

Booking Terms & Conditions

These Booking Conditions, together with our Privacy Policy and, where your itinerary is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us, Worldwide Escapes Limited, a company registered in the England and Wales with company number 04736762 and registered office address of No 1 Glasshouse –Lg1, Alderley Park, Alderley Edge, Cheshire, England SK10 4TG (“we”, “us”, “our”). Please read these Booking Conditions 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.

References to “Travel Arrangement(s)” in these Booking Conditions are to the accommodation, flights, transport, activities, excursions and other services we may offer at any given time. References to “Supplier/Principal” means the third party supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, car hire companies, airlines, tour operators and attraction providers.

Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with; we advise you to read both carefully prior to booking. The Supplier/Principal’s terms and conditions may limit and/or exclude the Supplier/Principal’s liability to you.

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 resident in the United Kingdom 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.

Please Note: We act as an agent in respect of all bookings we take and/or make on your behalf.

However, we may on occasion combine Travel Arrangements in such a way to create a package (“**Multi-Contract Package**”) and in doing so, accept the capacity for such bookings as a Package Organiser (please see condition 17 for further details). We may also act as an Agent for other tour operators selling Package Holidays (“**Pre-Packaged Holiday(s)**”) or as Agent in the facilitation of single element bookings (i.e. accommodation only booking) (“**Single Service**”). As a result, our obligations to you will vary depending upon whether you book a Multi-Contract Package with us or whether we act as Agent in the facilitation of Pre-Packaged Holidays or Single Service bookings for yourself. We have set out our differing obligations below:

1. Section A contains the conditions that will apply to all bookings you make with us;
2. Section B contains the conditions which will apply when you make a Multi-Contract Package with us where we act as the Package Organiser; and
3. Section C contains the conditions which will apply where we act as Agent in the facilitation of Pre-package Holiday or Single Service bookings.

SECTION A – APPLICABLE TO ALL BOOKINGS

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

1. Your Contract & Payment

A booking is made when you pay us the applicable deposit (or full payment if you are booking after the balance due date and you will be informed of this at the time of booking) due at the time of booking and we issue you with a booking confirmation on behalf of the Supplier/Principal(s). We reserve the right to return your deposit and decline to issue a booking confirmation at ours or the Supplier/Principal’s absolute discretion. A binding contract will come into existence between you and the Supplier/Principal as soon as we have issued you with a booking confirmation, which will also confirm the details of your booking.

If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate.

Upon receipt, if you believe that any details on the booking confirmation, your ATOL Certificate 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 or the Supplier/Principal are not notified of any inaccuracies in any document within 24 hours of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due no later than the balance due date which we will inform you at the time of booking. If we do not receive this balance in full and on time, the Supplier/Principal may treat this as a cancellation of your booking and in which case, the cancellation charges set out in either Section B or Section C below, as applicable, will become payable.

2. Accuracy Of Advertising Material

We endeavour to ensure that the descriptions, information and prices both on our website and in our advertising material 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.

3. Insurance

Adequate travel insurance is a condition of your contract with the Supplier/Principal. 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. Details of a policy suitable to cover the arrangements you book are available by contacting Bloom Insurance, at bc@bloominsurance.co.uk

0333 0504031. If you choose to travel without adequate insurance cover, we nor the Supplier/Principal will be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions, we nor the Supplier/Principal can accept liability or pay any 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 the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to 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 or the supplier(s) concerned's control.

5. 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. We will pass on all such requests to the Supplier/Principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

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/Principal 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 by us and/or the Supplier/Principal. We, nor the Supplier/Principal accept bookings that are conditional upon any special request being met.

6. 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.

7. Cutting Your Booking Short

If you choose to return home early for reasons outside services you have booked it is unlikely there will be any refund the cost of any travel arrangements you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided, the Supplier/Principal (or ourselves) 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.

8. Accommodation Ratings & Standards

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

9. Disabilities & Medical Problems

We, nor the Supplier/Principal are a specialist disabled travel business, 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 booking, please provide us with full details before you make your booking so that we can try to advise you and confirm with the Supplier/Principal as to the suitability of your chosen arrangements. We and/or the Supplier/Principal may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen booking.

Acting reasonably, if we or the Supplier/Principal are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking (or confirm your booking on the Supplier/Principal's behalf where applicable). If you did not give us full details at the time of booking, we will be required to inform the Supplier/Principal who may cancel your booking. Where this occurs, applicable cancellation charges may be incurred by yourself.

10. Your Responsibilities

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, the opinion of the Supplier/Principal 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/ the Supplier/Principal reserve the right to terminate your booking with us immediately.

In the event of such termination our or the Supplier/Principal's 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. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements 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.

11. Excursions

Please note that we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

12. Entry, Passport, Visa & Immigration Requirements & 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, ETIAS for EU travel or ETA for UK travel.

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.

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

13. Delays, Missed Transport Arrangements & other Travel Information

If you or any member of your party misses 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 some laws, 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 relevant body – i.e. the UK Civil Aviation Authority at 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 condition 4 (Events Beyond Our Control) 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 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.

If you have booked connected flights to a destination, you must travel in the order of which you have booked. If you miss a flight, you will be marked as a no show for the connected flight and we will not be able to compensate you.

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 within the UK.

This 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.

14. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. 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 us or the supplier concerned.

15. Law & Jurisdiction

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your itinerary, will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply.

16. ABTA

We are a Member of ABTA, membership number J9943. We are obliged to maintain a high standard of service to you 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 can't 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 or you can contact ABTA, 30 Park Street, London SE1 9EQ.

SECTION B: MULTI-CONTRACT PACKAGE BOOKINGS

This section only applies to Multi-Contract Packages booked with us, where we are acting as the Package Organiser (please see condition 17 below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

17. Definition Of A Multi-Contract Package

Where your booking is for a Multi-Contract Package that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Conditions.

A "Multi-Contract Package" exists where we have combined two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

IMPORTANT NOTE: Please note that:

- a. where you have booked a Multi-Contract Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Multi-Contract Package where the tourist services:
 - do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the Multi-Contract Package; or
 - are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Conditions for the terms applicable to such arrangements.

Please note, where you have booked a Pre-Package Holiday with us, this will be combined by a tour operator and we will merely be facilitating the booking (as agent, not as package organiser) between yourself and the tour operator. For such bookings, please see Section C of these Booking Conditions for the terms applicable to such bookings.

18. Pricing Of Multi-Contract Packages

We reserve the right to amend the price of unsold Multi-Contract Packages at any time and correct errors in the prices of confirmed Multi-Contract Packages. We also reserve the right to increase the price of confirmed Multi-Contract Packages solely to allow for increases which are a direct consequence of 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 chargeable for services applicable to the itinerary imposed by third parties not directly involved in the performance of the itinerary, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25. However, please note that travel arrangements are not always purchased in local currency and some

apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed itinerary within 20 days of your departure nor will refunds be paid during this period.

19. If You Change Or Transfer Your Multi-Contract Packages

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing by emailing info@worldwideescapes.co.uk 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 amendment fee of £25 per person per change, as well as any costs and charges 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 20.

Transfers of Multi-Contract Package Booking:

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

- that person is introduced by you and satisfies all the conditions applicable to the itinerary;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- 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 condition 20 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements which make up your Multi-Contract Package 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 Multi-Contract Package in addition to the charge above.

20. If You Cancel Your Multi-Contract Package

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing by emailing info@worldwideescapes.co.uk as soon as possible. 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

Period before departure date within which written notification is received at our offices	Cancellation Charge
More than 56 days prior to departure	Loss of deposit
Between 55-43 days prior to departure	50% of total Multi-Contract Package cost
Between 42-22 days prior to departure	70% of total Multi-Contract Package cost
Between 21 – 14 days	90% of total Multi-Contract Package cost
13 days or less	100% of total Multi-Contract Package cost

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.

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

Cancellation By You Due To Unavoidable & Extraordinary Circumstances:

You may terminate the package travel contract applicable to your holiday 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 condition.

For the purposes of this condition, "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 condition 20 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.

21. If We Change Or Cancel Your Multi-Contract Package

As we plan your 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 Multi-Contract Package, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return date by less than 12 hours, change of accommodation to another of the same or higher standard.

Occasionally we may have to make a significant change to your Multi-Contract Package. 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.
- (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 significant change to your itinerary, missing out one or more destination entirely.
- (e) A change of UK departure airport except between:
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham and East Midlands
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside
 - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

Cancellation: We will not cancel your Multi-Package Contract less than 56 days before your departure date, except for Events Beyond Our Control or failure by you to pay the final balance. We may cancel your Multi-Contract Package after 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 (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 offered.

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 Multi-Contract Packages is available and/or we do not offer one.

Period before departure in which we notify you	Amount you will receive from us (per person)* (excluding infants)
More than 56 days	£NIL
Between 14 days and 56 days	£25.00
Less than 14 days	£50.00

***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 30 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 (see condition 4).

If we become unable to provide a significant proportion of the arrangements 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.

22. Our Responsibility For Your Multi-Contract Package

- (1) 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 the travel services specifically 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) 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.
- (3) 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 acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions 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 condition 4).
- (4) **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
 - (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 is 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 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.

- (5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your holiday you may be entitled to an appropriate price 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 any such price reduction or compensation in respect of any claim for damages or compensation whatsoever 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
- (6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.
- (8) 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;
 - (b) relate to any business;
 - (c) indirect or consequential loss of any kind.
- (9) 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. 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.
- (10) Where it is impossible for you to return to your departure point as per the agreed return date of your holiday, 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 condition, "unavoidable and extraordinary circumstances" may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

23. Prompt Assistance For Multi-Contract Packages

If, whilst you are taking part in your Multi-Contract Package, 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 travel 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.

24. Insolvency Protection For Multi-Contract Packages & Flight Only

We provide financial security for flight-inclusive Multi Contract Packages, and ATOL protected flights (flight only) by way of our Air Travel Organiser's Licence number 10587 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product 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. 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.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk. You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

If you book arrangements other than a Multi-Contract Package or flight only from us, your monies will not be financially protected. Please ask us for further details

25. Complaints for Multi-Contract Bookings

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 help@worldwideescapes.co.uk.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by email, ideally 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 condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see condition 16 for further detail.

SECTION C: AGENCY BOOKINGS

This section applies to bookings we make for you when acting as agent whether a Single Service or Pre-Package Holiday. Please read this section in conjunction with Section A of these Booking Conditions.

26. Your Contract With The Supplier/Principal

Where we act as Agent, we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/airline/cruise company/accommodation provider) of your chosen travel arrangements, as specified in your confirmation invoice.

As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The Supplier/Principal's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

27. Payment

If you have paid a deposit, you must pay full balance by the balance due date notified you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

28. Changes & Cancellations by You

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements.

The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £25 per booking for any amendments to bookings and an administration fee of £25 for cancellations or as otherwise set out in the Service Charges table below. We will notify you of the exact charges at the time of amendment or cancellation.

29. Changes & Cancellations By The Supplier/Principal

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed travel arrangements or to cancel them. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

30. Our Responsibility For Your Booking

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the travel arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the travel arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

31. Complaints

Because the contract for your travel arrangements is between you and the Supplier/Principal, any queries or concerns about your arrangements should be addressed to them. If you have a problem with your travel arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the Supplier/Principal, however we are happy to send such correspondence onto them on your behalf. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly.