

# **General Terms and Conditions of Journaway Ltd.**

## **1. Scope of application**

These General Terms and Conditions together with our Privacy Policy and where your holiday 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 Journaway Ltd registered in England with Company Number 14888499 and registered office address 8th Floor Becket House, 36 Old Jewry, London, United Kingdom, EC2R 8DD ('journaway', 'we', 'us', 'our'). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "customer", "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.

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

1. he/she has read these General Terms and Conditions and has the authority to and does agree to be bound by them;
2. 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);
3. 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;
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## **2. Conclusion of the travel contract and travel documents**

- 2.1. A booking is made with us when you send us a booking request and we issue you with a booking confirmation. We reserve the right to decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking or your travel agent. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document we send you are wrong, you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document.
- 2.2. When booking through an agent, normally you will make your payment directly to Journaway. However, any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently

accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

- 2.3. For all online bookings, the following applies regarding the conclusion of the contract: The online booking process is explained to the Customer on the booking interface of journaway's website. During the booking process, the Customer can amend, correct or reset their details at any time. An option to reset the entire online booking form is also available, and its use is explained. The Customer is directed through the process by clicking through to a page where they can enter their details and then select a payment method. If the Customer wishes to cancel the booking process entirely, they can simply close the browser window. Otherwise, they can complete the booking registration. By clicking the 'Book with payment obligation' button, the Customer submits a booking request, which results in a payment obligation. After doing so, no further changes can be made to the Customer's personal information or data (names or dates of birth) without incurring amendment charges. Therefore, you should ensure that all information is entered correctly before submitting the booking request. Upon receipt of the registration, the Customer will receive an acknowledgment of receipt in writing (e.g. via e-mail). This acknowledgment does not constitute acceptance of the booking request but merely confirms its receipt.
- 2.4. You should immediately check all the travel documents for accuracy, including the correct spelling of names, the travel dates, destination(s) and other details, and promptly inform journaway of any errors. Incorrectly spelled names, in particular, may result in refusal of carriage by the respective airline or problems with entry into the country of destination.

### **3. Payment**

- 3.1. **After we send the booking confirmation and the ATOL certificate, the final balance will become payable. This must be paid no later than 56 days before departure.**
- 3.2. If payments due on the trip price are not received in full and on time, we reserve the right to treat your booking as cancelled by you.

### **4. Accuracy**

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

### **5. Pricing**

- 5.1. **journaway reserves the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price stated in the booking confirmation after the contract has been concluded 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 holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

- (iii) the exchange rates relevant to the package.

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 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. 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 holiday within 20 days of your departure nor will refunds be paid during this period.

## **6. Cutting Your Holiday Short**

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

## **7. If You Change Your Booking & Transfers of Bookings**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing by email 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 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 8.

### Transfer of 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:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, as well as any additional fees, charges or other costs arising from the transfer; and

- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition [x] 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 may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 8. If you Cancel your Booking Before Departure

- 8.1. **The Customer may withdraw from the trip at any time before the start of the trip. If you decide to cancel you must notify us in writing by email to [uk@journaway.com](mailto:uk@journaway.com), or via the cancellation link included in the booking confirmation e-mail. 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.**
- 8.2. 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.
- 8.3. The following cancellation charges apply **only to bookings made under the Flex Fare**. Bookings made under any other fare types, including 'Smart Price', are excluded from the cancellation terms set out in this clause and may be subject to different or higher charges in accordance with clause 8.5.

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

Period before departure in which you notify us	Cancellation Charge
Up to 56 days before the start of the trip:	None
From the 56th to the 30th day before the start of the trip:	35%
From the 29th to the 22nd day before the start of the trip:	45%
From the 21st to the 15th day before the start of the trip	60%
From the 14th to the 7th day before the start of the trip:	70%
From the 6th to the 1st day before the start of the trip:	90%

- 8.4. Please note that insurance premiums and amendments charges are not refundable in any circumstances.
- 8.5. **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. This is more likely to be the case if you book a product marked 'Smart Price'.**

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

**8.7. 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 clause.

For the purposes of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

- 8.8. This condition 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**9. Travel insurance**

We strongly recommend that you take out adequate travel insurance before you travel. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

**10. If Journaway Changes or Cancels your Booking**

- 10.1. As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.
- 10.2. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include changes to flight times by up to 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.
- 10.3. Occasionally we may have to make a significant change to your confirmed arrangements. Examples of what might be “significant changes” dependent upon the details of your booking 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 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
- (e) A significant change to your itinerary.

Cancellation: We will not cancel your travel arrangements less than 56 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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

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

#### 10.5. Compensation

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

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

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

**\*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 56 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;

- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (please see condition 11).

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.

## **11. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as 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.

## **12. Special Requests**

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

## **13. Disabilities & Medical Problems**

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

## **14. Complaints**

- 14.1. 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 [uk@journaway.com](mailto:uk@journaway.com).
- 14.2. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, 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.

## **15. Your Behaviour**

- 15.1. All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other 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.
- 15.2. 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.

## **16. Our Responsibilities**

- 16.1. 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 booking confirmation, travel documents 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 booking confirmation, travel documents and the information we provided to you regarding the services prior to booking.
- 16.2. 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.



- 16.3. 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 11).
- 16.4. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims 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.
- 16.5. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the booking confirmation, travel documents 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.

- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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 clause, "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.

## **17. Excursions**

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

## **18. Insolvency Protection**

- 18.1. We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 12793, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).
- 18.2. 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](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.
- 18.3. 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 (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).
- 18.4. 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## **19. Passport, Visa & Immigration Requirements and Health Formalities**

- 19.1. 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.
- 19.2. Such information which you may need to check includes (but is not limited to) passport requirements including how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel, and/or ETIAS for EU travel.
- 19.3. 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 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;
- own doctor.

19.4. 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.

19.5. 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.

## **20. Conditions of Suppliers**

20.1. Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## **21. Prompt Assistance**

21.1. If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative 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.

## **22. Delays, Missed Transport Arrangements & Other Travel Information**

22.1. 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.

22.2. Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you

do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

- 22.3. We cannot accept liability for any delay which is due to any of the reasons set out in condition 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).
- 22.4. 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.
- 22.5. 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.
- 22.6. This website/brochure is our responsibility, as your tour operator. It is not issued on behalf of and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.
- 22.7. The Customer is responsible for ensuring that they arrive at the point of departure on time for the start of the package trip, particularly when travelling to the point of departure independently by means of flights they have booked themselves. When booking independently arranged travel services or flights, it is recommended to plan in a significant amount of time for unexpected delays and arrive at the airport at least three hours before departure to comfortably complete check-in, pass security and/or complete health screenings. Similarly, when independently booking connecting flights, the Customer should plan in a substantial amount of time for unexpected delays, and, where possible, should select a fare that allows for free or low-cost rebooking at any time.

## **23. Special Offers**

- 23.1 Where we offer a '2-for-1' deal, this means that two people may travel together, but only the price for one is charged. This offer only applies to travel packages explicitly marked as '2-for-1'.
- 23.2 The offer is only valid within the defined offer period, ie. the period which we state that the offer is open. Availability is limited and bookings will be taken on a 'first come, first served' basis. We reserve the right to end the offer period early if the allocation is filled and we run out of availability.
- 23.3 Special offers are valid for new bookings made directly with Journaway only, and may not be applied to previously made existing bookings. The offer cannot be combined with any other discount, vouchers, promotions, or offers.
- 23.4 The '2-for-1' offer only applies to 2 persons travelling together sharing a double occupancy room. The offer will not apply to requests for single or triple rooms. In some circumstances

- 23.5 The price of the '2-for-1' offer is based upon Journaway's standard variable pricing. The price may vary at any time before bookings, and the dates to which the '2-for-1' offer applies may also vary. Journaway does not guarantee that the '2-for-1' offer will be available on any specific date.
- 23.6 The '2-for-1' offer price is based on standard services, and shall not apply to any updated accommodation, travel or other service classes. Additional services (such as upgrades or optional excursions) shall not be discounted. Only those services set out within the travel itinerary are included.
- 23.7 Journaway's standard payment and cancellation terms apply. In the event of cancellation or rebooking, the offer may lapse. In the event of partial cancellation (one person deciding not to travel), the price for the remaining traveller shall remain unchanged.

## **24. Law and Jurisdiction**

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

## **25. 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.