

InsideAsia Tours is a trading name of Inside Travel Group Limited. The following booking conditions form the basis of your contract with Inside Travel Group Limited (company no. 4094031). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the holiday arrangements which you book with us prior to departure and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “tour”, “trip”, “holiday” or “arrangements” mean such holiday arrangements unless otherwise stated and references to “departure” mean the start date of your holiday with us.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means Inside Travel Group Limited.

## Contents

1. Making your booking .....	2
2. Payment .....	2
3. Your contract.....	2
4. The cost of your holiday.....	2
5. Special requests and medical conditions / disabilities / reduced mobility.....	3
6. Changes by you .....	3
7. Cancellation by you.....	4
8. Insurance.....	4
9. Changes and cancellation by us .....	4
10. Force Majeure.....	5
11. Our Liability to you.....	5
12. Complaints and problems .....	6
13. Behaviour and damage .....	7
14. Conditions of suppliers. ....	7
15. Excursions, activities and general area information.....	7
16. Passports, visas and health requirements .....	7
17. Foreign, Commonwealth and Development Office Advice .....	7
18. Financial security.....	8
19. Flights.....	8
20. Brochure / website / advertising material accuracy.....	9
21. Safety standards.....	9

## 1. Making your booking

To make a booking, you must complete our booking form or use our online client portal to submit your details. The booking form must be signed by the first named person on the booking ("party leader") to confirm your acceptance of our booking conditions. If you use our online client portal, the party leader must tick the appropriate box to confirm this acceptance. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By signing the booking form or ticking the appropriate box on our client portal to confirm acceptance of our booking conditions, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us and must be at least 18 when the booking is made.

If you choose not to submit your details using our online client portal, the completed signed booking form must then be returned to us by post, e-mail or fax together with the payments referred to in clause 2 below.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation. This confirmation will be sent to the party leader or your travel agent. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check this confirmation and the accompanying pro-forma invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, pro-forma invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) **providing you do so to [info@insideasiatours.com](mailto:info@insideasiatours.com)**

## 2. Payment

In order to confirm your chosen holiday, the applicable per person deposit (or full payment if booking within 60 days of departure) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 60 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

## 3. Your contract

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader or your travel agent. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must 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 must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 4. The cost of your holiday

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

# TERMS AND CONDITIONS

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only change it in the event that local sales or consumption tax changes or is introduced after your booking is confirmed. We will not change the price of a confirmed booking in any other circumstances.

Even in the above situation, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 8% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 9 "Changes and Cancellations by us".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either

## 5. Special requests and medical conditions / disabilities / reduced mobility

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you have any medical condition or disability which may affect your holiday or suffer from reduced mobility or have any special requirements as a result of any medical condition, disability or reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability or your mobility occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday or reduction in your mobility develops after your booking has been confirmed.

## 6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers will be payable. Certain changes may be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply – you will be advised at the time you make your request where applicable. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

If you are prevented from travelling (for example, as a result of your own illness or injury or the serious illness or injury of a close family member), you may transfer your place on your booking to someone else (introduced by you) providing we are notified not less than 2 weeks before departure. All costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

## 7. Cancellation by you

Should you need to cancel your holiday once it has been confirmed, the party leader (or the person(s) concerned in the event of a part cancellation) must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Notification may be given by e-mail. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges. Amendment charges are not refundable in the event of cancellation.

No. of days before Tour start date	Cancellation fee as a % of Tour price
More than 60 days	Deposit
40 days to 60 days	30% of the Price *
15 days to 39 days	60% of the Price *
6 Days to 14 Days	75% of the Price *
No show to 5 Days	100% of the Price

\* Or Deposit - whichever is the greater amount.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

A partial cancellation of a booking may result in our having to recalculate the price payable by those still travelling.

See clause 6 “Changes by you” if you are prevented from travelling.

## 8. Insurance

You are recommended to take out adequate and appropriate travel insurance for your holiday. You must as a minimum have insurance cover for medical expenses (including medical repatriation).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

## 9. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings.

Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 60 days before departure.

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. A minor change is any other change. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward international flight departure time of 12 or more hours or of departure airport for your international flight to one which is more inconvenient for you (where your holiday includes international flights) or, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

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

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will

# TERMS AND CONDITIONS

offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or

- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 19 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

If we have to make a significant change or cancel we will, where appropriate, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Please also see clause 19 "Delay and Denied Boarding Regulations".

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

## 10. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemic, closure of airports or airspace and all similar events outside our control.

## 11. Our Liability to you

(a) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

**We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:**

- (i) the act(s) and/or omission(s) of the person(s) affected or
- (ii) any member(s) of their party or the act(s) and/ or
- (iii) omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 10 above

# TERMS AND CONDITIONS

(2) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 15 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided

(3) in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(4) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1000 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol where applicable) and COTIF, the Convention on International Travel by Rail). Please note; where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(6) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self-employed loss of earnings.

## 12. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. If you cannot contact our local representative for any reason and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 30 days of your return home giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in

accordance with this clause. In the unlikely event of our being unable to reach an amicable resolution of any complaint, you may use the AITO dispute resolution service which provides a simple and inexpensive method of arbitration on documents alone. Full details are available on request. Alternatively, the European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

### 13. Behaviour and damage

You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### 14. Conditions of suppliers.

Most 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. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 11(4)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

### 15. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the areas you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/ other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the areas you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

### 16. Passports, visas and health requirements

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

### 17. Foreign, Commonwealth and Development Office Advice

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website <https://www.gov.uk/foreign-travel-advice> which you are recommended to consult before booking and in good time

before departure. We act in accordance with this advice and will cancel your holiday where, at the time of travel, the FCDO advises against all travel or all but essential travel to the country or region you are visiting and we are unable to offer suitable alternative arrangements which are acceptable to you.

## 18. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9419). When you buy an ATOL protected flight or a flight inclusive holiday\* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

\*The air inclusive holidays and flights we arrange are ATOL protected providing they are made available in the UK. For further information, visit the ATOL website at <https://www.caa.co.uk/atol-protection/>

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.

Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Inside Travel Group Limited (5233) and in the event of their insolvency, protection is provided for:

- Non-flight package bookings sold by Inside Travel Group Limited (Company No. 04094031) as Principal in the contract with the customer / consumer.
- Flight inclusive package bookings commencing outside of the United Kingdom and sold to customers / consumers outside of the United Kingdom by Inside Travel Group Limited (Company No. 04094031) as Principal in the contract with the customer / consumer.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Inside Travel Group Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/madeFlights>

## 19. Flights

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en)

We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of



# TERMS AND CONDITIONS

which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 “Changes and cancellation by us” will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 4 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## **Delay and Denied Boarding Regulations**

In the event of any flight delay or cancellation at your international point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11(2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you.

All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel 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 have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – Referring Your Complaint to the CAA .

## **20. Brochure / website / advertising material accuracy**

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us [or your travel agent] at the time of booking.

## **21. Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

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