

# NORMAN ALLEN GROUP TRAVEL LTD

## BOOKING CONDITIONS AND GENERAL TOUR INFORMATION

These Booking Conditions and the General Tour Information will form the basis of your agreement with Norman Allen Group Travel Ltd of Portfield House Daws Road Hereford HR1 2JJ, G.B. ("we", "us" and "our"). They apply to all tour arrangements which you book with us and which we agree to make, provide or perform as applicable as part of our agreement with you. 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 transferred. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018. References in these Booking Conditions to "arrangements" mean the tour arrangements detailed on, or with, your confirmation invoice (including any additions or amendments). The Brochure is the booklet or leaflet or other printed material or the feature page(s) on our web site, in which the details of one or more tours we are offering for sale are set out.

**1. CONSUMER PROTECTION** The Package Travel & Linked Travel Arrangements Regulations 2018 require travel companies to provide security for the monies that consumers pay for certain types and combinations of travel arrangements booked with them and for consumers' repatriation in the event of their insolvency. When you buy an ATOL protected air holiday package and/or flights from us you will receive an ATOL Certificate from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 3683. The ATOL Certificate lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. In the unlikely event of our insolvency, the Civil Aviation Authority (CAA) will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL web site at [www.caa.co.uk](http://www.caa.co.uk). 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 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, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the Booking Agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you buy a coach holiday package from us (or any other package which does not include air travel) we provide financial security by way of a bond held by ABTA, and you will receive a Confirmation Invoice. In the unlikely event of our insolvency, ABTA will arrange to refund any monies you have paid to us for an advance booking and/or will ensure that you are not stranded abroad.

**2. BOOKING AND YOUR CONTRACT WITH US** When you make a booking on a tour you must complete and sign a hard copy of the booking form or you must complete the online booking form. You must pay a deposit. You will receive standard information about your package arrangements and details of their main characteristics before a binding agreement between you and us comes into existence. That information, these conditions together with our Data Protection Policy (available at [www.group-travel.com](http://www.group-travel.com) or on request from us) and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read all such information carefully as it sets out our respective rights and obligations. By making a booking, you agree to be bound by all of it. After we receive your Booking Form and deposit, if the arrangements you wish to book are available, we will issue a Confirmation Invoice. A binding agreement will come into existence between us when we despatch this Confirmation Invoice to you, or to the Group Organiser/Leader or to your Booking Agent. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Your contract is with Norman Allen Group Travel Ltd of Portfield House, Daws Road, Hereford, HR1 2JJ E-mail [normanallen@group-travel.com](mailto:normanallen@group-travel.com) Telephone +44 (0)1432 277666. We can be contacted by telephone at any time in the event of an emergency.

English Law alone will apply to our agreement and to any dispute or claim which arises between us. Any such dispute or claim must only be dealt with under the ABTA Arbitration Scheme or by the Courts of England and Wales. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. We reserve the right to withdraw or change these Booking Conditions at any time before your booking is accepted. When you are making a booking on behalf of yourself and/or a group, the signatory to the Booking Form shall be the Lead Name (or Principal Contractor). The Lead Name agrees on behalf of all persons detailed on the Booking Form that he/she has read these terms and conditions and has the authority to and does agree to be bound by them. The Lead Name will be responsible to us for full payment of the price (including any supplements/fees and cancellation charges) of the tour booked and will also be responsible for passing on to all members of the booking all information which we are legally obliged to give to you. The Lead Name also confirms they are over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the group are of the appropriate age to purchase those services.

**3. YOUR BOOKING AGENT** Your booking agent is the travel agent, coach company, or other company, organisation or person who, without being a party to the contract between you and us, is acting as intermediary to handle bookings and payments for the tour which you book with us. If the Booking Agent signs a Booking Form, he/she does so on behalf of all persons named on the Booking Form, and you confirm that the Booking Agent is authorised to do so. In this case, the first named person on the Booking Form shall be the Lead Name (or Principal Contractor).

Except for flight inclusive bookings, all monies which you pay to one of our authorised Booking Agents for your arrangements with us will be held by that agent on your behalf until we issue our Confirmation Invoice, after which your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you. Any money paid 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 subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do 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.

**4. INSURANCE** We recommend that all travellers have adequate travel insurance. If you are travelling to the Channel Islands, Isle of Man or any destination outside the United Kingdom it is a condition of our agreement that you are covered by adequate travel insurance for your arrangements. Such insurance must, as a minimum, cover your losses sustained as a result of cancellation and all costs and losses for medical treatment, emergency assistance and repatriation in the event of accident or illness or death. Your travel insurance should also include cover against COVID-19 issues/incidents which may affect your booking. If you do not have adequate travel insurance we reserve the right to cancel your booking & cancellation charges will apply according to the scale set out in clause 9. If you travel without adequate insurance cover, we will not be liable for any of your costs or losses that would have been covered by such insurance, if you'd taken it.

**5. YOUR COMMUNICATIONS WITH US** Please address all Booking Forms, correspondence and enquiries and pay all deposits and balances as directed in the Brochure. When applicable most information you need can be provided by the Group Organiser or Booking Agent or it will be obtained from us and passed on to you. If however the Brochure carries no details of a Group Organiser or Booking Agent or if the Group Organiser or Booking agent are unable to deal with your query please communicate directly with us.

**6. CONFIRMATION AND FULL PAYMENT** The Brochure includes details of the deposit due and the date by which full payment is required. When you receive a Confirmation Invoice please immediately check all details on it and on any other document issued. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation within ten days of our sending it out. It may harm your rights if you don't. Our Confirmation Invoice will tell you when the balance payment is due (the balance due date can vary from tour to tour and must be checked on our confirmation invoice. It is typically 8 weeks in advance of departure for tours by coach and 10 weeks in advance of departure for tours including flights/air travel). In the event staged payments are required we will tell you, providing details of the amounts and the dates when payment is due. No further reminder will be issued to you. If payment is not received by the due date specified we reserve the right to treat your booking as cancelled by you and to apply cancellation charges as set out in clause 9.

**7. YOUR TOUR PRICE** and any extra costs are shown in the Brochure. If, exceptionally, the tour price is not guaranteed against alteration due to currency fluctuations the brochure will also include the exchange rates used in any price calculation. Prices for children, if not shown in the Brochure, can be obtained on request from your Group Organiser or Booking Agent or from us. Not later than 20 days before you are due to depart we may increase tour prices to take into account increases in (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (b) the level of taxes or fees of your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (c) the exchange rates relevant to the package if, exceptionally, the tour price is not guaranteed against alteration due to currency fluctuations. Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up

or down and we will notify you of any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart. If the revised tour price is more than 2% higher than the original price (excluding insurance premiums and amendment charges), we will absorb the first 2% and only charge for the balance over and above that. If the increase is more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 8. If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due. Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place. If you do not inform us of your choice following the options we give you as set out in clause 8 within 14 days from the issue date printed on our supplementary invoice, we are entitled to assume that you will pay the additional charge. Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the supplementary invoice, whichever is the later.

We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised & confirmed prices. As changes & errors do sometimes occur, it is your responsibility to check the price of your chosen arrangements at the time of booking. Any contract entered into on the basis of an obviously incorrect price will be void. In this unlikely event you will be given the option to pay the correct price or cancel with full refund.

**8. IF WE CHANGE OR CANCEL YOUR TOUR** Please bear in mind that we usually make arrangements for tours many months in advance. It is possible that circumstances may make changes to and cancellations of your tour unavoidable.

Changes and cancellations before booking - If we change or cancel an advertised tour before we accept your booking you will be informed at the time of booking. We reserve the right to alter any of the information contained in the Brochure at any time before your booking is accepted.

Changes and cancellations before departure - Most changes will be insignificant and we reserve the right to make them. If we make an insignificant change to the main characteristics of any package arrangements we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. Occasionally, we have to make a significant change and we reserve the right to do so. A significant change is one where we significantly alter any of the main characteristics of your confirmed arrangements. We would regard significant changes as (a) a price increase of more than 8%, (b) a change in departure date (but only if this caused the departure time to change by more than 12 hours), (c) a change of more than 10 miles in the location of your departure point on coach tours or where your tour includes UK airport transfers, (d) a change of more than 50 miles in the location of your departure airport where your tour does not include UK airport transfers, (e) a change of more than 50 miles in the location of your destination airport, (f) a change in resort area, (g) a change of main hotel, but not hotels used for overnight stops, where the quality of the new hotel was lower, or (h) a change in the itinerary which involved a destination being completely eliminated from the itinerary. If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i) agreeing to the changed arrangements; or
- ii) accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii) accepting an offer of alternative arrangements of comparable standard from us, if available.

In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due. You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Subject to the exceptions detailed below, if we have to make a significant change or cancel after the date that the balance of your tour cost is due, subject to the exceptions below and where appropriate we will also pay you compensation of 5% of the tour price, subject to the limitations and exclusions in section B of clause 15. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where:

- i) we make a significant change or cancel before you have paid the final balance of the cost of your arrangements; and/or
- ii) we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 14; and/or
- iii) we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:

- i) we make an insignificant change; and/or
- ii) we cancel as a result of any failure by you, including a failure to make payment in accordance with these terms; and/or
- iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a package, we will pay you compensation subject to section B of clause 15.

The above sets out the maximum extent of our liability for all changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

**9. IF YOU WISH TO CHANGE OR CANCEL YOUR BOOKING** you must request the change in writing as soon as possible. Whilst we will try to assist, we cannot guarantee that such requests will be met. Where we can meet them, an amendment fee of £30 per person will be payable as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. If for any reason you wish to cancel your booking, you must inform your Group Organiser or Booking Agent or us in writing. If you do not make payment for your booking by the due date we may consider this to be a cancellation. The following scale of cancellation charges will apply if you cancel your booking, either explicitly or by default:

<u>Period before scheduled departure date</u>	<u>Cancellation charge, shown where appropriate as a percentage of the tour price payable</u>	
	<u>Tours excluding flights/Air travel</u>	<u>Tours including flights/Air travel</u>
71 days or more	Deposit only	Deposit only
57 days to 70 days	Deposit only	30% (or deposit, whichever is greater)
43 days to 56 days	30% (or deposit, whichever is greater)	30% (or deposit, whichever is greater)
29 days to 42 days	60% (or deposit, whichever is greater)	60% (or deposit, whichever is greater)
15 days to 28 days	90% (or deposit, whichever is greater)	90% (or deposit, whichever is greater)
14 days or less	100%	100%

Other cancellation terms may apply for some tours, in accordance with our suppliers' requirements, and if so you will be notified when you book. You may cancel any package arrangements prior to their commencement, following the process outlined above, in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 14) are occurring at the place where your arrangements are due to be performed or its immediate vicinity and; ii) if the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. In this event, you will receive a refund of any payments made without undue delay but this is the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

Transfer of bookings

If 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, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out above will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. Please note that in relation to some tours the local authorities will not permit name changes once passport details have been supplied for entry purposes. In such situations, transfers of bookings will not be permitted.

**10. DURING YOUR TOUR** Please bear in mind that some amenities, such as hotel lifts or swimming pools, require servicing and cleaning and may not therefore be available at all times. Please also bear in mind that entertainment provided by hotels is frequently subject to demand and may be varied, and that outdoor services may be affected by weather conditions and are therefore offered entirely at the discretion of the provider of the service. Details of the location, tourist category or degree of comfort of the accommodation we offer, and its main features, are set out in the Brochure. If excursion itineraries have to be changed due to reasons such as adverse weather or road conditions, a suitable alternative excursion will be offered where possible. Minor alterations may be made to the tour arrangements by the Group Leader or the Driver/Courier with the intention of improving, or maintaining, the quality of service we offer by taking into account local events, weather or road conditions and other such factors unknown to us at the time your tour was arranged.

**11. YOUR OBLIGATIONS UNDER THE CONTRACT** At the beginning of, and throughout, your tour you are responsible for being at the correct departure point at the correct time. You must adhere to the general conditions of carriage of the carriers whose services are included in your tour. You may not bring an animal on a coach, use an electronic device on a coach, or smoke or consume alcoholic drinks on a coach. We reserve the right to cancel your booking, and your right to participate in the tour, at or after departure if your conduct is in our opinion unreasonable or likely to cause loss, damage, distress, danger or annoyance to other people on the tour, to our employees or to those of our suppliers (our suppliers are any people, companies or organisations from whom we purchase transport, accommodation or other elements of a tour). The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them for the provision of any further service or for the provision of any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your group during your time away. Payment must be paid direct at the time to the service supplier concerned, failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

**12. IF YOU HAVE A COMPLAINT** We respectfully remind you that most minor problems that may occur during a tour, particularly at hotels, can often only be satisfactorily resolved at the time. Any subsequent complaint made to us may, by that time, be impossible to deal with to your satisfaction. It is therefore your responsibility to endeavour to solve or mitigate such problems on the spot, liaising directly with the supplier or group leader/courier as required. Any issue that cannot be resolved at the time it occurs should be brought to our attention immediately and we will make every effort to remedy it. Our contact details are shown in section 2 of this document.

If a complaint is made and the matter cannot be resolved at the time we will ask for details to be provided in writing for our consideration. This written notification must be made no more than 28 days following completion of the tour. We will thoroughly investigate all complaints and keep you informed at each stage of the investigation, however please bear in mind that it will take time for us to obtain replies from hoteliers or other suppliers.

If you do not quickly tell us about your complaint our ability to investigate it may be seriously impaired. If a complaint is not received in good time we reserve the right to reject it and to reject any claims which do not involve death, personal injury or illness.

**13. ABTA** We are an ABTA member (membership no. W9928). ABTA's Code of Conduct obliges us to maintain a high standard of service to you. 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).

**14. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES** Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. 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, pandemics or epidemics, coach breakdown or accident and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

**15. OUR LIABILITY** Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause.

A. We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause. 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.

Please note that it is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Our contact details are shown in section 2 of this document.

B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited as follows:

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity 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 your arrangements and which were unforeseeable or unavoidable; or

(c) Unavoidable and extraordinary circumstances as set out in clause 14.

We will not be responsible, make a price reduction or pay compensation:

a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you;

b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):

(a) whether or not you have followed the complaints and notifications procedure as described in these conditions. 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 complaints procedure set out in these conditions;

(b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements;

(c) any deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

Please also note that 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.

Luggage or personal possessions and money - The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money 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.

Claims covered by an International Convention - When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law - The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) 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 our arrangements.

Assistance to those travelling on a package in the event of difficulty - We will provide appropriate assistance without undue delay in the event that you experience difficulty. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. Our contact details are shown in section 2 of this document and should be used if such assistance is required.

**16. DISABILITIES, MEDICAL PROBLEMS AND SPECIAL REQUIREMENTS** We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. If we are able to meet your requirements, the details will be included on your Confirmation Invoice and will form part of your contract with us. If we are unable to meet your requirements or if there will be any extra charge, we will inform you and will discuss possible alternatives with you prior to issuing a Confirmation Invoice. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details. We will not be liable if (a) you inform us of any special requirement only after we have issued a Confirmation Invoice and you decide to cancel your booking as a result of our inability to meet it, or (b) you fail altogether to inform us of a special requirement and difficulties arise during your tour as a result of our inability, or that of our suppliers, to meet it.

In the four weeks prior to the departure date, or at any time during the tour, you must notify us immediately if you test positive for COVID-19 or any other contagious condition, if you display symptoms or if you have come into close contact with someone who has tested positive or may have symptoms. We may share this information with our relevant suppliers. If you notify us before travelling, and we, or our supplier(s), decide that due to the risk you are no longer able to travel, your booking will be treated as having been cancelled by you and our standard cancellation charges, as set out in clause 9, will apply.

You must comply with all advice and guidance issued by relevant governments, public and health authorities. We will not be responsible for meeting any costs incurred by you, including any additional accommodation, subsistence or travel expenses or for refunding or compensating you for any cancellation, curtailment or rebooking costs if quarantine or self-isolation measures are imposed at your destination or on return from your destination.

**17. SPECIAL REQUESTS** Please inform us on your Booking Form of any special requests which you wish to make. Special requests differ from special requirements in that they are considered by you to be desirable but not essential. We will endeavour to meet such requests, e.g. for ground floor rooms or for certain seats on a coach, but we cannot guarantee to do so. We will acknowledge special requests on your Confirmation Invoice and advise you of any extra charges, but such an acknowledgment will not form part of your contract with us unless specifically confirmed in writing. If on being advised by us of extra charges for meeting a special request you wish to withdraw the request, you must inform us in writing as soon as possible otherwise you will still be liable for the charges.

**18. PASSPORTS, VISAS AND IDENTIFICATION** 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. Passports can take a number of weeks to obtain by post from passport offices, depending on the time of year when you apply. If you do not already have a passport, or if your current passport will no longer have sufficient remaining validity at the time of travel, we advise you to apply for one as soon as you know you will need it. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret that we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If your failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

**19. ROOM REQUIREMENTS** Please check with your Group Organiser or Booking Agent or us before completing your Booking Form that the room(s) you require are available, as availability, particularly of single rooms, may be limited.

**20. LUGGAGE** On coach tours luggage should be limited to one suitcase and one item of hand baggage. If you wish to take more than this, please contact your Group Organiser or Booking Agent or us. Airline luggage restrictions can vary considerably according to the carrier used and you should check the relevant details with your Group Organiser or Booking Agent or us.

**21. JOINING AND LEAVING THE TOUR** We will advise the exact details to you in good time before departure or, in the case of late bookings, as soon as possible after we accept your booking.

**22. YOUR PROPERTY** We will only accept responsibility for loss of or damage to your personal possessions or luggage as detailed in clause 15.

**23. EXCURSIONS** Excursions are included in some tour prices, and we can make no refund if you do not wish to take them. Admission fees are not included unless specifically documented as a tour inclusion in the Brochure. Optional excursions may also sometimes be available at extra cost. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these Booking Conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

**24. DELAY** We regret that we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline or carrier concerned may however provide refreshments etc. at its own discretion.

**25. FLIGHTS** We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your tour. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. Any carrier, flight timings and types of aircraft shown in the Brochure and detailed on your ATOL Certificate are for guidance only and are subject to alteration and confirmation. The latest timings will be shown in your final documentation, which will be despatched to you approximately two weeks before departure. You must accordingly check your final documentation very carefully immediately upon receipt. It is possible that flight times may be changed even after final documentation has been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change other arrangements without paying our normal charges. Please note the existence of a Civil Aviation Authority list at <https://www.caa.co.uk/Data-and-analysis/Safety-and-security/Banned-airlines-list/> detailing air carriers that are subject to an operating ban in European skies (including UK air space). 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. 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. Your rights to a refund and/or compensation from us are set out in clauses 8 and 15. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers).

**26. PLEASE NOTE** that if any part of these Booking Conditions is found to be invalid or unenforceable, then the remainder will not be affected but will remain valid and enforceable.

Statutory Notice pursuant to the Package Travel and Linked Travel Arrangements Regulations 2018:-

The combination of travel services offered to you is a package within the meaning of the Package Travel & Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. Norman Allen Group Travel Ltd (NAGT) will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, NAGT has protection in place to refund your payments &, where transport is included in the package, to ensure your repatriation in the event it/they become insolvent.

**More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

**Your Key Rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

1. Travellers will receive all essential information about the package 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 and/or compensation for damages 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 the retailer becomes insolvent, payments will be refunded. If the organisers 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 have taken out insolvency protection with the financial protection entity The Air Travel Organisers Licensing (ATOL). You can contact The ATOL scheme (Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, email [claims@caa.co.uk](mailto:claims@caa.co.uk) telephone 0333 103 6350) if services included a flight are denied because of our insolvency. If services did not include a flight you should contact ABTA Ltd, 30 Park Street, London SE1 9EQ, 0203 117 0599 or via [www.ABTA.com](http://www.ABTA.com)
13. The Package Travel and Linked Travel Arrangements Regulations 2018 can be found - <https://www.legislation.gov.uk/id/ukdsi/2018/9780111168479>

**These terms apply to all bookings made on or after 1 January 2022 and they are applicable unless or until superseded**

**NORMAN ALLEN GROUP TRAVEL LTD, PORTFIELD HOUSE, DAWS ROAD, HERFORD HR1 2JJ G.B.**

**THIS DOCUMENT IS AVAILABLE IN LARGE PRINT - CALL +44 (0)1432 277666**