

Wotton Travel Limited

Consumer Travel Services Agreement

Who we are

Wotton Travel Limited is a company registered in England and Wales under company number 01973158. Our registered address is New Mills, Wotton-Under-Edge, Gloucestershire, GL12 8JR and our contact details are set out in Section A.19 below.

In these “**Booking Conditions**”, we refer to Wotton Travel Limited as “**WTL**”, “**we**”, “**us**” or “**our**” and we refer to customers who have made a booking with us, or who are included in a booking made with us, as “**you**” or “**your**”.

Wotton Travel Limited is a subsidiary of Renishaw plc, whose registered offices are New Mills, Wotton-Under-Edge, Gloucestershire, GL12 8JR, United Kingdom. Renishaw plc is registered in England and Wales under company number 1106260 and is listed on the London Stock Exchange.

Bookings with WTL

Please read these Booking Conditions carefully before booking with us. If there is anything within these Booking Conditions that you do not understand, then please contact us using the details set out in Section A.19 to discuss. By making a booking with us, you acknowledge, agree and accept that these Booking Conditions will apply to your booking. If you do not agree to these Booking Conditions you must not book with us.

These Booking Conditions set out the terms on which WTL agrees to take your booking for individual travel services (such as flights, hotel, car hire and excursions) (“**Travel Services**”) and package holidays (“**Package Holidays**”).

A Package Holiday is defined in the Package Travel and Linked Travel Arrangements Regulations 2018 (the “**Package Travel Regulations**”) but, in general terms, you will be buying a Package Holiday whenever you buy two or more of the following Travel Services with us in a single booking:

- a) Transport (such as flights, ferries, train and coach journeys) other than transfers;
- b) Accommodation;
- c) Car hire; and
- d) Other tourist service(s) which are not intrinsically a part of (a) – (c).

Please note that if you are only purchasing (d) and one of (a) – (c), then a Package Holiday will only be formed if (d) either: (i) forms an essential part of the booking; or (ii) accounts for a significant proportion (at least 25%) of the total value of the booking.

Our obligations to you will vary depending upon whether you book a Package Holiday organised by WTL, a Package Holiday organised by a Tour Operator (as defined below) or individual Travel Services. We will tell you about the type of booking you have made at the time of booking and also on your booking confirmation (the “**Booking Authorisation Form**”). We set out below a summary of these different arrangements and the terms and conditions which apply to each type of booking.

WTL Dynamic Package Holidays

If you book a Package Holiday which we have organised for you then you are booking a “**WTL Dynamic Package Holiday**”. We act as an agent for each supplier of the Travel Services included in your booking (the “**Travel Providers**”), and so you will be entering into a contract with each Travel Provider for the

provision of the Travel Services to you. However, as we have organised the Package Holiday, we have certain responsibilities to you under the Package Travel Regulations which are set out in these Booking Conditions. Sections A and B of these Booking Conditions therefore apply to the sale of WTL Dynamic Package Holidays.

Tour Operator Package Holiday bookings

If you book a Package Holiday organised by a third-party tour operator (a "**Tour Operator**"), you are booking a "**Tour Operator Package Holiday**". We act as an agent for the Tour Operator and so you will be entering into a contract with the Tour Operator for the provision of the Tour Operator Package Holiday to you. The Tour Operator shall have the relevant responsibilities under the Package Travel Regulations which are set out in these Booking Conditions. Sections A and C of these Booking Conditions therefore apply to the sale of Tour Operator Package Holidays.

Individual Travel Services

If you book an individual Travel Service, you are making a standalone booking for one Travel Service only (e.g. a flight only booking, an accommodation only booking or a car hire only booking (or any other such individual services)) (an "**Individual Travel Service**"). We act as an agent on behalf of the Travel Provider for each Individual Travel Service and the Package Travel Regulations shall not apply to your booking. However, Sections A and D of these Booking Conditions will apply to the sale of Individual Travel Services.

SECTION A – GENERAL TERMS WHICH APPLY TO ALL BOOKINGS

The terms set out below apply to all bookings made through WTL (unless otherwise stated).

A.1 Your relationship with WTL

- A.1.1 WTL does not itself own or provide any of the services, facilities or travel arrangements which make up your booking. These are provided by the Travel Providers or the Tour Operator. Under these Booking Conditions, WTL arranges for you to enter into a contract with each Travel Provider or Tour Operator and agrees payment terms between you and the Travel Provider or Tour Operator. WTL acts as the agent or sub-agent for the Travel Provider or Tour Operator, except where we state to the contrary in these Booking Conditions.
- A.1.2 The lead name on the booking will be the person responsible for the booking (the "**Lead Name**"). The Lead Name shall be responsible for paying the deposit and the full price, for making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking. The Lead Name must be at least 18 years old at the time of booking.
- A.1.3 The Lead Name must ensure and hereby confirms that the details provided for all parties to the booking are full and accurate, that all parties agree to be bound by these Booking Conditions and that the Lead Name has the authority to accept and does accept these Booking Conditions on behalf of all persons in the booking. The Lead Name agrees to check all descriptions on the travel documentation received after booking and to inform us immediately of any errors or instances where personal details do not correspond with those shown on the passports of those travelling under the booking.

A.2 Your booking with WTL

- A.2.1 A contract will only come into existence between us when you have paid the price payable on booking and we have issued our "**Booking Authorisation Form**" and the holiday itinerary

(together, the “**Booking Confirmation Documents**”) to you. We shall be under no obligation to issue Booking Confirmation Documents to you if we discover an error in the pricing of the booking or if any part of the booking is no longer available.

- A.2.2 If, for any reason, we are unable to accept your booking, we will inform you of this and not process your booking further. We will then arrange for you to be refunded any part of the booking already paid, unless you decide to use that payment towards a different booking.
- A.2.3 If you have any special requests you must let us know during the booking process. We will attempt to pass on all reasonable requests to the Travel Providers at our sole discretion, but we cannot guarantee that such requests will be met by the Travel Providers.
- A.2.4 If you have a medical condition or a member of your party is a person of reduced mobility, please let us know before making a booking so we can ensure that the booking arrangements are suitable for you.
- A.2.5 All bookings are subject to availability at the time of booking. We try hard to make sure that our advertisements (where applicable) are kept up to date, but we do not guarantee that any of the Travel Services we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Travel Service or Package Holiday you have sought to book with us is no longer available.

A.3 Price of your booking

- A.3.1 We may change the advertised price of the Travel Services which make up your booking from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.
- A.3.2 We advertise a large number of Travel Services and Package Holidays and we try hard to ensure that the advertised price is always accurate, but sometimes errors do occur. We will normally verify prices at the time of booking. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions and not complete your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.
- A.3.3 We are under no obligation to supply you with a Package Holiday or Travel Services which are incorrectly priced, even after we have issued our Booking Confirmation Documents to you, if the error should have been reasonably apparent to you. In these circumstances, we may contact you for instructions or cancel your booking (at our sole discretion) and notify you so that you can decide what you would like to do.

A.4 Payment

- A.4.1 When you make a booking with us, you will be required to pay us a non-refundable deposit per person as set out in the Booking Authorisation Form.
- A.4.2 We may offer you different payment options (such as a different balance due date, or low / zero deposit booking offers). Those options apply in accordance with these Booking Conditions and your payment obligations also apply in accordance with these Booking Conditions, regardless of whether or not you agree to different payment options at the time of booking.
- A.4.3 **Deposit.** To confirm your booking, you may be required to pay a deposit of a specified amount of the cost of your trip. The amount required will be set out in the Booking Authorisation Form.

Your deposit will be non-refundable, unless we are unable to complete your booking because of a price error or if you have a right to a refund as set out in these Booking Conditions.

- A.4.4 **Final balance.** The balance of the total cost of your booking must be paid in full twelve (12) weeks before your date of departure or such earlier date as is set out in the applicable Travel Provider or Tour Operator's terms and conditions. If either the deposit or the balance is not paid in full by the due date, we may cancel your booking immediately and, if you have already paid a deposit, the Travel Provider or Tour Operator shall retain your deposit. In the event of such cancellation, we shall have no liability to you (and in the case of WTL Dynamic Package Holidays, the provisions of Section B.7 shall not apply).
- A.4.5 **VAT.** If the rate of VAT changes between your order date and the date of your travel, we will adjust the rate of VAT that you pay, unless you have already paid for the Travel Services or Package Holiday in full before the change of the rate of VAT takes effect.
- A.4.6 **Charging interest for late payment.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You will be required to pay us the interest along with the overdue amount.

A.5 Alterations by you

- A.5.1 If you wish to make a change to your booking after we have issued our Booking Confirmation Documents, please contact us. While we do not have a legal obligation to make such changes we will try to accommodate your request. Please understand that it is often not possible for us to do so as changes may depend on availability and the terms and conditions of our Travel Providers and (if applicable) the relevant Tour Operator.
- A.5.2 If we agree to make a change, you agree to pay us administration charges of £50 per person per change, plus any costs we incur in making the change (including, without limitation, charges which are imposed on us by the Travel Providers (or the Tour Operator) for making the change). This could be substantial and such costs tend to increase the closer to the departure date that the change is made.
- A.5.3 For instance, certain Travel Services (e.g. a flight) may incur a 100% cancellation charge. Also name changes (including changes to initials) on bookings including transportation and / or accommodation may be treated as a cancellation or re-booking and you will be asked to pay any costs we incur from Travel Provider, plus our amendment charges of £50 per person per change.
- A.5.4 It is your responsibility to ensure that all details on the Booking Confirmation Documents are correct and all of your party's details provided to us are correct. Any resulting amendments may require additional charges imposed by the Travel Provider (or Tour Operator), plus our administration charges of £50 per person per change.
- A.5.5 Please further note that in all cases, we treat a request to change the date of travel to another date more than 6 months after your original travel date as a cancellation and rebooking and our cancellation charges will apply.

A.6 Cancellations by you

- A.6.1 You, or a member of your party, may cancel your booking at any time by giving us written notice by an email properly addressed to the email address set out in Section A.19 below. Any such notice of cancellation must be given by the Lead Name on the booking.
- A.6.2 If you cancel your booking, you will be charged the cancellation fees which are imposed on us by the Travel Providers (or, if applicable, the Tour Operator).
- A.6.3 Additionally, we may charge you a cancellation fee of £50 per person to reflect the losses and costs which we may incur in cancelling the booking.

A.7 COVID-19

- A.7.1 We both acknowledge and agree that the COVID-19 pandemic has affected travel throughout the world and that we both have responsibilities to comply with various laws, regulations and guidance issued by governmental or regulatory authorities which seek to manage the risks caused by COVID-19. In the light of these risks, it is a condition of booking with us that you obtain travel insurance which includes cover against any COVID-19 issues or incidents which may affect your booking.
- A.7.2 You acknowledge that laws, regulations and the travel suppliers providing your booking (such as airlines, train operators, cruise operators, hoteliers and other service providers) may require you and employees of your Travel Providers to comply with various measures which have been introduced to manage the risk of COVID-19. These may include (without limitation) a requirement to undergo temperature checks, provide health information or certificates, provide evidence of immunisation records or other confirmations, wear personal protective equipment such as face-masks and gloves and abide by social distancing requirements. There may also be limitations on the number of persons who may use facilities or services at any particular time, limitations on the availability of certain facilities and services (e.g. buffet and self-service restaurants may be replaced by a-la-carte, spas and pools may be closed), requirements to pre-book facilities and services, sanitisation and other hygiene requirements.
- A.7.3 You also acknowledge that certain travel suppliers, ports, airports, border control or other third parties may require you to undertake certain health formalities or satisfy other requirements aimed at managing the COVID-19 risk as a condition to you travelling, departing, entering or residing in a particular place. You agree that it is your obligation to obtain details of these requirements ahead of your travel departure date and comply with and satisfy these requirements. If you fail to meet these requirements, or refuse to complete them, you may be denied boarding, exit, entry or the use of some other facility or service which forms part of your booking. We shall not be liable to you for any refunds or compensation in relation to such matters.
- A.7.4 You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travellers, whether in the place of destination or upon return.
- A.7.5 We strongly recommend that you familiarise yourself with the advice from the Foreign, Commonwealth & Development Office. The latest advice for travel to other countries is available [here](#).
- A.7.6 You agree to notify us immediately if, at any time within four (4) weeks from the date of your departure, any of the following events occur:
 - a) you test positive for COVID-19;
 - b) you consider that you may have COVID-19 symptoms; or

- c) you become aware that you may have come into close contact with someone who has tested positive for COVID-19 or who may have COVID-19 symptoms.

You also agree to notify us about any of the events set out in (a) – (c) above if you become obliged to inform us in accordance with the applicable Travel Provider's, Tour Operator's or your travel insurance provider's terms and conditions.

We may share this information with the relevant travel suppliers for your booking in accordance with the terms of our [Privacy Policy](#).

- A.7.7 If you notify us before travelling, and we (or the relevant travel suppliers) conclude that you are no longer able to travel because of the COVID-19 risk, then your booking will be treated as having been cancelled by you, and standard cancellation charges will apply.
- A.7.8 We will, however, explore with you whether it is possible for you to postpone your booking to a later date, which may incur further charges. It might also be possible for you to transfer your booking to another person, subject to the terms of transfer set out in these Booking Conditions.
- A.7.9 If you notify us during travel, you acknowledge that we or your travel suppliers (or local laws and regulations) may require you to follow certain measures designed to manage the risk of COVID-19 and may refuse to provide you with the relevant service(s). You may, for instance, be required to self-isolate for a period of time. You agree to comply with these requirements. In this instance, if you have booked a WTL Dynamic Package Holiday, we will provide you with such reasonable assistance as we are able to in the circumstances. However, we will not be responsible for meeting any costs incurred by you or for refunding or compensating you for the curtailment of your holiday, cancelled or rebooked transportation, additional accommodation or other associated costs you incur in connection with the same. For all other bookings, you will need to contact the Travel Provider or Tour Operator for your booking and to find out if and how they can assist you.
- A.7.10 We both agree that the measures set out above are a necessary part of keeping you, other travellers, employees and the public safe on holiday. You are making your booking in full knowledge that such measures are likely to be a part of your holiday and do not amount to significant changes to your booking, (and in the case of WTL Dynamic Package Holidays, nor do they amount to any Failure (as defined below in Section B.6.3)).
- A.7.11 We shall have no liability to you for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you are unable to travel or make use of all or part of your booking because of these matters. These are risks which you must protect through obtaining comprehensive travel insurance.

A.8 Brexit and your booking with us

- A.8.1 On 1 January 2021, the Brexit transition period ended and an agreement on the rules on trade, travel and business for the United Kingdom and the European Union came into force (the '**EU-UK Trade and Cooperation Agreement**').
- A.8.2 There is still a chance that Brexit may affect our or our Travel Providers' or a Tour Operator's ability to perform your booking ("**Brexit Event**"). For instance, it may be that the airline operating the flight element of your booking will not be able to operate the flight because of the loss or restriction of air traffic or transit rights or the right of the airline to enter any airspace. However, the terms which have been agreed between the EU and UK under the EU-UK Trade and Cooperation Agreement mean that this is unlikely.

A.8.3 If a Brexit Event does impact your booking, and you have not yet departed for your trip, we will inform you as soon as possible in writing, upon which we will both be relieved of any further obligations in relation to the booking. If this happens, and if the terms and conditions of our Travel Providers and Tour Operators permit us to do so, we will return to you any payments you have made in respect of your booking, which shall be the full extent of our obligations to you. We will not compensate you for a Brexit Event.

A.8.4 If you have already departed and you booked a WTL Dynamic Package Holiday, Sections B.6 – B.8 of these Booking Conditions will apply to any Brexit Events concerning your booking. For customers who have booked a Tour Operator Package Holiday, and have already departed, Sections C.5 and C.7 of these Booking Conditions will apply to any Brexit Events concerning your booking. For customers who have booked an Individual Travel Service, and have already departed, Sections D.4 and D.5 of these Booking Conditions will apply to any Brexit Events concerning your booking.

A.9 Excursions

A.9.1 It may be possible for you to book a local excursion during your holiday, such as a local tour, experience, concert, activity, sports or adventure experience. These will be bookable and payable by you locally. You will be entering into a contract directly with the excursion provider and so they will not form a part of your booking with WTL. They will be provided by third parties over whom we have no control or relationship with. We do not have any responsibility for their provision, nor do we accept any liability if you suffer loss or damage whilst on a local excursion.

A.10 Unavoidable and Extraordinary Circumstances

A.10.1 In these Booking Conditions, where we refer to “**Unavoidable and Extraordinary Circumstances**”, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

A.10.2 This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, epidemics, pandemics, government laws or announcements by local authorities, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.

A.11 Your behaviour

A.11.1 It is important that you behave responsibly and with consideration for others during your holiday. Accordingly, to the extent that we, or one of our Travel Providers, believe that your actions could or have caused disruption or annoyance, or a risk of safety, or damage to property, to us, our Travel Providers or other customers, or if it is believed that you are not fit to travel, then we may cancel your booking without further liability to you (and in the case of WTL Dynamic Package Holidays, the provisions of Section B.7 below shall not apply).

A.11.2 In the event that your behaviour causes loss or damage to any person or property for which we are liable, you agree to compensate us in full for such loss and damage, together with any legal costs which we may incur in pursuing this claim against you.

A.12 International Conventions

A.12.1 We shall not be liable to pay compensation to you in connection with your booking where there are international conventions which limit the extent or the conditions under which compensation

would have to be paid by one of our Travel Providers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up your booking.

A.12.2 For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your travel arrangements. Please ask us for copies of these international conventions if you would like to see them.

A.13 Travel Information

A.13.1 Please note that we can provide general information about the passport and visa requirements for your trip, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

A.13.2 The passport, visa and health requirements at the time of booking can be viewed on the Foreign, Commonwealth & Development Office website (www.gov.uk/foreign-travel-advice). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, including (but not limited to) evidence of immunisation or other confirmations. You must also arrange travel insurance (including health cover) and ensure you are in compliance with any other immigration requirements, before you travel. If you or members of your party are UK residents, you must ensure that you all hold passports issued within the last 10 years, which are valid for at least 6 months from the date of travel (note that if you renewed your current passport before the previous one expired, extra months may have been added to its expiry date. Any extra months on your passport over 10 years will not count towards the 6 months needed).

A.13.3 As a result of Brexit, there are new visa requirements and it is your responsibility to ensure that you are aware of, and comply with, these rules before you travel. For instance, you will need to ensure that you comply with any new rules regarding entry and stay in the Schengen area in Europe, and if appropriate, apply for relevant visa(s) in advance of travel. Otherwise, you could face penalties including deportation and entry bans.

A.13.4 You must also check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through.

A.13.5 Neither we, nor the Travel Providers, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

A.14 Flights – notice requirements and rights

A.14.1 **Operating Carrier Information.** In accordance with EU Regulation (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a Civil Aviation Authority list which contains details of air carriers that are subject to an operating ban within the UK. This list is available for inspection at <https://www.caa.co.uk/Data-and-analysis/Safety-and-security/Banned-airlines-list/>. In accordance with this same EU Regulation, we are required to advise you of the operating carrier(s) (or, if the operating 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 operating 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. Any change in the identity of the airline, flight timings and/or aircraft type will not entitle you to cancel or change to other flight arrangements without paying charges, except where specified. Flight times can change for a number of different reasons. You should always look to reconfirm your flights 48 hours prior departure to ensure that no changes to your flight schedule has occurred.

A.14.2 **Claims for delays, cancellations and denied boarding.** Under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, you may have rights (in some circumstances) to refunds and / or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Details of these rights will be publicised at UK/EU airports and will also be available from your airline. It will be your responsibility to raise any claims directly with the airline.

A.14.3 When searching for and booking a flight with a low-cost carrier, we will act as your booking agent on criteria specified by you. In relation to such bookings, you appoint us to source those flights on your behalf and you are our principal. When searching for and booking a flight with other scheduled airlines, we will act as an agent for the airline. We are also appointed by some airlines as their agent through our accreditation with the International Air Transport Association ("IATA"). Where you book these flights through our platform, we will be acting as an agent for the relevant airline. In each case, we will arrange for you to enter into a contract directly with the airline concerned.

A.15 Resolving disputes

A.15.1 If anything is not to your satisfaction during your holiday please immediately inform both us (via the details set out in Section A.19 below) and the relevant Tour Operator or Travel Provider (e.g. your hotelier) who will endeavour to resolve your problem. It is important you advise us as well as the Travel Provider so we can all help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your holiday promptly so that you can enjoy your holiday. However, if your complaint is not resolved locally, please follow this up within 28 days of your return home by emailing us at the details set out in Section A.19 below, giving your booking reference and all other relevant information. Please keep your letter or email concise and to the point.

A.15.2 We are also a member of ABTA. Our membership numbers are W8484 and 87610. We are obliged to maintain a high standard of service to you set by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

A.15.3 Please note that a failure to advise us of problems whilst on holiday, as described above, deprives both us and the Travel Providers of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

A.16 Insurance

A.16.1 It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away, and it is a condition of your booking that you have such suitable insurance cover in place. Please ensure that you have a valid travel insurance policy in place from the time of booking, to cover you for the countries and activities you may be undertaking on your holiday. Your insurance should also include cover against COVID-19 and other health related incidents which may affect or curtail your booking. You should contact us to discuss this if you do not already have insurance in place.

A.17 Data protection

A.17.1 We will process any personal data provided by or on behalf of you to us under these Booking Conditions (such as your name, contact details and other identifiers such as a passport or other travel document details) in accordance with the provisions of our [Privacy Policy](#).

A.18 General terms

A.18.1 The various Sections set out in these Booking Conditions operate separately to one another. If any court or any other relevant authority decides that any of these Sections (or part therein) are unlawful or unenforceable, the remaining Sections (and parts therein) will remain in full force and effect.

A.18.2 These Booking Conditions and the associated Booking Confirmation Documents set out the entire agreement between us. You are not relying upon any other statement, promise or assurance in relation to your booking.

A.18.3 These Booking Conditions are between you and us. No other person shall have any rights to enforce any of their terms and conditions.

A.18.4 If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.

A.18.5 We may transfer our rights and obligations with you under these Booking Conditions to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the Booking Conditions.

A.18.6 These Booking Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

A.18.7 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Booking Conditions or their subject matter or formation.

A.18.8 If you have any queries about these terms, please contact us before placing a booking via the contact details shown below.

A.19 WTL's contact details

A.19.1 For general enquiries about your booking, complaints and support while you are on your holiday:

Contact: **Wendy Walker, Director**
Address: **Wotton Travel Limited, 4 High Street, Wotton-Under-Edge, GL12 7DB**
Tel number: **01453 525200 (and from abroad: 0044 1453 52520)**
Email address: wtl@renishaw.com

SECTION B – WTL DYNAMIC PACKAGE HOLIDAYS

The terms set out below, together with the terms set out in Section A, apply to WTL Dynamic Package Holiday bookings.

B.1 Price of the WTL Dynamic Package Holiday

B.1.1 We may change the price of the WTL Dynamic Package Holiday after we have issued Booking Confirmation Documents to you, in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the Travel Services included in your booking imposed by third parties other than the Travel Providers, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the WTL Dynamic Package Holiday. We shall only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your WTL Dynamic Package Holiday, together with a calculation and an explanation for this change.

B.1.2 If the price of the WTL Dynamic Package Holiday is increased by more than 8% of its total price, then you may:

- (a) accept and pay for the price increase;
- (b) reject the price increase and terminate the WTL Dynamic Package Holiday with a full refund; or
- (c) reject the price increase, terminate the WTL Dynamic Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative WTL or other Package Holiday, we will inform you of its impact on the price of your booking. We will give you a reasonable period of time to make your decision, which will usually be 14 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the WTL Dynamic Package Holiday and provide you with a refund.

B.2 Alterations by you

B.2.1 In addition to the provisions in Section A.5, you may transfer your WTL Dynamic Package Holiday to another person who satisfies all the conditions applicable to the WTL Dynamic Package Holiday, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer. In order to take advantage of this possibility, you must contact us at the details set out in Section A.19 above. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 14 days before departure shall be considered to be reasonable.

B.3 Cancellations by you

- B.3.1 The provisions set out in Section A.6 will apply to your WTL Dynamic Package booking.
- B.3.2 We shall provide you with any refund of payments made under the booking, less any cancellation charges due to us.
- B.3.3 In addition to the provisions above you shall have the right to cancel your booking before the start of the WTL Dynamic Package Holiday without paying any cancellation charge in the event of Unavoidable and Extraordinary Circumstances (which is described in Section A.10) occurring at the place of destination or its immediate vicinity if we have confirmed to you that they will significantly affect the performance of the WTL Dynamic Package Holiday, or they significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking but you will not be entitled to compensation or any of the rights set out in Section B.7 below.

B.4 Amendments by WTL before departure

- B.4.1 As the arrangements which make up your WTL Dynamic Package Holiday are planned many months in advance, from time to time we may need to make a change to the WTL Dynamic Package Holiday. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of the WTL Dynamic Package Holiday, or where we cannot fulfil any of your special requirements which we have accepted.
- B.4.2 In the unlikely event that we have to make a significant change to your WTL Dynamic Package Holiday, we will tell you as soon as is reasonably possible. You will then have the option to:
 - (a) accept the proposed change;
 - (b) reject the proposed change and terminate your WTL Dynamic Package Holiday with a full refund; or
 - (c) reject the proposed change, terminate your WTL Dynamic Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative WTL or other Package Holiday, we will inform you of its impact on the price of your booking.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the proposed change. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the WTL Dynamic Package Holiday and provide you with a refund.

- B.4.3 We may not give you any of the above options in the event that a change to the purchased WTL Dynamic Package Holiday is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.
- B.4.4 Without limitation, you also agree that any and all measures similar to those set out in Section A.7 of these Booking Conditions shall be treated as a minor change.

B.5 Cancellations by WTL before departure

B.5.1 On rare occasions, we may have to cancel your WTL Dynamic Package Holiday and we reserve the right to do so. If we have to do so, we will notify you as soon as possible. We will also offer you an alternative WTL or other Package Holiday if we are able to do so and inform you of its impact on the price of your booking. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the WTL Dynamic Package Holiday.

B.6 WTL's responsibility for the performance of the WTL Dynamic Package Holiday

B.6.1 We have a legal duty to exercise reasonable skill and care in making the arrangements for the Travel Providers to provide the services, facilities and travel arrangements to you.

B.6.2 We also are liable to you for the performance of the Travel Services included in the WTL Dynamic Package Holiday under the Package Travel Regulations, irrespective of the fact that such Travel Services are to be performed by the Travel Providers.

B.6.3 You must tell us immediately of any failure to perform or improper performance of your WTL Dynamic Package Holiday ("**Failure**"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs.

B.6.4 If a significant proportion of the Travel Services included in the WTL Dynamic Package Holiday cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the WTL Dynamic Package Holiday. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking.

B.6.5 If a Failure substantially affects the performance of the WTL Dynamic Package Holiday, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your WTL Dynamic Package Holiday or terminate your booking without paying a termination fee. If you decide to terminate, then if your WTL Dynamic Package Holiday included carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure at no extra cost to you.

B.6.6 If we are unable to ensure your return to your place of departure as agreed in your WTL Dynamic Package Holiday because of Unavoidable and Extraordinary Circumstances, we shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the WTL Dynamic Package Holiday.

B.6.7 If a longer period of accommodation than that referred to in Section B.6.6 above is provided for in Union passenger rights legislation (as described in the Package Travel Regulations) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described in Section B.6.6 in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

B.6.8 If the airline with which you are booked cancels your flight or ceases to trade whilst you are overseas, you must contact us for instructions on replacement flights. Our policy is to try to replace a flight with an equivalent flight and so if your flight is economy, we will arrange an

economy flight by way of replacement. You may pay the price of an upgrade if you so wish. If you had booked a higher class such as business, we will endeavour to find a business class seat by way of replacement, although if an economy seat is available on an earlier flight, we shall arrange for you to be booked on that earlier flight. This is because in the event that a flight is cancelled, our main priority will be to find replacement flights to fly you home. We shall not be liable for any replacement flights you book if you have not first given us a reasonable opportunity to find replacement flights for you.

B.6.9 Please note that the measures set out in Section A.7 of these Booking Conditions are those required to manage the risks of COVID-19 as part of a normal safety management system. By making a booking with us, you agree that their existence shall not be considered as any form of Failure.

B.7 Price reduction and compensation for damages

B.7.1 You will be entitled to an appropriate price reduction for any period during which there is a Failure, unless the Failure is attributable to you.

B.7.2 You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

- (a) attributable to you;
- (b) attributable to a third party unconnected with the provision of the Travel Services included in the WTL Dynamic Package Holiday and is unforeseeable or unavoidable; or
- (c) due to Unavoidable and Extraordinary Circumstances.

B.7.3 Our liability to you in connection with the WTL Dynamic Package Holiday shall be limited to a maximum of three times the cost of the WTL Dynamic Package Holiday, except in cases involving death, injury or illness where we or our Travel Providers have caused such damage intentionally or with negligence.

B.7.4 If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

B.7.5 We shall have no liability where any loss or damage arises out of or is connected with the matters described in Section A.7 of these Booking Conditions.

B.7.6 Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for the WTL Dynamic Package Holiday, except in cases involving death, injury or illness where we have caused such damage with negligence.

B.8 Prompt assistance in resort

B.8.1 We shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

B.8.2 If you are in difficulty and you need our assistance, please contact us using the details set out in Section A.19 above.

B.9 Your financial protection

B.9.1 We provide full financial protection for our flight-inclusive WTL Dynamic Package Holidays by way of our Air Travel Organiser's Licence number 6795 issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email claims@caa.co.uk.

B.9.2 When you buy an ATOL protected flight inclusive WTL Dynamic Package 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.

B.9.3 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).

B.9.4 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

B.9.5 When you buy a WTL Dynamic Package Holiday that does not include a flight, protection is provided by way of a bond held by ABTA – ABTA Ltd, 30 Park Street, London SE1 9EQ, www.abta.co.uk. WTL's ABTA membership numbers are W8484 and 87610.

SECTION C – TOUR OPERATOR PACKAGE HOLIDAYS

The terms set out below, together with the terms set out in Section A, apply to Tour Operator Package Holiday bookings.

C.1 Booking Tour Operator Package Holidays

C.1.1 When you book a Tour Operator Package Holiday your contract will be with the relevant Tour Operator. WTL will not enter directly into a contract with you to provide the Tour Operator Package Holiday.

C.1.2 For Tour Operator Package Holidays, WTL's role will be limited to acting as an agent for the Tour Operator. In addition to these Booking Conditions, the terms and conditions of the relevant Tour Operator will apply to your booking. Each Tour Operator's terms and conditions are available on request.

- C.1.3 If, after purchasing a Tour Operator Package Holiday, you have any queries or concerns about the Tour Operator Package Holiday, please contact us and we will use reasonable efforts to contact the Tour Operator on your behalf.
- C.1.4 As your contract for the Tour Operator Package Holiday will be between you and the Tour Operator, WTL will not, in any way, be responsible for any failure to perform or improper performance of the Tour Operator Package Holiday. As such, we do not accept any responsibility or liability for any loss you suffer as a result of making a booking for a Tour Operator Package Holiday.
- C.1.5 All Tour Operator Package Holiday bookings are subject to acceptance by the relevant Tour Operator. A contract will only come into existence between you and the Tour Operator when you have paid the price payable on bookings and we have issued you with Booking Confirmation Documents on behalf of the Tour Operator (please note that in this Section C, **"Booking Confirmation Documents"** shall mean WTL's Booking Authorisation Form, the Tour Operator Package Holiday itinerary other additional confirmation documents issued by the Tour Operator).
- C.1.6 Once your booking request has been accepted by the Tour Operator and this has been communicated to you by us, acting as an agent for the Tour Operator, and you have paid for your Tour Operator Package Holiday, WTL will provide you with a copy of the final Booking Confirmation Documents which set out the details of the Tour Operator Package Holiday.
- C.1.7 In such cases, please note that WTL's Booking Authorisation Form will confirm the receipt of your payment for the Tour Operator Package Holiday and set out details about the Tour Operator Package Holiday.
- C.1.8 For flight-inclusive Tour Operator Package Holidays, we will also provide you with an ATOL Certificate which has been issued under the Tour Operator's ATOL licence.

C.2 Price of the Tour Operator Package Holiday

- C.2.1 We will normally verify prices with the Tour Operators as part of our booking handling procedure so that where the price of a Tour Operator Package Holiday is less than the stated price, we will charge the lower amount when accepting the booking from you, as an agent for the Tour Operator. If the correct price of the Tour Operator Package Holiday is higher than the price stated to you by the travel agent, or on the website / in the brochure, we will normally, and at our discretion, either contact you for instructions before processing your booking, or reject your booking on behalf of the Tour Operator and notify you of the rejection.
- C.2.2 Please note that the Tour Operator is under no obligation to agree to supply the Tour Operator Package Holiday to you at the incorrect (lower) price, even after we have sent you Booking Confirmation Documents, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as mispricing.

C.3 Payment

- C.3.1 We act as the payment agent for the Tour Operator. We accept payment from you on behalf of the Tour Operator. You must pay for the Tour Operator Package Holiday by the dates set out in the Booking Confirmation Documents. If any sum is not paid in full by the due date, we may cancel your booking on behalf of the Tour Operator immediately and the Tour Operator may charge you a cancellation fee. If you have already made a payment to us in respect of the Tour Operator, we may, on behalf of the Tour Operator, deduct the cancellation fee from the payment already made to us before returning the balance to you or, where that payment is not sufficient

to meet your liability to the Tour Operator, you agree to pay the Tour Operator the additional sum.

C.4 Alterations or cancellations by you

- C.4.1 Please refer to your Booking Confirmation Documents and the Tour Operator's terms and conditions, which will set out details of the terms on which you can amend or cancel your booking and claim a refund, if applicable.
- C.4.2 WTL, at its sole discretion, will use reasonable endeavours to assist your attempts to liaise with the Tour Operator to arrange cancellation or make the required change. WTL gives no guarantee that any such attempts will be successful. The Tour Operator may charge a cancellation or amendment fee (as shown in their terms and conditions), which may be as much as 100% of the cost of the travel arrangements.
- C.4.3 The provisions of Sections A.5 and A.6 will also apply to your Tour Operator Package Holiday booking.
- C.4.4 Any request for a change to a confirmed booking must be made by the Lead Name on the booking and we may require this to be confirmed to us by email.

C.5 Cancellations and amendments by the Tour Operator

- C.5.1 If a Tour Operator informs us of a change to your Tour Operator Package Holiday, we will inform you. Most changes are minor changes, however, occasionally we have to notify you of a significant change that a Tour Operator has made to your Tour Operator Package Holiday.
- C.5.2 A significant change is a change made before the start of the Tour Operator Package Holiday which the Tour Operator can reasonably be expected to know could have a major effect on your purchased Tour Operator Package Holiday.
- C.5.3 In the unlikely event of a Tour Operator cancelling or making a significant change to your purchased Tour Operator Package Holiday we will tell you as soon as possible. If there is time to do so before the start of your purchased Tour Operator Package Holiday, we will use reasonable efforts to seek (but cannot guarantee) to secure from the Tour Operator an offer to you of one of the following options:
 - (a) accepting the changed arrangements;
 - (b) choosing a replacement Tour Operator Package Holiday of a lower, similar or higher standard to that originally booked, if available. In the event you accept an alternative Tour Operator Package Holiday of a lower standard you will be entitled to recover the price difference between the price you paid and the price of the lower standard Tour Operator Package Holiday. If you accept a Tour Operator Package Holiday of a similar standard, there will be no extra charge. If you accept a Tour Operator Package Holiday of a higher standard, you must pay the price difference between your purchased Tour Operator Package Holiday and the higher priced Tour Operator Package Holiday; or
 - (c) cancelling the purchased Tour Operator Package Holiday together with a full refund of all monies you have paid.

Please note that the efforts we may take to secure the various options from the Tour Operators described above does not:

- (i) imply that we are responsible for your holiday with the Tour Operator (see Sections C.5.5 and C.7 below); and
- (ii) impact upon the legal rights which you may have directly against these Tour Operators under the Package Travel Regulations.

C.5.4 Tour Operators may not give you any of the above options in the event that a change to the purchased Tour Operator Package Holiday is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if identified at the time of booking) or a change of a destination airport or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

C.5.5 As WTL is an agent acting on behalf of the Tour Operators, WTL will not be responsible for providing you with a refund, price reduction, alternative arrangements, compensation or any costs associated with an amendment or cancellation by the Tour Operator.

C.6 Financial protection for your Tour Operator Package Holiday

C.6.1 All Tour Operator Package Holidays are protected by the Tour Operator.

C.6.2 When you buy a flight-inclusive holiday from the Tour Operator, 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.

C.6.3 The Tour Operator, or the suppliers identified on your ATOL Certificate, will provide you with the Travel Services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither the Tour Operator nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the Travel 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).

C.6.4 If the Tour Operator, or the suppliers identified on your ATOL Certificate, are unable to provide the Travel 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 Travel Services, including any claim against the Tour Operator, (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

C.7 WTL's liability to you for Tour Operator Package Holidays

C.7.1 Our only obligation to you is to exercise reasonable skill and care in arranging for you to enter into a contract with the Tour Operator of the Tour Operator Package Holiday. We shall have no duties concerning the actual performance of the Tour Operator Package Holiday.

C.7.2 We shall have no liability to you for any loss, damage, cost, expense or otherwise which you suffer and which arises out of the failure to perform or the improper performance of the Tour

Operator Package Holiday, except where death or personal injury has been caused by our negligence.

SECTION D – INDIVIDUAL TRAVEL SERVICES

The terms set out below, together with the terms set out in Section A, apply to individual Travel Service bookings.

D.1 Booking Individual Travel Services

D.1.1 When you book an Individual Travel Service with us (e.g. flight-only, hotel only, or car hire on its own), you will be entering into a contract with the Travel Provider for that Travel Service (such as the airline, hotelier or car hire company).

D.1.2 In all such bookings, our role will be limited to acting as an agent on behalf of the Travel Provider of the Travel Service.

D.1.3 In addition to these Booking Conditions, the terms and conditions of the Travel Provider will also apply to your booking.

D.2 Booking fee

D.2.1 We may charge a booking fee for arranging for you to purchase the Individual Travel Services from the Travel Provider. If a booking fee is charged, it will be included in the prices we quote to you, and it will be shown in the price breakdown within your Booking Confirmation Documents.

D.2.2 You agree that by making a booking with the Travel Provider, through us, you are under an obligation to pay us the booking fee.

D.3 Cancellation and amendment of bookings by you

D.3.1 The provisions of Section A.5 and A.6 shall apply to your Individual Travel Service booking.

D.4 Cancellation and amendments of bookings by the Travel Provider

D.4.1 In the rare cases that a Travel Provider cancels or amends your booking after you have purchased it, or after your booking has been accepted, you will be notified by the Travel Provider, or WTL acting on the Travel Provider's behalf. We may also use reasonable endeavours to assist you in getting a refund or changing your dates. However, WTL will not be responsible for providing you with a refund, price reduction, alternative arrangements, compensation or any costs associated with an amendment or cancellation by the Travel Provider.

D.5 Our liability to you

D.5.1 Our responsibility is to exercise reasonable skill and care in arranging for you to enter into a contract with the relevant Travel Provider (including air carrier of air transport, accommodation owner/provider, car hire provider) of the services you book, but we do not have any responsibility for the operation of the service itself. We shall have no duties to you concerning the actual performance of the booking. We shall have no liability to you for any loss, damage, cost, expense or otherwise which you suffer and which arises out of the failure to perform or the improper performance of the booking, except where death or personal injury has been caused by our negligence.

- D.5.2 We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the Travel Service. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the Travel Service you have booked with us.
- D.5.3 Please note, with the exception of flight-only bookings which may be ATOL protected under our ATOL Licence 6795, in the unlikely event of our collapse / insolvency, any money you have paid us for any other Travel Services is not protected by a scheme of financial protection.