time of check-in, rental or pick-up to provide confirmation of authorised card use or to secure any additional charges.

Where we are acting as booking agent, your booking is confirmed and a contract between you and the supplier will exist when we send you a confirmation invoice. Please check your confirmation invoice carefully and report any incorrect or incomplete information to us immediately. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Upon receipt, if you believe that any details on the confirmation or any other or any other document are wrong you must advise us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. It is your responsibility to ensure that any information which is given to you by us or any of our employees or suppliers is passed on to all members of your party. Any information which we give to you shall be deemed as given to each party member for whom you are making or have made a booking. We can only liaise with the lead passenger on the booking.

We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

## **Pricing**

The price of your flight may include taxes, fees and charges which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately on your ticket. You may also be required to pay taxes or fees or other charges not already collected, for example, it is not always possible to include all departure taxes on your ticket(s). In some cases departure taxes must be paid by you locally to the Government of the country you are departing from and are therefore non-refundable by us.

The price of each product or service is regularly reviewed and is subject to change. Promotional or discounted offers on this site are provided at our discretion. All offers are subject to availability and may be withdrawn at any time.

## **Changes or cancellations by you**

If you wish to change any part of your confirmed arrangements or cancel them, you must inform us in writing as soon as possible and we will liaise with any applicable supplier on your behalf. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that any supplier will be able to meet your requested change as amendments can only be accepted in accordance with their terms and conditions. Each change / cancellation is subject to a service charge which are detailed in section B.

## **If your Supplier Changes or Cancels**

We will inform you as soon as reasonably possible if any supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and any applicable supplier in relation to any alternative arrangements offered but we will have no further liability to you.

## **Accuracy**

We endeavour to ensure that the details of all products, including prices, displayed on our websites are accurate. However, given the high volume of flights, hotels and other products offered it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for these errors.

**You must ensure you check the price and all other details of your chosen arrangements with us at the time of booking.**

## **Passport, Visa & Health Requirements**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. 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/abroad/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 holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/foreign-travel-advice>

**Non-British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa 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 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 passport, visa, immigration requirements or health formalities.

**Pre-Travel Advice:** The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check whether or not such information has been issued on the Internet under the address [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) prior to travelling. Alternatively, you can contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p/minute). It is your responsibility to check any advice issued by the Foreign and Commonwealth Travel Advice Unit and we accept no responsibility for this.

## 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 your complaint is not resolved locally, please contact your tour guide or in the case of a tailor-made tour our local agent or our offices at 46 Main Street, Uddingston, G71 7LS as soon as possible. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office 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.

## Travel Insurance

We strongly recommend that you do not travel without adequate Travel Insurance for your own protection and peace of mind, please be aware that some airlines may not allow you to travel without insurance. It is your responsibility to ensure that you purchase adequate travel insurance for your needs.

## Proof of Purchase

You should ensure that you travel with your booking confirmations, e-ticket's and any other travel documentation (including your passport) at all times. We will not be liable for any supplier not providing you with the booked product or service if you do not produce such documentation.

## No Show

If you have a booking for any of our products or services, including flights, car hire, accommodation and packages, but you do not show up to check-in, collect the car or otherwise do not avail yourself of such product or service, you will not be entitled to any refund from us. Certain airlines may also cancel the return portion of your ticket if you fail to take the outbound journey. Please contact us if you fail to take the outbound journey but intend to use the inbound portion of a return ticket.

## Your Behaviour

It is your responsibility to ensure that you and the members of your group do not behave in a way which is inappropriate or causes danger, distress, offence or damage to others or which risks damage to property belonging to others (including but not limited to drunkenness and air rage) whilst on your trip.

If, in our reasonable opinion or that of our suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we and/or our suppliers (e.g. hotel managers, airline pilots) may take appropriate action in order to ensure the safety and comfort of our customers and their property and that of our suppliers, including terminating your trip, in which case our and our supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur necessarily as a result of such termination.

## Passenger Ages

When travelling on an arrangement including hotel accommodation, no person under the age of 18 years will be allowed to travel independently. The exception is for Las Vegas where visitors are required to be 21 years old if unaccompanied. The passenger's age relates to the whole of the period when they are away including the day of return.

**INFANT FARES:** Infants must be under 2 years old on the return date of travel. If your child celebrates his or her 2nd birthday while on holiday, you must book and pay the appropriate child fare. Charges for infants vary depending on the route and length of flight and will be advised in the booking process. Infants are not entitled to their own seat and must travel on an adult's lap. If you require a seat for your infant to sit separately you will need to purchase a child's ticket at the appropriate fare. Infants do not always receive a personal baggage allowance as this varies from carrier to carrier.

**CHILD FARES:** Children must be 2 - 11 years old on the return date of travel to qualify for any applicable child fare reduction. Children aged 12 years and older pay the full fare and have their own seat and have a full baggage allowance.

**BABIES:** An infant must be more than 7 days old to travel on an aircraft, for health and safety reasons.

## Communications

The email address that you provide with your booking will be used for all future communication with you, including any changes and additional information on your flights and/or hotel bookings. It is therefore your responsibility to ensure that you check your email on a regular basis and notify us should your email address change.

For after sales service we can be contacted between the hours of 9.00am – 5.30pm, Monday to Friday on 01698 636 100

## Special Requests & Disabilities

Please advise us of any special requests and we will pass these on to the relevant supplier. However, we cannot guarantee your special request as we do not have any direct control over the manner in which the services are provided.

We will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the 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.

## **Changes to Terms & Conditions**

We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website and you are deemed to have accepted the relevant changes.

## **Additional Terms**

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

## **Weather**

We cannot be held responsible for any disruption to your trip due to bad or unusual weather conditions.

## **Our Responsibilities:**

As agent, except as set out in the 'Flight Plus' section below, we accept no responsibility for the actual provision of your holiday arrangements or for any information about them that we pass on to you in good faith. Our responsibilities are limited to making the booking in accordance with your instructions.

We will not be responsible: -

- (i) where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours or any supplier's control.
- (ii) where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking.

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.

Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

## **Flight-Plus Bookings**

### What is a Flight-Plus?

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- (1) A Flight-Plus exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus.
- (2) If in connection with the flight, on the same day, the day before or the day after you book the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.
- (3) A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book:
  - A) a non-flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or

- B) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK. (A Package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-(a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package.)
- (4) A flight which begins and ends in the United Kingdom will not form part of a Flight-Plus.
- (5) A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the requirements in paragraph (1) are no longer satisfied.
- (6) Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

## Section B - Terms and Conditions of Travel Guru Ltd

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Travel Guru Ltd ("we" or "us") where we act an Organiser of a Package Holiday.

Please read all booking conditions 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: -

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them.
- b. He/she consents to our use of information in accordance with our Privacy Policy.
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

### Booking & Payment

A booking is made with a supplier when:

- (a) you tell us that you would like to accept our written or verbal quotation.
- (b) you pay the deposit as required by the supplier of the arrangements in question (or full payment if booking within 12 weeks of departure)
- (c) you pay all applicable insurance premiums and booking fees; and
- (d) we send you a booking confirmation on behalf of the supplier.

If your confirmed arrangements include a flight, we (or the supplier) will also issue you with an ATOL Certificate.

Please check your confirmation and ATOL Certificate carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

### Accuracy

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

### Insurance

Adequate travel insurance is vital. If you choose to partake in arrangements without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## Jurisdiction and applicable law

These booking conditions and any agreement to which they apply are governed in all respects by Scottish Law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Scotland only. You may, however, choose the law and jurisdiction of England, Wales or Northern Ireland if you live in those places and if you wish to do so.

## Changes by you

If you wish to change any part of your confirmed arrangements, 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 the supplier will be able to meet your requested change as amendments can only be accepted in accordance with the terms and conditions of the supplier. The supplier may charge the 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.

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

## If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us or your travel agent in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. The cancellation charges imposed on us by our suppliers are usually restrictive. Whilst our deposits usually cover most of the costs we incur if you cancel, some of the arrangements we sell are non-refundable in the event of your cancellation. Once you inform your travel agent of your need to cancel, they will advise you of the applicable cancellation charges. Cancellation charges can be as much as 100% of the total cost of the holiday, regardless of when you notify us of the cancellation and will normally increase closer to the date of departure. In addition, you must pay us an administration fee of £60. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where a low deposit has been paid at the time of cancellation you will be required to pay the remainder of the full deposit & any additional charges.

Bookings that include budget / low cost or scheduled flights and some cruise companies may incur different cancellation charges as a result of the cancellation charges imposed by these suppliers. In that event, our cancellation charges will be increased, if needed, to cover our liability for the additional cancellation charges imposed by these suppliers.

Some accommodation providers may offer non-refundable rates and if this is the case you will be advised at time of booking as payment is due on these rates immediately and this will mean that upon cancellation of your booking these costs will not be returned to you.

## Our service charges

In certain circumstances we apply a service charge for the services we provide, in addition to any charge levied by the supplier:

SERVICE	CHARGE
Cancellation	Suppliers charge + £75 Total
Destination Change	Suppliers charge + £40 pp
Date Change	Suppliers charge + £40 pp
Name Change	Suppliers charge + £25 pp
Any Other Change	Suppliers charge + £35 Total

## 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. Whilst every effort will be made by us 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. We do not accept bookings that are conditional upon any special request being met.

## Disabilities and Medical Problems

If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. 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.

## Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. 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/abroad/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 holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/foreign-travel-advice>

**Non-British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa 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 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 passport, visa, immigration requirements or health formalities.

**Pre-Travel Advice:** The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check whether or not such information has been issued on the Internet under the address [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) prior to travelling. Alternatively, you can contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p/minute). It is your responsibility to check any advice issued by the Foreign and Commonwealth Travel Advice Unit and we accept no responsibility for this.

**We reserve the right to amend the price of unsold packages at any time and correct errors in the prices of confirmed holidays.**

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



## **If We Change or Cancel**

It is unlikely that we will have to make any changes to your arrangements, but occasionally, we may have to do so, and we reserve the right to at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

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

Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

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

## **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 your complaint is not resolved locally, please contact your tour guide or in the case of a tailor-made tour, our local agent or our offices at Travel Guru, 46 Main Street, Uddingston, G71 7LS as soon as possible. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office 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.

## **Our Responsibilities:**

(1) We will accept responsibility for the package arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: - following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

(2) 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 act(s) and/or omission(s) of the person(s) affected.
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (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 assumed to have adequate insurance in place to cover any losses of this kind.

**(b)** Claims not falling under (a) above and which do not involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice 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)** The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions 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)** In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

**iii)** 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.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) 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.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. 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.

### **Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday 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. 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.

## 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. 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 ourselves or the supplier concerned.

## Delays, Missed Transport Arrangements and Other Travel Information

If you or any member of your party miss 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.

The Package Travel etc Regulations 1992 provide that if in the event that you *experience* difficulty on the occurrence of circumstances described in clauses (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay, which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 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.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 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 our advertising material 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 tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm), detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at <http://www.caa.co.uk/atol-protection/>. 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.

## Advanced Passenger Information

Several Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. It is your responsibility to submit Advanced Passenger Information prior to travel and failure

to do so could result in additional fees being incurred at check-in or being refused boarding. Where we collect this data, we will treat it in accordance with our privacy policy.

### **Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice and State Department warnings regarding the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See Force Majeure).

### **ABTA**

We are a Member of ABTA, membership number P7299. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on <http://www.abta.com>

### **Your Behaviour**

All of our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager 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 of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service 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 from the hotel. 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. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **Accommodation**

#### **Room Types:**

A "Double room" does not guarantee a double bed; a Double room means a room for 2 persons, furthermore, please note a room sold as "Twin Room" does not guarantee twin beds.

A "Triple room" means a room for 3 persons.

A "Quad room" means a room for 4 persons.

If you require either (1) Double bed in the room, or (2) single beds in a room, please REQUEST them at the time of booking.

**Resort Fees/City Tax:** Several Hotels / Destinations now charge resort fees / city tax. These amounts may vary and are charged by and payable by you to the Hotel / Destination you are travelling to. The Country or Hotel you are visiting reserve the right to change the amounts of these fees at any time and you must ensure you regularly check your Hotel / Destinations website for the most up to date charges as Travel Guru are not liable for these charges.

**Security Deposits:** Many of the self-catering / apartments & villas, require you to make a payment of a security deposit in cash in local currency or credit card upon arrival at your accommodation. These amounts may vary and will be collected upon your arrival.

### **Hotel Facilities**

Please read the description of the hotel for other hotel policies applicable to your stay. You must be at least 21 years of age to check in to Las Vegas hotels. Please note that the hotels booked by us for you are not exclusive to us. We are not responsible for any limitation in facilities because of other hotel guests or their activities. We do not take responsibility for hotel content (including images, facility listings, etc.) displayed on our website. Hotels may change facilities and property features without prior notice to us and it is the customers' responsibility to confirm facilities directly with the hotel at the time of travel.

### **Delays**

On occasions there may be delays or missed departures, due to the failure of transportation or other circumstances. We cannot be held liable if the accommodation is not available on arrival. It is your responsibility to notify the hotel directly using the telephone number provided on the voucher. Refunds will not be given for any no shows.

**Building Work:** Due to continuous re-development throughout the world there is always going to be some building work going on somewhere. Provided that we are made aware by the Property that any such work is liable to interfere with the enjoyment of your holiday, then we will advise you accordingly. However please be aware that the accommodation has no liability to inform us of any building work in the surrounding area outside their property.