

- (iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation.
- (iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.
- (v) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday.
- (vi) It should be noted that our acceptance of liability in paragraphs (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below entitled "Complaints".
- (vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

### 9. Suppliers' Conditions/Conditions of Carriage

The suppliers of your holiday will have their own booking conditions or conditions of carriage and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier.

### 10. Flights

Flight timings are set by the airline and are subject to air traffic control restrictions, weather conditions etc. We cannot guarantee that flights will leave at the times shown in our literature or on tickets and we cannot be held liable for any delay which occurs.

### 11. Your Responsibilities

- (i) While on holiday any damage to property shall be the liability of yourself. You will be liable for full cost of repairs or replacement.
- (ii) You must report promptly at the stated times for all transport arrangements and ensure that you have all necessary travel tickets and documents, including passports, visas and any health certificates required. We will have no responsibility to you if you cannot gain access to any country because you do not have the appropriate travel tickets and documents.

### 12. Complaints

If you feel it necessary to complain about any aspect of your holiday during your stay, it is essential that this is brought to the immediate attention of the hotel so that remedial action may be taken where possible. If your complaint cannot be resolved locally, please inform the hotel and contact your booking agent accordingly and follow up in writing on your return from holiday within 28 days. If you fail to follow this procedure, the Company will not accept responsibility for any claim as we have been deprived of the opportunity to investigate and rectify the problem. If we cannot settle your complaint amicably, it may if you wish be referred to arbitration.

The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone With restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within twelve months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

### 13. Prompt assistance in resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### 14. Passport, Visa and Immigration Requirements

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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

### 15. 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.

### 16. Data Protection

- (a) You and the individuals you are booking for understand and agree that we will:
  - (i) disclose information about you, and the individuals in your group to computerized reservation systems and other distribution technology systems, to airlines and other Suppliers;
  - (ii) keep information about you and the individuals in your group only for so long as is appropriate for the purposes of this Agreement or as required by applicable law; and
  - (iii) undertake all the above both within and outside the European Union. This includes processing the information in the United States of America and other countries outside the European Union in which data protection laws are not as comprehensive as the European Union. However, we undertake that we have and will implement appropriate measures designed to ensure information about you and the individuals in your group will have the same protection in the United States of America and the other countries outside the European Union as such information would have within the European Union.
- (b) Should you require bookings, payments, delivery of itineraries to be made over the Internet, then it is your responsibility that these transmissions will be conducted via the Internet. We will use reasonable efforts to ensure the security of this data; however, we will not be held liable for any interception of such data.
- (c) To the extent that we collect any passenger data on behalf of air carriers or other vessels for purposes of meeting governmental requirements (such as the United States' Advance Passenger Information System requirements) and notwithstanding anything to the contrary, you hereby waive and release any and all obligations and liabilities of us, expressed or implied, arising by law or otherwise, related to such activities. Without limiting the generality of the foregoing, you acknowledge that we will not be liable if we are supplied with incorrect data regarding a traveler's residence in the United States or a traveler changes his or her plans without informing us.