

Ibadah Tours Ltd Booking Terms And Conditions

These Booking Conditions with our privacy policy and any other written information brought to your attention before we confirmed your booking, form the basis of your contract with Ibadah Tours Ltd of 136 Palmerston Road London E17 6PY United Kingdom (“we” or “us”). Please read these agreement carefully as they set out our own rights and obligations. In these Booking Conditions references to "you" and "your" include the lead passenger 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 principal passenger 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 solely bound by them;

B) He/she agrees to our use of information in accordance with our Privacy Policy;

C) He/she is above 18 years of age and when placing an order for our booking services with age restrictions affirms that he/she and all members of the party are of the suitable age to purchase those services;

D) He/she agree to take financial responsibility for payment of the booking services on behalf of all persons detailed on the booking.

1) Booking and Paying For Your Arrangements: A booking services is made with us only when a) you agree to accept our written or verbal quotation; and b) you agree to pay us a deposit as stipulated on your booking form, (Please note that if you are booking within 30 days of departure, you’re obliged to make full payment at the time of booking); and c) a confirmation invoice is issue to you. We reserve the sole right to return payment made by you and decline to issue a confirmation letter at our absolute will. A binding contract agreement will come into existence between you and us immediately we have issued you with a booking confirmation that will confirm/approve the details of your booking and will be sent to you.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a booking confirmation. Upon receipt, if you at any time believe that the details or information about you on the ATOL Certificate, booking confirmation or any other document are wrong you must contact us immediately as alterations can’t be made later and it may possibly affect your rights if we are not informed of any inaccuracies or mistakes in any document within ten days of our sending it out (five days for tickets).

The balance cost of your arrangement (including any applicable additional charge) is due not less than 30 days prior to scheduled departure, however, if you have purchased an Umrah package with us, part payment must be made before we are able to process the application for visa on your behalf. If we do not receive this balance in full and on time, we reserve the right to cancel your booking in which case the cancellation charges set out in clause 8 below will become payable.

Any payment made to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but the agent's is obliged to pay it to us for so long as we do not fail financially. If at any time we fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2) Accuracy: We ensure that all information and prices both on our website and in our brochures are accurate; nevertheless sometimes changes and errors occur and we reserve the right to make changes to prices and other details in such circumstances. You must at all-time check the current price and all other necessary details relating to the arrangements that you wish to book before your booking is confirmed.

3) Insurance: Adequate travel insurance is a condition of your contract with us. You must ensure that your insurance your insurance totally covers all your personal requirements as well as cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without an adequate insurance, we will not be responsible for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4) Umrah Packages – Maximum period of stay: Please Note: When you purchase our Umrah Package, the maximum period of stay permitted by the Saudi authorities for Umrah pilgrims is fifteen days. You therefore must ensure that you do not remain in Saudi Arabia for any period more than 15 days.

If for any reason you fail comply with this requirement and stay in Saudi Arabia beyond the 15 day limit you will be solely responsible for (and agree to indemnify us against) any penalties, costs, charges or fines that we may incur as a result for your offence .

5) Pricing: The price of your travel preparations has been calculated using exchange rates quoted in www.xe.com on an ongoing basis in relation to the Saudi Arabian Riyal We reserve the sole right to make modifications to the price of unsold arrangements at any time and correct errors in the prices of confirmed arrangements. The price of your confirmed package is focus at all times to variations in:

(i) Transportation costs, including the cost of fuel; or

(ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, any visas that are included as part of your booked arrangements or any additional charges imposed upon us by the Saudi Authorities; or

(iii) The exchange rates used to calculate your arrangements;

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You

will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed package cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protections in place. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

6) Jurisdiction and Applicable law: These Booking Conditions and any agreement to which they apply are governed in all respects by English 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 England and Wales only.

7) Modifications by You: If you wish to modify any part of your booking arrangements after you have received our booking confirmation, you must notify us in writing as soon as possible. This should be done by the lead passenger on the booking. Whilst we will do our best to assist, we cannot promise that we will be able to meet your requested modifications. Where we can meet a request, all changes will be subject to payment of an administration fee of £40 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You must be aware that these costs may possibly increase the closer date to departure that changes are made and you should contact us as soon as possible. Where we are not capable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are banned from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

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

8) Cancellation: If at any time you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices

and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we've incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling)

BEFORE ISSUANCE OF VISA (OR FOR ARRANGEMENTS WHERE WE ARE NOT APPLYING FOR A VISA ON YOUR BEHALF):

Please Note: any service charges paid to us as part of your visa application process are non-refundable in the event of your cancellation.

***In some cases the deposit may be a higher amount to secure your arrangements, this will be non-refundable and the charges will be added to the cancellation charges above. Please note that these charges only apply before a visa has been issued for you. Once a visa has been issued, no refunds will be payable in any circumstances.**

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

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

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

If, before a visa has been issued, any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

AFTER ISSUANCE OF VISA:

Please note that once visas have been issued, no refunds can be issued in any circumstances in the event you cancel your arrangements.

9) Modifications/Cancellation: It is unlikely that we will have to make several necessary changes to your travel arrangements, but the arrangements is planned in advance. Sometimes, we may perhaps have to make changes and we reserve the full right to do so at any time. Most of these changes made will be minor and we will advise you of them at the earliest possible date and that you visit our webpage for update of changes made. We have obligatory right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

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

- Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
- A change of outward departure time or overall length of your package of twenty four hours or less.
- A change of accommodation to another of the same standard or classification. Occasionally we may have to make a major change to your confirmed arrangements. ”Examples of “major changes” include the following, when made before departure:
 - A change of accommodation area for the whole or a significant part of your time away.
 - A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
 - A change of outward departure time or overall length of your arrangements of twenty four or more hours.
 - A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A significant change to your itinerary, missing out one or more destination entirely.

If we have to make any major change or cancel, we will let you know as soon as possible and if there is time to do so before departure, we will offer you the choice of:

i) (For major changes) accepting the changed arrangements,

ii) Having a refund of all payment paid; or

iii) Accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

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

If we make a major change or cancel, less than 60 days before departure, we will also pay compensation as detailed below:

The compensation program that we offer does not eliminate you from demanding more if you are entitled to do so. We will not pay for compensation where we make a major change or cancel more than 60 days before departure or in the event that we are forced to make a change or cancel as a result of unusual and unexpected circumstances beyond our control, the consequences of which we could not have avoided even with all due care or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. (We will notify you if we have to cancel for this reason not less than 45 days before departure).

The above sets out the maximum extent of our liability for modifications and cancellations and we pang of guilt we cannot meet any expenses or losses you may incur as a result of modifications or cancellation. Please note: where there is increase in the price of accommodation higher than the original accommodation price is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will for no reason pay you compensation and the above options will not be available if we make a minor modification 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 perhaps be forced by "force majeure" (see clause 10) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be not capable 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 at any time we're 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, we will pay you reasonable compensation.

10) Force Majeure: Except where otherwise expressly stated in these booking conditions we will not be responsible 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 control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

11) Special Requests: Any special demands or request must be recommended to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You must then confirm your requests in writing. Whilst every effort will be made by us to make sure you're satisfied, 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 provided. Failure to meet any special request or demands will not be a breach of contract on our part unless the request has been authenticated. We do not accept bookings that are conditional upon any special request being met.

12) Disabilities and Medical Problems: We are not a specialist disabled holiday company, but we will do our utmost best to cater for your needs. If you or any member of your party has any medical problem or disability which may perhaps affect your stay, please provide us with full details of doctor's report before we confirm your booking so that we can try to advise you as to the suitability of your preferred arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the 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 provide us with full details at the time of booking, we will therefore cancel it and execute applicable cancellation charges when we find out of these details.

13) Complaints: We make sure every single effort to ensure that your holiday arrangements run smoothly but then again if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately we will ensure to put things in place. If your complaint is not resolved close by, please do well to contact your group leader or Ibadah Tours Ltd on the number displayed on our website or the emergency contact telephone number provided to you with your travel documents. If the problem cannot be resolved and you wish to further

complain, you need to send us a formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving us your booking reference and all other relevant information that would be helpful. Please make sure your letter are concise and to the point. This will assist us to speedily find your concerns and speed up our feedback to you. Any negligence on your part not to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to scrutinise your complaint, and will affect your rights under this contract. Please note that we do not offer an Alternative Dispute Resolution service.

14) Your Behaviour: All lodgers residing with us are expected to conduct themselves in an orderly and acceptable way and not to interrupt the enjoyment of other lodgers. If in our own belief or in the belief of any hotel manager or any other person in authority, your behaviour or that of any member of your party is initiating or is likely to initiate pain, hazard or frustration to any of our other guests or any third party or destruction or loss 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 with immediate effect. We will no longer be responsible 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 responsible 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 management of the hotel or other supplier prior to departure from the hotel. If for any reason you fail to make payment, you will be accountable 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.

15) Our Responsibilities: (1) We will accept accountability for the arrangements we agree to provide or arrange for you as an "organiser of the booking services" 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 indebted to provide for you under our contract with you, as set out on your confirmation invoice, we will compensate you for that. The level of such compensation will be calculated taking into consideration all significant 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 arrangements.

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 liable or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claims 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 unexpected or inevitable; 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 exercised had been carried out; or
- d) An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We will limit the amount of compensation we may perhaps have to pay you if we found out you're 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 don't 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 making transportation provisions 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 reserve the right to deduct any money which you have received or that you 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 obligation under this clause that you notify us of any claim to ourselves and our supplier(s) strictly in accordance with the complaints 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 responsibility 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.

16) Financial security: We provide financial security for flight inclusive Packages, Flight Plus bookings and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 10509. 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You

agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

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

17) Passport, Visa and Immigration Requirements and Health Formalities: Where you have booked an Umrah package with us, as part of our service to you we will apply to the Saudi Arabian Embassy on your behalf for the visa required to go into Saudi Arabia. Once issued, the visa cannot be re-issued in the event of loss or damage and for any circumstances it cannot be transferred to another person. For all other packages, you will be solely accountable for complying with all visa requirements.

It is your obligation to check and fulfil the passport, visa, health and immigration requirements applicable to the package you have booked and required for the issuance of the visa and you will offer us all assistance that we require in obtaining the visa in good time for the date of departure. We accept no responsibility or liability for any visa application delay or rejection of a visa by the Saudi Arabian Embassy or Saudi Arabian Ministry of Foreign Affairs. You must check requirements for your own specific circumstances 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 www.passport.gov.uk.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk.

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.

18) Visas for Umrah Packages: Please Note: when we apply for a visa on your behalf, as part of an Umrah package, our sole responsibility will be to submit your application, on your behalf. We have no right over the Saudi Embassy or any other authorities that are responsible for granting the applicable visa nor do we have any right over the visa application process and so we accept no responsibility for

delay in a visa being granted. Saudi Embassy reserve the right to reject any visa, misplaced or lost and incorrect visas can be issued but we're not responsible for any consequences that you may go through as a result of this.

Saudi Umrah visa charges can vary and any increase in visa charges or associated fees in obtaining electronic visa authorisation (MOFA) will be applicable, and payable by you, at the date of visa submission to the Embassy; in accordance with clause 5 of our Booking Terms and Conditions. You must provide us with your passport no less than 14 days prior to your departure date, in order to allow sufficient time to complete the necessary procedures involved in obtaining a visa.

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

20) Delays, Missed Transport Arrangements and other Travel Information: If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, it your obligation to contact us and the airline or other transport supplier concerned immediately. The Package Travel (etc.) Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 15 (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 legally responsible for any costs, fees or charges you incur in the above circumstances, if for any reason you fail to obtain our prior authorisation before making your own travel arrangements.

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 have to complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Compensation 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 postponement or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept obligation for any postponement 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 this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We will 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 dispatched to you about two weeks before departure. You should check your tickets very carefully instantly on receipt to ensure you have the correct flight times. If for any reason 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 http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

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

21) Advance Passenger Information: The 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. In view of that, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

22) Foreign Office Advice: You are liable for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 10).