



# MAGIC *of* LAPLAND

EST 2005

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Magic of Lapland Limited, Company No. 05392668 of First Floor, 1 Des Roches Square, Witan Way, Witney OX28 4BE ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Our obligations to you may vary depending on whether or not what you have booked with us is a "package" as defined within the Package Travel and Linked Travel Arrangements Regulations 2018. As the duration of our Daybreak trips is less than 24 hours and no accommodation is included, these trips are not a "package" as defined in the Package Travel and Linked Travel Arrangements Regulations 2018. We have provided clarity throughout these Booking Conditions as to which obligations do not apply to our Daybreak trips. Please note that all our flight-inclusive trips are ATOL protected, regardless of duration.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## 1 Booking Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us a deposit (or full payment if you are booking within 10 weeks of departure); and c) we issue you with a booking confirmation via email (or by post if specifically requested). We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. **Please note it may take up to three days to receive your confirmation invoice. If you have not received your confirmation 3 days after making payment please contact us to verify your booking.**

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

## 2 Paying For Your Arrangements





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We accept payment via bank transfer or debit/credit card Please note we do not accept payment via cheque or cash.

## Deposit

Where you make a request to book arrangements more than 10 weeks prior to the departure date we will request a deposit payment at the time of booking. The specific amount of the deposit will be confirmed at the time of booking, but they will normally be the following amounts:

Where you request to book arrangements based on chartered flights then the deposit amount will be £200 per person.

Where you request to book arrangements based on scheduled flights then the deposit amount will be £200 plus the cost of the flights required. Please note that the conditions of carriage of the relevant airline will apply to these bookings, and as such cancellations and amendments may incur a charge or may not be permitted.

Where you request to book arrangements which include the private jet or an Arctic Luxury Cabin then the deposit amount will be 30% of the total cost of the arrangements.

## Balance

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 10 weeks prior to your scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

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

## **3 Accuracy**

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

All of the photographs displayed on our website or in our printed materials have been taken on our locations, however we cannot guarantee such conditions will be replicated and we accept no responsibility for lack of or depth of snow.

## **4 Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness.

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

**Please note that many of our activities/excursions are considered winter sports and may not be covered under standard travel insurance policies.**

## **5 Jurisdiction and applicable law**





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

## 6 Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 7 Changes by You & Transfers of Booking

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 8.

### Transfer of Booking:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

## 8 If You Cancel Your Booking Before Departure

a) If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:





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Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
70 days or more	Loss of deposit
69 – 36 days	55% of holiday cost
35 – 22 days	75% of holiday cost
21 – 0 days (including 'no show'/date of travel)	100% of holiday cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

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

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

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

## **b) Cancellation by You due to Unavoidable & Extraordinary Circumstances**

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday 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 additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your holiday going ahead, in order to rely on this clause.

For the purposes of this clause, "unavoidable and extraordinary circumstances" may include warfare, other serious security problems such as 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 significantly affect travel to the travel destination as agreed in the package travel contract.

This clause **Error! Reference source not found.** outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## **9 If We Change or Cancel**

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

**Changes:** If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. "Examples of "significant changes" include the following, when made before departure:

- a) A change of accommodation area for the whole or a significant part of your time away.





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- b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- d) A change of UK departure airport except between:-
  - a. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - b. The South Coast airports: Southampton, Bournemouth and Exeter
  - c. The South Western airports: Cardiff and Bristol
  - d. The Midlands airports: Birmingham, East Midland and Doncaster Sheffield
  - e. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - f. The North eastern airports: Newcastle and Teesside
  - g. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- e) A significant change to your itinerary, missing out one or more destination entirely.

## **Important Note:**

The majority of the short breaks that are advertised on our website, ([www.magicoflapland.net](http://www.magicoflapland.net)) operate in arctic conditions. As such, the activities featured are dependent upon specific weather conditions and satisfactory levels of ice and snow. Where conditions are not favourable, we will make every effort to adapt the activities and provide alternatives to fit the local conditions and we reserve the right to make such changes where we deem it necessary. Any such changes will be deemed minor in nature.

Where we are still able to offer the core programme, we will not class any other changes as significant. As such, no compensation will be payable and no refunds or changes will be offered. Any customers requesting to change or cancel may do so only in accordance with these Booking Conditions and subject to payment of the applicable cancellation or amendment charge.

## Insurance

If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value)

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

## Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) if, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) if we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.





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Period before departure within which notice of Cancellation or significant change is notified to you	Compensation payable per person booking
70 days or more	Nil
69 – 29 days	£5
28 – 15 days	£10
Less than 14 days	£15

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) where we make a minor change;
- b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements
- d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (please see condition 10).

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 10 Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as 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 the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our of the supplier(s) concerned control.

## 11 Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## 12 Disabilities and Medical Problems





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We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 13 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact our representative.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## 14 Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## 15 Our Responsibilities:

- 1) Where you have booked a "package" with us, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.
- 2) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday, you may be entitled to an appropriate price





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reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- 3) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- 4) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard), for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean 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 back to your departure point.
- 5) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
  - a) the act(s) and/or omission(s) of the person(s) affected;
  - b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - c) Events Beyond Our Control (as defined in clause 10)

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

- a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

- b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

- i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the







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transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- ii. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- 7) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 8) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 9) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - b) relate to any business.
  - c) indirect or consequential loss of any kind.
- 10) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## 16 Excursions

Whilst every care is taken to ensure the safety of the arrangements you book with us, due to the nature of some of the arrangements and the environment they take place in, an element of risk over and above that of a 'normal' holiday excursion will still exist. By making a booking with us you are deemed to understand and accept this risk. Parents/Guardians are responsible for supervising their children, and are deemed to consent to any activities they allow their children to participate in.

All arrangements are provided in compliance with local standards. However safety standards in other countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 17 Insolvency Protection

We provide financial security for both our flight-inclusive packages and our Daybreak trips by way of our Air Travel Organisers Licence number 6809 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)





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[www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

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

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, 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.

If you book arrangements other than a package holiday from us, your monies will not be financially protected. Please ask us for further details.

## 18 Entry, Passport, Visa and Immigration Requirements and Health Formalities

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel and/or ETIAS for EU travel).

Whilst Finland currently only requires passports to be valid for at least 3 months after the day you plan to leave Finland, many other countries now require passports to be valid for at least 6 months after your return date. For further information contact the Passport Office on 0300 222 0000 or visit [www.passport.gov.uk](http://www.passport.gov.uk)

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though **it is your responsibility to check and see if such a body would be relevant to yourself.**

- o the Foreign, Commonwealth and Development Office ("FCDO"; <https://www.gov.uk/travelaware>) (applicable to UK residents);
- o UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- o Embassies, High Commission and/or Consulates;
- o own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be





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used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

## 19 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 which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 20 Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for, or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party or otherwise through your or your party's negligence.

## 21 Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the





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correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety List" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban with the UK.

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

## **22 Advance Passenger Information.**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

**October 2024**

