

PACKAGE HOLIDAYS BOOKING CONDITIONS

YOUR PACKAGE HOLIDAY BOOKING IS WITH Go Travel Ltd trading as Cultural Breaks

1. YOUR HOLIDAY BOOKING:

A booking will exist as soon as we issue our confirmation receipt/invoice. This booking is made on the terms of these booking conditions. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2. WHO ARE WE:

Cultural Breaks is a trading name of Go Travel Ltd registered in England & Wales, registered office number 3825421 of 8-10 High Street, Chislehurst, Kent, BR7 5AN.

These Booking Conditions, together with our privacy policy, terms of business and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Go Travel Ltd.

3. BOOKING DETAILS:

When a booking is made all details will be read back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking.

4. PAYMENT:

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we may cancel your booking and charge the cancellation fees set out in these Booking Conditions.

5. AMENDMENTS BY YOU:

If, after our confirmation receipt/invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25 per person per change, and any further cost we incur in making this alteration. 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. Note: Certain travel arrangements may

not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

6. CANCELLATION BY YOU:

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure in which you notify us	Cancellation charge
More than 70 days	Deposit only
70 to 15 days	75% of holiday cost
Less than 14 days	100% of holiday cost

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

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

7. AMENDMENTS BY US:

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund:
 1. we will provide a full refund of your holiday.
 2. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

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

Period before departure in which you notify you	Amount you will receive from us
More than 70 days	Nil
70 - 15 days	£20 per person
Less than 14 day	£40 per person

8. CANCELLATION BY US:

We reserve the right to cancel your booking. We will not cancel less than 30 days before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us
More than 70 days	Nil
70 - 15 days	£20 per person
Less than 14 day	£40 per person

This does not exclude you from claiming more if you are entitled to do so.

9. SPECIAL REQUESTS:

When you book with us, you may wish to make a special request on your booking, for example if you would like a low floor room or vegetarian meals. We will do our best to pass these on to your tour operator for you, however, please bear in mind that these are subject to availability and are not guaranteed, unless we let you know in writing that they are available.

10. SPECIAL NEEDS / CUSTOMERS WITH DISABILITIES:

If you or any member of your party have any medical condition or disability that means you need special travel, accommodation or dietary arrangements, please telephone us before you book a holiday. We can then check with the supplier of your travel arrangement to see whether they can meet these needs.

11. OUR LIABILITY TO YOU:

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- The contractual terms of the companies that provide the travel services that makes up your package. These terms are incorporated into this booking; and
- Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be

paid under these or any conventions. Copies of these can be made available on request.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire clause 11 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

12. FINANCIAL PROTECTION:

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number 6928 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 OYR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we 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 (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.

2. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA - The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

13. ABTA:

We are a Member of ABTA, membership number W8624. 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. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

14. COMPLAINTS:

If you have a complaint about any of the services included in your holiday, you must inform your tour manager or call our office +44 (0) 20 8828 3688 without undue delay who will endeavour to put things right.

If your complaint is not resolved locally, you must follow this up within 28 days of your return home to our Customer Services Department by either email to admin@CulturalBreaks.com or in writing to:

Cultural Breaks
8-10 High Street
Chislehurst
Kent
BR7 5AN

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. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 13 above on ABTA.

15. INSURANCE:

Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

16. YOUR BEHAVIOUR

All guests travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. 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 of our other guests 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 arrangements 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 service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. 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.

17. DELIVERY OF DOCUMENTS:

All documents (e.g. invoices/Insurance policies) that require to be posted will be sent to you by Second Class post. Tickets are normally despatched 14 days before date of departure and will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to additional charges

18. TICKET ON DEPARTURE:

If you have booked close to the departure date, often tickets cannot be sent out to you by post in time. Instead they can be collected from the appropriate ticket desk at the airport or meeting point. Charges

may occur for tickets on departure, however this depends upon the travel supplier, therefore you will be notified at the time of booking. You will need your booking reference as stated on the receipt or given to you when you book to be able to collect your tickets at the airport or meeting point.

19. ADDITIONAL ASSISTANCE:

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

20. PASSPORTS & VISAS:

We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. You can find out more information about **British Embassies** here: www.gov.uk/government/world/embassies.

21. HEALTH

Some destinations have particular health requirements. For medical advice regarding your holiday destination or journey, including vaccinations, you should contact your general practitioner. Please do so well in advance of your departure so you can arrange to have any necessary (or recommended) immunisations in good time.

travel
aware
gov.uk/travelaware

For the latest travel advice from the **Foreign and Commonwealth Office** check travelaware.campaign.gov.uk There you will find advice for the country(s) you wish to travel to, sign up for email alerts and check off the things you should do before travelling abroad.

22. EXCURSIONS:

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by 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.

FROM 1 DECEMBER 2018

