

## **Travelwise Ltd. Booking Terms & Conditions**

### **1. CONTRACT AND FINANCIAL PROTECTION**

Your contract is with Travelwise Limited of 51 Fortis Green Road, Muswell Hill, London N10 3HP referred to as "we" in this contract. Travelwise are holders of Civil Aviation Authority ATOL Licence No 6256, which will ensure that your money is refunded or you are repatriated in the unlikely event of our insolvency. A binding contract is only entered into when we issue a confirmation invoice after we have received your deposit or full payment. By making a booking and offering payment you accept that you have the authority to bind all members of your party to those terms and conditions. It is essential that you check the travel details on the confirmation invoice and inform us immediately of any errors.

### **2. PAYMENT FOR YOUR HOLIDAY**

A non-refundable deposit of £500 or 10% (whichever is greater) per person is required at the time of booking. We reserve the right to vary the deposit as appropriate. The balance is due 10 weeks prior to departure. If the booking is made less than 10 weeks before departure, the full amount is due on booking. If any balance remains unpaid, travel documentation will not be issued and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below. Final travel documents will usually be sent out approximately 2 weeks before departure. Payment must be in the currency of the invoice and you are responsible for bank charges.

### **3. INFORMATION**

Whilst we make every effort to ensure that the information on our website is as accurate as possible and is updated on a regular basis, we reserve the right to make changes to the website and any information it contains. You will be informed of any material changes before booking.

### **4. AMENDMENT AND CANCELLATION BY YOU**

#### **(A) AMENDMENT**

We will do our best to assist you in altering your arrangements after booking but cannot guarantee this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we will charge £50 per person administration fee, plus any applicable charges levied by our suppliers. We also reserve the right to treat any amendment less than 10 weeks prior to departure as a cancellation and apply the cancellation charges set out below. If you are prevented from taking your holiday for reasons beyond your control, you may transfer your booking to a person acceptable to us and who fulfils any conditions that may apply to the holiday. Any replacement accepted by us will be bound by this contract and will be jointly and severally responsible with you for payment. We reserve the right to charge an administration fee of £50 per person for such a transfer; in addition, airlines may also impose a re-booking fee.

#### **(B) CANCELLATION**

All cancellations must be made in writing by the person who made the booking and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges:

<b>Number of days prior to departure</b>	<b>Cancellation charge*</b>
Up to 70 days	forfeit deposit
69 – 43 days	20%
42 – 22 days	40%
21 – 11 days	50%
10 – 4 days	75%
	100%

3 or less

**\*Cancellation charge as percentage of total holiday price when cancellation notice received**

If we are able to recover any of our losses from our suppliers, we will refund those to you subject to a reasonable administration fee. Please note that travel insurance premiums are not refundable in any circumstances.

**5. AMENDMENT AND CANCELLATION BY US**

**(A) AMENDMENTS**

It is occasionally necessary for us to make changes to advertised products and services as described in Clause 3 and we reserve the right to make those changes. In exceptional circumstances we may have to modify your holiday after booking. If the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable. If the change is material (for example, a change of flight time by more than 12 hours, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of (i) accepting alternative arrangements or (ii) arranging an alternative holiday with us or (iii) cancelling your holiday. Whichever option you choose we will pay you compensation unless the change has been caused by force majeure or low bookings as defined below.

<b>Days before departure</b>	<b>Compensation per person</b>
43	Nil
42 – 29	£40
28 – 15	£50
14 – 0	£70

**(B) CHANGES DURING THE HOLIDAY**

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned to your point of departure and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation.

**(C) CANCELLATION BY US**

Whilst we hope we will never have to cancel your holiday, this does very occasionally happen and we reserve the right to do so. We will do our best to offer alternative arrangements of a comparable or better standard, together with a price refund if appropriate, or will give you a full and prompt refund. In addition we offer compensation on the following scale:

<b>Days before departure</b>	<b>Compensation per person</b>
43	Nil
42 – 29	£40
28 – 15	£50
14 – 7	£70
6 – 0	£150

**(D) FORCE MAJEURE**

Compensation will not be payable in any cases where an amendment, change or cancellation is due to "force majeure", being unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, closure of airports, changes of schedules or operational decisions of transport providers.

#### (E) LOW BOOKINGS

Compensation is not payable if a holiday or tour does not take place because a required minimum number of passengers to enable the holiday or tour to take place has not been reached and you were informed of that requirement at the time of booking.

#### **6. PRICES**

All prices advertised or quoted are subject to change, up or down, until the booking is concluded. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, taxes (including VAT), fees chargeable for services (including landing taxes and embarkation and disembarkation and security fees at airports), Government action or exchange rate variation. If the surcharge would increase the cost of your holiday by 10% or more, you may cancel and receive a full refund (except insurance premiums). No surcharges will be made within 30 days of departure. As we have a very diverse range of products purchased at different times, we will inform you of the purchasing exchange rate if any surcharge is due to adverse currency fluctuation.

#### **7. OUR RESPONSIBILITY TO YOU**

We take care to ensure that all involved in the preparation and supply of your holiday maintain the highest standards.

(a) We will pay reasonable compensation (subject to (c) below) if the product supplied to you is not of the standard described or contracted for by you. This compensation will be limited (except in the case of death or injury) to no more than three times the holiday cost attributable to the complaint.

(b) If you suffer death or personal injury as a result of any part of your holiday contract, we will (subject to (c) below) accept responsibility and will pay compensation. We incorporate into this contract and claim to the benefit of any limitation of liability provided for in any international treaty or convention which governs any part of your holiday arrangements, including but not limited to, air, sea, and rail travel and hotel accommodation.

(c) Our liability to you does not apply if you or any member of your group is at fault; if the failure is the fault of someone else not connected with providing the services which form part of our holiday contract with you; the failure is due to any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all care possible, or the failure is due to any event which we or the supplier of any service could not help, expect or prevent.

(d) Any acceptance of liability is subject to you agreeing to assign to us your rights against any third party responsible for the events leading to your claim and to you affording us all necessary assistance in pursuing that claim.

#### **8. YOUR RESPONSIBILITY TO US**

(a) If you have any complaint or problem whilst on holiday you must inform us, our representatives or the supplier as soon as possible to give us the maximum opportunity to rectify it. It is unreasonable to take no action whilst on holiday and then write a letter of complaint on return. Any unresolved complaints must be notified to us in writing within 30 days of your return.

(b) It is your responsibility to ensure that all necessary passport, visa, vaccination and other health documents are in order.

(c) It is your responsibility to arrange suitable personal travel insurance cover.

#### **9. SPECIAL REQUESTS**

Whilst we will endeavour to comply with any special requests such as airline seating, diets, room requirements, we can only do so on a "goodwill" basis. As these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided.

#### **10. EXCURSIONS AND ACTIVITIES**

We are only responsible for excursions and activities sold by us and which form part of your holiday contract.

#### **11. JURISDICTION**

This contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

## **12. Your Financial Protection**

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

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

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.