

AIREDALE TOURS BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Airedale Tours Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to travel arrangements which you book with us before you leave on your holiday and which we agree to make, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, “we”, “us” and “our” means Airedale Tours Limited.

For group bookings (including small groups), we will communicate with the group organiser (“group organiser”) who may also be referred to as “you” in these booking conditions. Where the context requires, “you” and “your” also means all group members (including anyone who is added or substituted at a later date) or any of them as applicable.

For individual bookings, “you” means the individual who makes the booking (who may also be referred to as the lead name and with whom we will communicate) and all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires.

References to group members includes the group organiser for group bookings. For individual bookings, references to group members means all persons travelling on the booking including the lead name.

References to “departure” are to the start date of the arrangements we have contracted to provide.

1. Making your booking

To make a booking enquiry, you should contact us by phone, e-mail or via our website. Once we have confirmed your requirements and subject to availability, we will send you a quotation and details of how to book. All prices quoted for a group booking are subject to the specified minimum number of party members.

In making a booking request, the group organiser or lead name confirms;-

1. they will be responsible for making all payments due to us and providing all information requested in respect of the booking;
2. they have provided a copy of these booking conditions to all group members and have been authorised by them to make the booking on the basis of these booking conditions;
3. they and all group members consent to the use of their personal data in accordance with our data protection privacy policy; and
4. they and all group members are at least 18 when the booking is made, are resident in the UK and, where an age restriction applies to the booking, all group members comply with this.

We may refuse any booking request in our discretion and without disclosing the reason for doing so.

Subject to the availability of your chosen arrangements and receipt of the payment due at the time of booking (see clause 2), we will confirm your holiday by issuing a confirmation invoice. This confirmation will be sent to the group organiser or lead name who should check it carefully on receipt. Please ensure that all names provided are exactly the same as on the passports of the group members. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to info@airedaletours.co.uk.

2. Payment

In order to confirm your chosen holiday, the applicable deposit per person (or full payment if booking within 8 weeks of departure) must be paid at the time of booking. If you wish to purchase the insurance policy we offer (except for UK tours where our optional complimentary insurance is available), all applicable premiums must also be paid at the time of booking (you must have appropriate travel insurance when you go on one of your holidays – please see clause 8 on the subject of insurance).

The balance of the holiday cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we issue our confirmation invoice to the group organiser or lead name after receipt of the payment due at the time of booking.

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (“claim”) except as set out below.

We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of your holiday

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract 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 (iii) the exchange rates relevant to the package.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your holiday.

If any surcharge is greater than 8% of the total per person holiday cost, clause 9 will apply on the basis the surcharge is a significant change. The group organiser or lead name will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

5. Special requests and medical conditions / disabilities

If you have any special request, the group organiser or lead name should advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should any group member suffer from any medical condition, disability or significant reduction in mobility which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, the group organiser or lead name should tell us before you seek to confirm your booking so that we can provide appropriate information to enable you to consider the suitability of the arrangements. In any event, the group organiser or lead name must give us full details in writing at the time of booking and whenever any material change in the condition, disability or mobility occurs. The group organiser or lead name must also promptly advise us if any medical condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed.

6. Changes by you

Should you wish to make any changes to your confirmed holiday, the group organiser or lead name must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an administration fee of £25 per person per change will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates or from one advertised holiday to another will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated (such as the group size or persons sharing a room) has changed.

Any group member(s) may transfer their place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made by the group organiser or lead name in writing not less than 7 days before departure. Requests for transfer must be accompanied by the name and other applicable details of the replacement party member(s) who must satisfy all conditions which form part of your contract with us. All costs and charges incurred or imposed by any of our suppliers in making the transfer, together with an administration fee of £25 per person making the transfer to cover our administration costs, must be paid before the transfer can be effected. A transfer of the entire booking to another group or party may also be made on the same basis.

As certain arrangements (such as flights) cannot be changed after a booking has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

7. Cancellation by you

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to in clause 6. If you want to cancel your booking (or the place on the booking of any group member(s)) after we have confirmed it, the group organiser or lead name must do so by e-mail or by posting written notice of cancellation to us. The notice of cancellation will only be effective when it is received in writing by us at our offices. We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable for tailor made arrangements. Cancellation

charges shown as a percentage are calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges that have already been incurred and any insurance premiums (which are not refundable in the event of cancellation).

UK and European coach holidays

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
More than 43 days	Deposit
42-29 days	25%
28-15 days	50%
14-8 days	75%
Less than 7 days	100%

The cancellation charges applicable to air, rail and cruise holidays may vary from those set out above and will be advised at the time of booking.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying group members below the number on which the price, any discount or other concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

8. Travel Insurance

You must have appropriate travel insurance when you go on one of our holidays. This is a condition of Airedale Tours Limited accepting your booking. All group members must be covered by a policy of insurance against the cost of cancellation by you, medical expenses and assistance (including repatriation) in the event of accident or illness, loss of baggage (including money) and other expenses. If you fail to travel with adequate insurance, we will not be liable for any expenses or losses which you would usually be covered.

For UK tours, we offer optional complimentary travel insurance including cancellation cover. All group members need to ensure that this policy is appropriate for their needs by reading the Insurance Product Information Document (IPID) policy wording. The group organiser or lead name will need to confirm to us in writing at the time of booking whether (and which) group members wish to take this complementary insurance by the return of completed insurance acceptance forms.

Airedale Tours Limited are an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts. For further details, please do not hesitate to contact us.

Where you wish to purchase the insurance we offer, the insurance acceptance forms must be returned with the applicable premium and deposit / full payment due at the time of booking. Any insurance acceptance forms received after this time cannot be accepted. Insurance cannot be added after the payment due at the time of booking has been received by this office. Details of the policy we offer are shown elsewhere in this brochure and on our website.

If you decide not to purchase the policy or, for UK tours, take advantage of the complementary insurance we offer (as applicable), you must give us details in writing of your alternative policy (insurer, policy number and emergency contact number for the insurer) when requested to do so.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you have is suitable and adequate for your particular needs.

9. Changes and cancellation by us

(1) Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 9. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is

payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 5. Where we have to do so, clauses 9(5) and 9(6) will apply.

(2) All alterations which are not significant in accordance with clause 9(1) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes.

(3) Most of the group holidays we arrange are specifically organised for the particular group making the booking in accordance with their specific requirements. All prices for these group holidays are calculated on the basis and condition that the minimum group size for your holiday which is agreed at or before the time of booking is achieved. In the event that the number of paying group members confirmed by the specified deadline is less than the applicable minimum, we will offer you the choice of paying an adjusted price based on the actual group size where it is possible for us to operate the holiday with a smaller number than the minimum group size. Where we cannot do so or the group organiser does not wish to accept the adjusted price, your booking will be cancelled. Cancellation charges will then be payable as shown in clause 6. Providing the minimum group size is achieved when the final balance is paid, we will not, however, adjust the price or cancel for this reason in the event that your group falls below the minimum size at a later stage. Please note, payment of an adjusted price as a result of the group size being smaller than the agreed minimum is not an alteration of the price agreed for the holiday at the time of booking. This is an option we offer where we can as an alternative to cancellation where you have been unable to meet the minimum group size condition applicable to your booking.

(4) We also offer a range of set departure date holidays in respect of which individual bookings may be made. These are holidays which are not specifically organised for a particular group and which are available for individuals and group of individuals to join. These holidays require a minimum number of participants in order to operate. In the event that the total number of participants on the holiday falls below the minimum number specified at the time of booking (including as a result of cancellation), we reserve the right to cancel the holiday. The lead name will be advised before your booking is accepted of the minimum number applicable to your holiday. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify the lead name of cancellation for this reason not later than 56 days before departure.

(5) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(6) If you choose to cancel your booking in accordance with clause 9(5), we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 10).

(7) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 10) and we notify the group organiser or lead name of this as soon as reasonably possible or (ii) (for set departure date holidays as referred to in clause 9(4)) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 9(4). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book in

place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 7 will apply.

(8) In the event that unavoidable and extraordinary circumstances (see clause 10) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any amendment charges). We will notify you as soon as practicable should this situation occur. You will not be entitled to any additional compensation.

10. Unavoidable and Extraordinary circumstances

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, pandemics/epidemics, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances will also include the UK Foreign Office advising against all travel or all but essential travel to any country, region or destination.

11. Our Liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

the act(s) and/or omission(s) of the person(s) affected;

the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or

unavoidable or extraordinary circumstances as defined in clause 10 above.

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 16 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided

in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Except as set out in clause 11(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 11(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, inland waterway or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable) and EC Regulation 392/2009 for carriage by sea, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol and COTIF, the Convention on International Travel by Rail). Where applicable, we are entitled to rely on any limitation on which any carrier relies or is entitled to rely. Where a carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation) we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, self employed loss of earnings).

12. Complaints and claims procedure

In the unlikely event you have any reason to complain or may have a basis for making a claim in respect of any aspect of your holiday arrangements, you must immediately inform your tour leader and the supplier of the service(s) in question. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to your tour leader and the supplier as soon as possible. If the situation is not resolved to your satisfaction within a reasonable time, you must contact us in the UK as soon as possible. You will be provided with contact details to enable you to do so before you go on holiday. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly.

In the event a complaint or problem is not resolved to your satisfaction locally and you wish to pursue the matter, you should contact us in writing with full details within 28 days of your return from the holiday. The group organiser or lead name should contact us on behalf of the group members concerned.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday.

Subject to clause 11(5), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

13. Assistance whilst you are on holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss you cause. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to cease all use of the holiday services. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses, costs or loss incurred as a result of the termination.

15. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU Regulations (see clause 11(6)). Copies of the relevant parts of these terms and conditions and of the international conventions / EU Regulations are available on request from ourselves or the supplier concerned.

16. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not operated, supervised, controlled or endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

17. Passports, visas and health requirements

The passport and visa requirements applicable to the holidays we offer will be provided before your booking is accepted. Requirements may change and you must check the up to date position in good time before departure. A British passport presently takes approximately 3 to 6 weeks to obtain. If any group member is 16 or over and hasn't got a passport, they should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If any group member is not a British citizen or holds a non British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens for your holiday are shown state where this information appears. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Live-well/healthy-body/before-you-travel. We are not currently aware of any compulsory health requirements for any of the holidays we offer. For holidays in the EU/EEA, while the UK remains a member of the EU, you should obtain an EHIC (European Health Insurance Card) prior to departure from www.ehic.org.uk. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than 6 weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the responsibility of the group organiser or party leader to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret 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 all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

18. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking and in good time before departure.

19. Your Financial Protection

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Airedale Tours Ltd ABTOT number 5420, ATOL number 11597, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Airedale Tours Ltd.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350 e-mail claims@caa.co.uk www.caa.co.uk

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

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.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

For further information visit the ATOL website at www.atol.org.uk or the ABTOT website at www.ABTOT.com

20. Flights

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban_en

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must check your tickets very carefully immediately on receipt to ensure you have the correct flight times and other up to date travel information. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

21. Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel, cruise or rail operator is similarly responsible in relation to any delayed or cancelled

sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/passengers/resolving-travel-problems, for further details.

22. Brochure / website / advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed to be correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

23. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.