

# Terms and Conditions

Please read these terms and conditions carefully. These conditions, together with our Privacy Notice and the written information we brought to your attention before we confirmed your booking, set out the terms and conditions of the contract between you and **RSD Travel Limited** and show your and our contractual commitments to each other. RSD Travel Limited is a company registered in England and Wales with company number 07507940 and has its business address at RSD Travel Ltd., 2nd Floor Suite, Cattlemill Farmhouse, Cattlemill Business Park, Watling Street, Towcester NN12 6LF, United Kingdom.

## 1. Your Holiday Contract

- 1.1 When you make your booking you agree that you have authority to accept and do accept on behalf of yourself and each person named in your booking, the terms of these Booking Conditions. The person making the booking (“the party leader”) must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our privacy policy.
- 1.2 The party leader is responsible for making all payments due to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.
- 1.3 A contract will exist as soon as we issue a booking confirmation invoice to the party leader. The contract is made in the terms of these booking conditions, which are governed by English law and the jurisdiction of the English Courts. You may choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so and you are resident in Scotland or Northern Ireland.
- 1.4 Once you have received your booking confirmation invoice please check this carefully and all other documents we have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. We cannot accept any liability if we are not notified of any inaccuracies within 7 days of issue of the booking confirmation invoice to you.
- 1.5 We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so.
- 1.6 We are unable to guarantee that customers whose names do not appear in the same booking confirmation invoice will be included within the same group on any participating tour. Any request to be included in the same group or tour as other customers who do not appear on the booking confirmation invoice will be treated as a special request and must be notified to us at the time of booking. We will do our best to accommodate this request but are unable to accept bookings which are conditional upon it being met and any failure to do so will not be a breach of contract on our part. Group travel is defined as a travel booking request for a group of seven (7) persons or more participating in the same trip as a single group. Group booking requests must be submitted to the following address: groups@rsd-travel.co.uk. Our group conditions apply.
- 1.7 The price of your booking is calculated in pounds sterling (GBP) and all payments are made in pounds sterling. When we refer to your Holiday in these conditions, except where otherwise stated, we mean the accommodation, transport and other holiday services (excluding Resortbooked Excursions, see below) that you book in the UK with us as a combined package governed by the Package Travel and Linked Travel Arrangements Regulations 2018. We do not offer and you are unable to request to book with us or utilize any of the component parts of our holidays separately.

## 2. Excursions

Excursions, tours or other activities that you book or pay for whilst you are on holiday do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them.

## 3. Information and Prices

We publish our brochures and website information many months in advance and, to the best of our knowledge and belief, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant changes or we find any mistakes, we will update our computer reservation system or website as soon as possible. It is your responsibility to check the latest information at the time of booking.

## 4. Late Holiday Bookings

Certain bookings made within 80 days of departure will be regarded as ‘Late Holiday’ bookings. You will be told at the time of booking whether or not the booking you seek to make is a normal booking or a ‘Late Holiday’ booking, and the difference between the two. It will then be your choice as to how you wish to proceed. Please be aware that ‘Late Holiday’ bookings always require payment of the full price at the time of booking (whenever that may be). ‘Late Holiday’ bookings may either be booked through promotional publications or from a brochure or on the website. Accommodation may either be named at the time of booking or allocated when you arrive at your destination. ‘Late Holiday’ bookings are not always cheaper than the prices in the brochure, as prices are set according to demand. Additional terms and conditions may apply for ‘Late Holiday’ bookings and, if so, these will be detailed on our reservation system or in any specific literature relating to such Late Holiday booking or on our website. Not all services and facilities as advertised on our website or in any brochure will be available for ‘Late Holiday’

bookings. Please check with us or check on the website carefully before booking.

## 5. Surcharges – Price Increases after Booking

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Holiday may change after you have booked. However there will be no change within 20 days of your departure.

If this means that you have to pay an increase of more than 8% of the price of your Holiday (excluding insurance premiums and any amendment charges), you will have the option of accepting a change to another holiday 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, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date we send to you confirmation of the increase. Should the price of your Holiday go down because of the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements for your Holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 6. Your Booking

Before you book, please discuss your choice of resort, accommodation and transport with our reservations staff to make sure it will be suitable for you and the people you will be travelling with. The person who signs the booking form or completes the booking online or by telephone is the ‘lead name’. They must be 18 years of age or over at the time of booking. If you are under 18 at the time of booking and wish to travel without an adult accompanying you, we will only allow you to travel subject to the following conditions. If at the time of departure you are 16 or 17 or are 17 when travelling on an “Escapades” branded holiday, you must provide written authority from your parent or legal guardian who must sign the booking form. We reserve the right to require the parent/guardian to produce a copy of their passport showing their name and signature or such other identification evidence as we may reasonably require. Written permission from a parent/ guardian cannot be accepted unless their signature can be verified. On signing the booking form, a contract between your parent/guardian and us is in place. An adult of 18 years or over must accompany you if you are under 16 years of age on your departure date. The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our websites (as applicable).

When you book your Holiday, you agree to pay us either:

- A deposit at the time of booking followed by the remaining balance when due. You will be advised of the current deposit payable at the time of booking. The remaining balance is due 80 days before your travel date; or
- The full cost of the Holiday if you book a Late Holiday (see 4. Late Holiday Bookings above for definition), or, if it is 80 days or less before you go.

## 6.1. Special Requests

If you have a special request please advise us at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. Confirmation that a request has been noted will be included on your booking confirmation invoice or upon acknowledgement of your booking request. We are unable to accept bookings which are conditional upon a special request being met and these will be treated as a standard booking.

## 6.2 Flight Times

Flight times stated at the time of booking may be subject to change. Also, additional stopovers may be added to your flight. If these changes occur, we do not accept any responsibility for flight connections.

## 6.3 ATOL Certificate and Invoice

Once you have booked, we will issue an ATOL Certificate and/or a confirmation invoice setting out the Holiday details and price. The booking takes place and the contract is made when we issue the ATOL Certificate and/or confirmation invoice. Please check the details on your ATOL Certificate and/or invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your travel agent immediately. You must pay particular attention to the date your final payment is due as we may cancel your Holiday if you do not make your final payment on time. If we do this, we will keep your deposit. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be increased in accordance with the scale and ‘Exception’ set out in the section titled ‘12. Cancellation by You’.

If you fail to make payment of any sums when due then, without prejudice to our rights to cancel your booking and/or impose cancellation charges, we reserve the right to charge a further £2 administration fee for every reminder that we send to you requiring payment and, for the avoidance of doubt, this administration fee will be in addition to any other charges due us in accordance to the section ‘12. Cancellation by You’, for example if we agree to extend the due date for any payment due to us.

## 7. Disabilities and Medical Conditions

You must provide us with full details of any existing medical condition or disability that may affect your travel arrangements (including, in particular, any accommodation

requirements) at the time of your booking. If in our reasonable opinion your chosen travel arrangements are not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem including any allergies and dietary requirements or disability we can also cancel the booking when we find out full details if in our reasonable opinion, the travel arrangements are not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel your booking as a result of this, the cancellation charges set out in the section entitled "Cancellation By You" will apply.

### 8. Before You Travel – Travel Insurance

It is a condition of your booking with us that you and all members of your party including all infants are adequately insured on your holiday and are covered by an insurance policy for your trip. It is your responsibility to ensure that the insurance policy you purchase is suitable, covers the requirements of yourself and all members of your party and is adequate for your needs and travel arrangements, including any particular health requirements you may have. We strongly advise that you take out a policy of insurance to cover you and any member of your party against the cost of cancellation by you, the cost of assistance (including repatriation), in the event of accident or illness, lost baggage or money together with other expenses that may arise. You should ensure such insurance covers all and with any activities you have booked either as part of or in addition to your holiday. Please be aware that if you transfer your holiday, you will not be able to transfer your insurance and the new traveller must have their own insurance cover in accordance with these conditions.

### 9. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. You can obtain copies of the relevant conditions from us upon request.

### 10. Changes You Make Before Travel

If you want to change your Holiday arrangements in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time. Please note that typically changes to scheduled flight tickets are very restrictive. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.

You may not change a holiday chosen from our brochures/websites to special offer holiday such as those featured in promotional publications, or to a 'Late Holiday' (see section '4. Late Holiday Bookings'), without incurring cancellation charges. Such a change would necessitate the cancellation of your existing arrangements subject to our cancellation charges shown and the re-booking of new arrangements at the price applying on the day the booking is made. We will not be able to amend the details of a 'Late Holiday' (see section '4. Late Holiday Bookings' for definition), unless you are prevented from proceeding with your Late Holiday for reasons beyond your control, and not simply due to a change of mind. Cancellation charges apply to all amendments to holidays of these types. See section '12. Cancellation by You' for more information.

**Note: the transport provider may impose additional charges of up to 100% of the ticket cost; any such charges will be in addition to the amendment fees listed above – see the Exception in the section "Cancellation By You" below.**

**The costs shown are per change per person**

#### Notice given more than 70 days

Transport (e.g. Air/Sea/Road/Rail) – £35 a change

Date of Travel - £35 a change

Destination Airport - £35 a change

Name Change - £35 per name change/Name change on cruises: £50/ after tickets have been issued £150

Accommodation - £35 a change

Optional Extras - The greater of £35 or Loss of Deposit

#### Notice given 70–22 days

Transport (e.g. Air/Sea/Road/Rail) - £50 a change

Date of Travel - Cancellation charges - see '12. Cancellation by You'

Destination Airport - Cancellation charges - see '12. Cancellation by You'

Name Change - £35 per name change/Name change on cruises: £50/ after tickets have been issued £150

Accommodation - £50 a change

Optional Extras - Cancellation charges - see '12. Cancellation by You'

#### Notice given 21 days or less

Transport (e.g. Air/Sea/Road/Rail) - Cancellation charges - see '12. Cancellation by You'

Date of Travel - Cancellation charges - see '12. Cancellation by You'

Destination Airport - Cancellation charges - see '12. Cancellation by You'

Name Change (see Note 2) - £35 per name change/Name change on cruises: £50/after tickets have been issued £150

Accommodation - Cancellation charges - see '12. Cancellation by You'

Optional Extras - Cancellation charges - see '12. Cancellation by You'

When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book, for example car hire, weddings or park tickets. If you cancel any Optional Extras for which there is a cost, we will apply the charges above. If you cancel any travel insurance, your premium may not be refunded, as cover under the policy will already have begun.

### 11. Transfer of Booking

If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:

1. That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;
2. We are notified in writing of the request for transfer not later than 7 days before departure;
3. You pay the outstanding balance payment, the amendment fee of £50.00 per person for transferring from us with any additional fees, charges and other costs which arise from the transfer; and
4. The Transferee agrees to these booking conditions, all of the terms of the Contract between us:
  - Charges amounting to the full cost of the transferred flight and a replacement flight will be imposed in the event of the transfer.
  - You and the Transferee will remain jointly and severally liable for the payment of all sums.
  - If you are unable to find a replacement, the cancellation charges set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.

### 12. Cancellation by You

The lead name on the booking must give notice to cancel in writing to the correspondence address as stated on the invoice. The charges shown below apply from the date we receive your written notice of cancellation at our offices.

In order to cover our expected losses from the cancellation of the booking there is a set scale of charges, which you must pay if you or anyone travelling with you cancels. Also note the '12. Cancellation by You' described below which may apply in addition to the scale of charges.

Time We Receive Your Notice To Cancel Before Departure	Cancellation Charge (excluding 'Late Holiday' Bookings)	Cancellation Charge for 'Late Holiday' Bookings
More than 70 Days	Loss of Deposit	Loss of Deposit
70–57 Days	30% Cost of Holiday (or loss of deposit if greater)	100% Cost of Holiday
56–29 Days	50% Cost of Holiday	100% Cost of Holiday
28–22 Days	70% Cost of Holiday	100% Cost of Holiday
21–8 Days	90% Cost of Holiday	100% Cost of Holiday
7 Days or Fewer	100% Cost of Holiday	100% Cost of Holiday

For any cancellation related to the trip organized in South Africa, the following cancellation fees apply:

Time We Receive Your Notice To Cancel Before Departure	Cancellation Charge
More than 40 Days	20% Cost of Holiday
39 - 15 Days	65% Cost of Holiday
14 – 8 Days	85% Cost of Holiday
7 – 1 Days	90% Cost of Holiday
Last 24 Hours/No Show	95% Cost of Holiday

For any cancellation related to the expedition cruise, the following cancellation fees apply:

Time We Receive Your Notice To Cancel Before Departure	Cancellation Charge
More than 90 Days	25% Cost of Holiday
89 – 60 Days	60% Cost of Holiday
59 – 30 Days	90% Cost of Holiday
29 – 1 Days	100% Cost of Holiday

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay

any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

### 13. Exceptions

Cancellation of certain transport arrangements can result in up to 100% cancellation charges regardless of the notice period given to us. In respect of scheduled airline tickets, 100% cancellation charges will almost certainly apply. We reserve the right to pass on these charges, which will apply to the transport element of your Holiday and the cancellation charges in the scale above will apply to the other elements of your Holiday (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section '10. Changes You Make Before Travel' above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and you may need to purchase new tickets. The cost of the new ticket may be greater than the cost of the original ticket.

### 14. Cancellation By You Due to Unavoidable and Extraordinary Circumstances

You have the right to cancel your Holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your Holiday destination or its immediate vicinity and which significantly affects the performance of the Holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to your destination. This section will only apply where such advice has been given by the Foreign, Commonwealth and Development Office (FCDO) and is relevant and applies to the date of your holiday. Advice can change and cancellation by you unsupported by such advice or as a result of your disinclination to travel may result in cancellation charges applying which can be up to 100% of the cost of your holiday.

### 15. Changes Made or Cancellation By Us Before Travel

Once your booking has been confirmed we will make every effort to provide you with the booked holiday arrangements. Occasionally, it may be necessary to amend or cancel the whole or part of your holiday. We will notify you of any alteration as soon as we reasonably can. Independent travel arrangements (eg flights, airport parking, car hire etc) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or any cancellation charges incurred by you in respect of such independent travel arrangements. If, before the start of your holiday, we are constrained by circumstances beyond our control to significantly alter the main characteristics of your holiday, or cancel it, we will offer you the choice of either:

- a. Accepting the changed arrangements
  - b. Accepting an offer of an alternative holiday with comparable facilities, if available (we will refund you any price difference if the alternative is of lower value) or
  - c. Cancel your booking completely in which case we will refund you all monies paid.
- Please note that these options are not available where any change is a minor one. A significant change may include a change of accommodation to that of a lower category and/or price. The change of flight times by more than 12 hours. A change of UK departure location (save for changes between London Airports (Heathrow, Gatwick, Stansted and Luton). and other regional airports including but not limited to Liverpool and Manchester, Manchester and Birmingham, Leeds and Newcastle, Cardiff and Bristol, Glasgow and Edinburgh). We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. We reserve the right to cancel your holiday if the outstanding balance is not paid within the due date (80 days before your travel date). If you fail to make payment of any sums when due then, without prejudice to our rights to cancel your booking and/or impose cancellation charges, we reserve the right to charge a further £2 administration fee for every reminder that we send to you requiring payment and, for the avoidance of doubt, this administration fee will be in addition to any other charges due us in accordance to the section '12. Cancellation by You', for example if we agree to extend the due date for any payment due to us. If we make a significant change less than 10 weeks before departure, other than for reasons of events beyond our control or minimum group size not being reached, we will pay you compensation as detailed below:

Period of Notice We Give to You Before Departure	Compensation to Each Full Fare Passenger
71+ Days	£0
70-43 Days	£10
42-29 Days	£20
28-15 Days	£30
14-0 Days	£40

You are required to advise us within 7 days of being notified of a significant change or cancellation whether you wish to (a) accept the proposed change or (b) cancel your booking and receive a refund. If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above. If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you. Please note that the compensation payments and options

referred to above do not apply to any minor changes made by us. Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

### 16. Minor Changes By Us Before You Travel

Any change, which is not deemed to be significant as outlined in the section 15 above, will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. We are required to inform you of the identity of the airline operating your flight. However, in occasions it may not be possible at the time of booking to specify the airline or type of aircraft and we will provide the information as soon as it is available. In occasions, it will be necessary to change the operating airline and, as a consequence, flight times may vary. We reserve the right to change operating airlines or aircraft types at any time and those types of changes will not constitute a major change. We will strive to notify you of any alterations as soon as possible, however if there is a last minute alteration, this will be notified to you in all cases at check-in or at the boarding gate.

### 17. Circumstances Beyond Our Control

Except where otherwise stated in these terms and conditions, we will not pay any compensation, reimburse expenses, or be liable for any loss or damage if, as a result of circumstances beyond our control, we have to change or cancel your Holiday after booking. When we refer to circumstances beyond our control, these include, but are not limited to, war, threat of war, airport closures, epidemic or pandemic, natural or nuclear disaster, terrorist activity, riots, civil unrest, industrial dispute, bad weather (actual or threatened), failure to secure flying rights, closure of airspace, fire, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, change to Foreign Office advice to advise against travel to destination.

### 18. Changes Made After Travel

If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, you will be offered a suitable alternative if possible. If appropriate, we will also pay you compensation in accordance with the table in the section entitled '15. Changes Made or Cancellation By Us Before Travel' unless the reason for the change is due to circumstances beyond our control (see section titled '17. Circumstances Beyond Our Control'). A change of accommodation to an equivalent or higher standard is not regarded as a significant change nor are alterations to your itinerary which do not materially affect your holiday.

### 19. Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements for this will normally be the responsibility of the airline. For more information on flight delays see the section titled '22. Our Liability To You'. If you have purchased our recommended travel insurance, or a comparable policy, you should be covered for long delays.

### 20. Minimum Numbers

Where we are constrained to cancel your Holiday by virtue of the number of persons enrolled for the Package being smaller than the minimum number required to operate the trip, we will not cancel your Holiday any later than the number of days specified below from the date your Holiday is due to commence:

- Trips lasting more than 6 days – no later than 20 days before departure.
- Trips lasting between 2 and 6 days – no later than 7 days before departure.
- Trips lasting less than 2 days – no less than 48 hours before departure.

Where we do have to cancel for the reason stated above, the options appearing at 15 (a – c) above are available to you. However, no compensation will be payable to you if we are required to cancel for this reason.

On occasions, it may also be necessary to cancel additional excursions booked with us either at the time of booking your holiday or separately by virtue of minimum numbers required to operate the excursion. If, for this reason, cancellation of an excursion is necessary we will offer you the option of an alternative excursion, if available or, a refund of the price of the excursion paid by you. Cancellation of an excursion will not be a significant change to your holiday and will not entitle you to cancel your holiday and receive a refund of the cost of your holiday. Or entitle you to compensation in addition to reimbursement of the cost of the excursion.

### 21. Brochure and Website Accuracy

Sometimes facilities described in our brochures/websites will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about the withdrawal of any significant facility as soon as possible. Outside the peak season it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Beach activities such as water-skiing and windsurfing are normally managed by independent local operators and we have no control over their availability or prices. There may be a charge for some facilities at your accommodation, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times), there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your resort and accommodation. The transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer. If we know about significant building work or other noise likely to affect your travel arrangements we aim to tell you as soon as possible. We cannot provide this advice on 'Late Holiday' bookings where accommodation is not specified before you arrive at your destination (see also '17. Circumstances Beyond Our Control').

## 22. Our Liability To You

(i) Our obligations, and those of our suppliers providing the travel arrangements which make up your booked holiday is to do so with reasonable skill and care. If the contract you have with us is not performed or is improperly performed by us or any of our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We will not be liable for any failure in the performance of our contract with you if this is due to:

- a. the fault of yourself and/or another member of your party
- b. a third party unconnected with the provision of the travel arrangements
- c. unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised
- d. an event or events which neither we nor our suppliers, even with all due care could have foreseen or forestalled

(ii) For claims which do not involve death or personal injury, our liability to you, subject to the paragraph 22 here above is limited to three times the price of the Holiday. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

(iii) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier 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 carrier in relation to the claim that gives rise to that compensation payment.

(iv) For claims which involve death or personal injury as a result of an activity forming part of your Holiday (excluding Resort-booked Excursions, see section titled '2. Excursions'), any liability we may be found to have liability is subject to paragraph (i) above and (v) below. If found liable, we will, subject to paragraphs (vi), (vii) and (viii) below, pay you reasonable compensation.

(v) If any international convention applies to or governs any of the services or facilities included in your Holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Holiday.

(vi) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below titled '28. If You Have A Complaint'.

(viii) Should you become ill while on Holiday, you must, in addition to reporting your illness to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors. Unfortunately, there have been instances of spurious and dishonest claims having been made by holidaymakers against their holiday provider. Should any such claims be found to have been made against us, we reserve the right to pursue recovery of any costs or expenses incurred in the defence of such claims and to support any civil or criminal prosecutions which may arise.

## 23. Conditions of Carriage and Important Notices

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens convention. You agree that the transport company's own Conditions of Carriage will apply to you on that journey. When arranging this 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 these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage.

Air Carriers are required to provide you a notice pursuant Article 6(1) of The Air Carrier Liability Regulations 2004. The notice is below and it complies with The Air Carrier Liability Regulations 2004. Approximate conversions from Special Drawing Rights (SDRs) to other currencies are provided as a guide only and will be subject to fluctuation. Please note that The Air Carrier Liability Regulations 2004 provides that this summary cannot be used as a basis for a claim for compensation, or as a basis to interpret the

provisions of that Regulation or the Montreal Convention.

### *Air Carrier Liability for Passengers and Their Baggage*

This information notice summarises the liability rules applied by air carriers as required by Community legislation and the Montreal Convention in relation to carriage to, from or within the Community.

### *Compensation in the Case of Death or Injury*

There are no financial limits to our liability for passenger injury or death. For damages up to 113 100 SDRs (approximately EUR127 000 Euros/ £106 000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### *Advance Payments*

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment will be not less than 16 000 SDRs (approximately EUR18 000/ £15 000).

### *Passenger Delays*

In the case of passenger delay, the air carrier is liable for damage unless it took all necessary measures to avoid the damage or it was impossible to take such measures. Where the Montreal Convention applies, the liability for passenger delay is limited to 4 694 SDRs (approximately EUR5 000/ £4 000).

### *Baggage delays*

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 131 SDRs (approximately EUR1 200/ £1 000).

### *Destruction, Loss, Damage or Delay To Baggage*

The air carrier's liability for loss or damage to baggage, including damage caused by delay, is limited to 1 131 SDRs (approximately EUR1 200/ £1 000), unless the passenger proves that the damage resulted from an act or omission by the carrier or its agents, done with intent to cause damages or recklessly with knowledge that damage would probably result. The air carrier shall not be liable for damages caused by baggage delay if it proves that it took all reasonable measures to avoid the damages or it was impossible for it to take such measures. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

### *Higher limits for baggage*

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### *Complaints on Baggage*

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible and must immediately complete a Property Irregularity Report (PIR) with the carrying airline at the airport of arrival. A copy of the PIR must be retained and available to be provided upon request. Failure to do so may invalidate your claim. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### *Liability of Contracting and Actual Carriers*

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket for a particular flight that air carrier is the contracting air carrier for that flight.

### *Time Limit for Action*

Any action in court to claim damages must be brought within 2 years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.

### *Basis for the Information*

The basis for the rules described above is the Montreal Convention of 29 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by The Air Carrier Liability Regulations 2004 and national legislation of the Members States.

For claims made in jurisdictions where these provisions are not in force, the Warsaw convention of 1929 (and any amendments to it that may be applicable) may apply and may limit the liability of air carriers for death or personal injury and in respect of loss of or damage to baggage. Neither we nor any third party providing transportation shall be responsible for medicines, valuables such as camera, cash, jewellery etc., packed in checked-in baggage. Certain airlines offer a special insurance for objects that are especially liable to be stolen. In such cases, a special declaration should be made directly to the airline at the time of check-in. We will refer you to the document entitled "Conditions of Contract and other important notices" which you find in this link: <https://www.rsd-travel.co.uk/terms-of-transportation/>

### **Baggage**

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in the above section. For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage. Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

## 24. Your Responsibilities

We want all our customers to have an enjoyable, carefree holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe:

- your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or
- you are unfit to travel;

we may end your Holiday and terminate your contract. You and your travelling party will be prevented from using your booked accommodation, flight, other transportation and any other travel arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively at our discretion, you may be permitted to continue with your Holiday but may have additional terms of carriage imposed upon you. In addition to the above and the effect your actions may have on others, you must particularly also bear in mind that you are responsible for your safety, and that you are responsible for the condition of the property you occupy. We are not responsible for any accidents which occur in or around swimming pools due to your inappropriate or irresponsible behaviour, or for any accidents which occur anywhere on properties because of glass, china or the like which you have broken and/or have left in a way in which injury can result.

We expect that you will enjoy your Holiday with us. We appreciate that you may drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.

We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately. If your behaviour or the behaviour of any members of your travelling party causes any aircraft or other form of transportation to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion. We cannot accept liability for the behaviour of others in your accommodation, flight or other transportation, or for any facilities/services withdrawn as a result of their action.

#### **25. Passport, Visa, Documentation, Immigration and Health Requirements**

The passport and visa requirements of yourself and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We do not accept any responsibility if you cannot travel if you have not complied with the relevant requirements in force prior to and at the time of travel.

It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrangements are affected as a result of the failure to do so by yourself or any member of your party.

Information on foreign travel is provided and regularly updated by the Foreign and Commonwealth Office. Details can be found at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo).

#### **26. Local Charges and Tourist Taxes**

Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally. Tourist Taxes may be payable by you when you check out of your accommodation.

#### **27. Local Health and Safety Standards**

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United Kingdom. These standards will be different to those of the United Kingdom and may sometimes be lower.

#### **28. If You Have A Complaint**

We aim to provide the best holiday possible. However, if you are not satisfied, please complain as soon as possible to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your Holiday Representative or our Local Agent and we will do everything reasonably possible to sort the problem out. If you are still not satisfied, ask your Holiday Representative for a Customer Relations Report Form. If you do not have the services of a Representative, or they are not available, you must contact our UK Duty Office (on the number shown on your travel documentation) straight away.

When you get back home, send a letter (and where possible, enclose your completed Customer Relations Report Form) to our offices in the UK within 28 days of returning home. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from scheduled airlines, we will act as a liaison between you and the airline to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

#### **The address to send your completed form and letter to is:**

Customer Relations Department,  
Business Address: RSD Travel Ltd., 2nd Floor Suite, Cuttlemill Farmhouse, Cuttlemill Business Park, Watling Street, Towcester NN12 6LF, United Kingdom or email your complaint to: [support@rsd-travel.co.uk](mailto:support@rsd-travel.co.uk)

We would like to point out that failure to follow the above procedures during your Holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your Holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered. It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once your Holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your Holiday, prevent us from carrying out a proper investigation.

Please note that we offer an Alternative Dispute Resolution Service through our ABTA

membership. Further information on the ABTA Code and Arbitration Scheme can be found at [www.abta.com/consumerservices](http://www.abta.com/consumerservices). The Scheme does not apply to claims for amounts greater than £5,000.00 per person and there is a limited £25,000.00 per booking form. The Scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can deal with compensation claims which include an element of minor injury or illness, subject to a limit of £1,500.00 on the amount the arbitrator can award per person in respect of this element.

#### **29. Data Protection**

Please see our Privacy Notice which explains how we will process and use your personal data.

#### **30. Your Financial Protection**

We hold an Air Travel Organiser's Licence (ATOL) granted by the Civil Aviation Authority. Our ATOL number is 10396.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, 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 travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.