



CUSTOMER BOOKING CONDITIONS

June 2026

These Customer booking conditions are effective from 04/06/2026

These Booking Conditions, together with the Important Information below and our privacy policy at <https://www.travelinnovationgroup.com/privacy/> set out the terms of your booking with us. They are referred to in this document as the 'Booking Conditions'.

'We', 'Us', 'Our', 'Aviate', means Aviate Management Limited, trading as Voyage Store, of Chester House, Lloyd Drive, Cheshire Oaks Business Park, Cheshire, CH65 9HQ a company registered in England and Wales under company number 6745115.

'Agency' means the agent through whom your booking with Aviate is made. References to 'you' and 'your' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Please read these Booking Conditions carefully as they set out our respective rights and obligations and all bookings are accepted by us subject to these Booking Conditions. You should ask your booking agent for further clarification if anything is unclear.

Our obligations to you will vary depending upon whether we act as a package organiser in the sale of a Package Holiday as defined in Section B clause 18 below; or as an agent for a single-element booking (eg. individual flight only, accommodation only or other separate travel arrangements). Our differing obligations are set out below, in three separate sections:

- Section A contains the conditions which will apply to all bookings.
- Section B contains the conditions which will apply when you make a booking with us where we act as the package organiser.
- Section C contains the conditions which will apply where we are acting as an agent on behalf of a supplier.

SECTION A – APPLICABLE TO ALL BOOKINGS

1. MAKING A BOOKING

When you make a booking, you confirm that you have the authority to accept and do accept these conditions on your behalf and on behalf of all members of your party and further, that you are responsible for all payments due from every member of your party. It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers is passed on to all members of your party.

By making a booking, you agree on behalf of all persons detailed on the booking that:

- You have read these Booking Conditions and have the authority to and does agree to be bound by them;
- You are over 18 years of age and where placing an order for services with age restrictions declare that all members of the party are of the appropriate age to purchase those services.

When you make your booking, you must pay the relevant deposit as specified at the time of booking.

No contract will come into existence until we accept your booking and we receive your deposit (or full payment) in cleared funds and we issue you with a confirmation invoice either on behalf of ourselves, Aviate, or the supplier.

Please check that all names, dates, timings and information are correct on receipt of all documents and advise us or your Agency of any errors immediately, as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies immediately. Please ensure that the names given are the same as the 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. The information may therefore be provided to public authorities such as customs or immigration. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

2. FCDO ADVICE

Please note that the Foreign, Commonwealth & Development Office (FCDO) currently advises against all but essential travel to a number of overseas destinations. However, many of these destinations remain open and welcoming to UK tourists and flights to and from these destinations continue to operate.

If you book a holiday with us, you confirm that you have checked, understand and accept the FCDO travel advice relating to your chosen destination.

Cancellation – the following clauses are in addition to our standard cancellation terms and charges:

Where you are choosing to travel to a destination which is subject to an FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges as shown elsewhere in these booking conditions – you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

Where your chosen destination is not subject to an FCDO advisory against non-essential travel at the time of booking but subsequently becomes subject to an FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges, as you made your booking with full knowledge of the risks of travelling.

3. PAYMENT

You will be required to pay a deposit or make full payment for your booking at the time of booking. In some cases, should a supplier require early payment then we may require an interim deposit of an amount determined at the time.

Where you pay a deposit and or interim 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, the booking will

be cancelled and you will be subject to the cancellation charges as set out in Sections B or C below, as applicable.

4. ACCURACY

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

5. GROUPS

Please refer to the specific Group Terms and Conditions given to you when making a booking. These are applicable in addition to these general Booking Conditions.

6. CONDITIONS OF SUPPLIERS

Most of the services which make up your travel 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 these terms and conditions are available on request from us or the supplier concerned and may include Virgin Voyages' own terms and conditions and any supplementary amendment, cancellation & administration charges we make you aware of.

Specific Terms relating towards Virgin Voyages VoyageFair Choices

These should be read in conjunction with other elements of these Booking Conditions.

For all new Virgin Voyages bookings made on or after 7 October 2025, the fare selected at the time of booking may affect the level of flexibility offered by Virgin Voyages in relation to cancellation, amendments, name changes and date changes.

Virgin Voyages currently offers the following fare types for Sea Terrace category cabins and below:

- Base Fare / Lock It In Fare
- Essential Fare
- Premium Fare
- RockStar and Mega RockStar fares

The features and flexibility associated with these fares are determined solely by Virgin Voyages and may be changed by them at any time.

Where Virgin Voyages permits changes, amendments, date changes or name changes under the selected fare type, any such request made through Voyage Store shall remain subject to these Booking Terms & Conditions, including any amendment fees, administration charges, supplier charges and notice periods set out by Voyage Store.

For the avoidance of doubt, Voyage Store's amendment and administration terms will always take precedence over any greater flexibility or waiver offered directly by Virgin Voyages. Examples include (without limitation):

- where Virgin Voyages allows a free date change, Voyage Store may still apply its standard amendment fee;
- where Virgin Voyages permits a name change, Voyage Store may still charge an administration fee for processing that change;
- where Virgin Voyages permits cancellation with Future Voyage Credit, Voyage Store's cancellation charges and amendment terms will still apply.

The current Virgin Voyages fare conditions are summarised below:

Base Fare / Lock It In

These fares are non-refundable and do not permit voyage date changes or name changes.

Essential Fare

Virgin Voyages may allow:

- date changes up to 45 days before departure;
- changes to additional passengers only (the lead passenger cannot be changed);
- Future Voyage Credit in certain cancellation scenarios.

Premium Fare, RockStar and Mega RockStar Virgin Voyages may allow:

- date changes up to 45 days before departure;
- changes to any passenger name up to 48 hours before departure;
- transfer of value to Future Voyage Credit in accordance with Virgin Voyages' policies.

Any rights described above are subject to:

- i. Virgin Voyages' own terms and conditions;
- ii. supplier availability;
- iii. any increase in fare or additional supplier charges;
- iv. Voyage Store's own amendment, cancellation and administration charges.

Voyage Store does not guarantee that any amendment permitted by Virgin Voyages can be processed without additional cost.

Where a booking forms part of a package including other travel arrangements, such as flights, hotels, transfers or other ancillary services, those elements may be subject to separate supplier terms and may not permit name changes, date changes or other amendments at all.

In such cases, even where Virgin Voyages would permit the requested change under the selected fare type, Voyage Store may be unable to process the amendment if any other component of the package cannot be changed.

Where a supplier of any other package element does permit a change, all charges imposed by that supplier (including any fare difference) will be payable by the customer in addition to Voyage Store's own amendment and administration fees.

Customers are responsible for ensuring they understand the fare selected at the time of booking and the applicable flexibility attached to that fare.

7. ACCOMMODATION RATINGS AND STANDARDS

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

Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

8. FLIGHTS

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. In accordance with UK Regulations we are required to advise you of the carrier(s) (or, if the 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 shall inform you of the identity of the actual carrier(s) after we become aware of this.

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. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund from us.

If your itinerary includes flights on more than one airline, we recommend you check the individual conditions of carriage for each carrier.

9. INSURANCE

Adequate travel insurance is a condition of booking via us and it is almost certainly a requirement of our suppliers, partners and other businesses we work with. As such, you must take out a policy of insurance 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. Failure to disclose relevant information will likely affect your insurance. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in

10. PASSPORTS, VISAS AND HEALTH

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your Package. Where you book anything other than a Package from us, we are not required to provide such information but choose to provide this information on a complimentary basis. Regardless of what you purchase however, it is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

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

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such a body would be relevant to yourself.

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

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure which may provide limited medical treatment in most EEA countries. However, such cover may be extremely limited and for emergency purposes only. Nevertheless, all passengers to any destination should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa and immigration requirements or health and safety 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 and immigration requirements or health and safety formalities.

11. FITNESS TO TRAVEL AND MEDICAL CONDITIONS

If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide us with full details so that we can advise as to the suitability of the chosen arrangements. In any event, we must be given full details in writing at the time of booking. If we / the airline / other supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

12. SPECIAL REQUESTS

If you have any special request, including but not limited to: seat and meal requests, room/cabon type, airport assistance or other general requests, you must advise us at the time of booking.

Although we will endeavour to pass any reasonable requests on to the airline or relevant supplier as applicable, we regret we cannot guarantee any request will be met. Failure to meet any special request will not otherwise be a breach of contract. Confirmation that a special request has been noted or passed on 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.

13. BEHAVIOUR

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 or the Supplier (as applicable) reserve the right to terminate your booking with us immediately. In the event of such termination our or the Supplier (as applicable) 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 nor the Supplier shall have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and payment of 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 and/or Supplier 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.

14. FINANCIAL PROTECTION

Flight Packages

We provide financial security for flight-inclusive Packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 10232, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those

circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Non Flight Packages

We provide full financial protection for our Package, by way of a bond held by ABTA – see below.

If you book arrangements other than Package from us, your monies will not be financially protected by us. Please ask us for further details.

15. ABTA MEMBERSHIP

We are a Member of ABTA, membership numbers T6301. 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 at www.abta.com or on request from us.

16. EVENTS BEYOND OUR CONTROL

Except where otherwise expressly stated in these Booking Conditions, we nor our suppliers can accept liability or pay any compensation if either of 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.

17. LAW AND JURISDICTION

These terms and conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales. You may

however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

18. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for travel businesses to provide personal information about all travellers to the Authorities prior to travellers arriving at the destination. The data will be collected either at the time of or after a booking is made, most likely by the Supplier/Principal or us. Where we collect this data, we will treat it in accordance with our Privacy Policy.

SECTION B - PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.

19. DEFINITION OF PACKAGE

A "Package Holiday" exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:

- (a) transport;
- (b) accommodation;
- (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package Holiday.

Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel and Arrangements Regulations 2018.

Flight inclusive Package Holidays will include ATOL protection. You will receive an ATOL Certificate which lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

20. PRICING

When you book a Package Holiday with us, you must pay either a deposit, or the full balance of the total advertised price if booking within 20 weeks of departure. Where you pay only a deposit at the time of booking, full payment is due no later than 140 days prior to departure.

Occasionally some of the Package Holidays we offer are based on promotional fares or include special offers at hotels where it is necessary to issue the air tickets or pay the hotel special offer in part or in full at the time of booking, and where those suppliers concerned have booking conditions different to ours. In these circumstances the deposit payment will be the selling value of the air tickets issued and/or the pre-payment amount required for the special offer. If this applies to your booking you will be advised at the time you are quoted what the variable deposit will be for your booking. The deposit will be non-refundable in the event of cancellation.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. The price of your confirmed Package Holiday is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), operators and any other transport provider; and to

changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price.

If this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. 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. 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. 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.

21. CHANGES BY YOU

If you wish to change any part of your Package Holiday after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking, which in most circumstances will be you. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £75 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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.

You may transfer your Package to a person satisfying all the conditions of the travel arrangements (the transferee) on the condition that we are notified in writing no less than 7 days prior to the start of the Package. Both you and the Transferee will be jointly and severally responsible for the costs we incur in arranging the transfer.

Note 1: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

Note 2: Please also see Clause 6 for Virgin Voyages specific terms on matters including cancellation.

22. IF YOU CANCEL

If you or any other member of your party decides to cancel your confirmed Package Holiday you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email (when you receive an email response confirmation from us). Since we incur costs in cancelling your arrangements, you will have to pay the applicable

cancellation charges up to the maximum shown in the table below (the cancellation charge detailed is calculated on the basis of the total cost payable by the person cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person to whom they apply cancelling).

Period before departure within which notice of cancellation by you is received	Amount of cancellation charge
More than 140 days	Loss of deposit (including any additional payment requirements)
Less than 140 days	100% of total holiday price

Please note that certain arrangements, particularly flights, 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.

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

In the event of circumstances both unavoidable and extraordinary occurring at or in the vicinity of your destination which would lead to significant alteration to the package so as to justify cancellation, you may do so without paying termination fee. Please note there will be no entitlement to compensation in such circumstances.

Cancellation By You Due To Unavoidable & Extraordinary Circumstances:

You may terminate the Package travel contract 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 Package 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. In order to rely on this clause you must be able to show that, based on information available at the time of cancellation, there was no reasonable possibility of your Package going ahead (either at all or without being significantly affected).

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

This clause 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.

23. IF WE MAKE A CHANGE OR CANCEL YOUR PACKAGE HOLIDAY

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. However, we will not cancel your travel arrangements less than 140 days before your departure date, except for unavoidable and extraordinary reasons or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of “minor changes” include the following when made before departure:

- Any change in the advertised identity of the carrier(s) or aircraft type
- A change of outward departure time or overall length of your Package Holiday of twelve hours or less.
- A change of accommodation to another of the same or higher standard or classification.

Occasionally we may have to make a major change to your Package Holiday. We will only do so if we are constrained by circumstances beyond our control or find that we are no longer able to fulfil any special requirements that you have requested and that we have agreed to provide. Examples of “major changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A significant change to your itinerary, missing out one or more destinations entirely.

If we have to make a major change or cancel for any reason including Force Majeure, 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 (for major changes):

- Accepting the changed arrangements;
- A refund of all monies paid or;
- Accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

We reserve the right to cancel your Package Holiday if the number of persons enrolled for the Package is smaller than the minimum stated in the contract on written notice at least 20 days prior to the start of a trip lasting more than 6 days, at least 7 days prior to the start of a trip lasting between 2 and 6 days and in all other cases at least 48 hours before the start of the Package. We

may also cancel your Package holiday if we are prevented from performing the contract due to unavoidable and extraordinary circumstances and notify you without undue delay prior to the start of the trip. In such circumstances you will be entitled to a full refund of payments made for the package within 14 days of cancellation however compensation will not be payable.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. In no case will we pay compensation.

The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

24. OUR RESPONSIBILITIES TO YOU IN RESPECT OF PACKAGE HOLIDAYS

- i. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.
- ii. 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.
- iii. 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:
 - the acts and/or omissions of the person affected; or
 - 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
 - Events Beyond Our Control (as defined above).
- iv. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - 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.
 - 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.

- Claims in respect of international travel by sea and rail, or any stay in a hotel:
- v. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which 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.
 - vi. 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.
 - vii. 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.
 - viii. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the [confirmation invoice and the information we provided to you regarding the services prior to booking] and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package 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 Package. 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
 - ix. 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.
 - x. 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.

- xi. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- 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;
 - relate to any business;
 - indirect or consequential loss of any kind.
- xii. 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.
- xiii. Where it is impossible for you to return to your departure point as per the agreed return date of your Package, 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 Package. For the purposes of this condition, “unavoidable and extraordinary circumstances” may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

25. DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRAVEL INFORMATION

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under 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. 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.

26. COMPLAINTS

If you have a problem whilst on holiday, this must be reported to the service provider or our local representative immediately. You must, as a strict condition of your booking, obtain a written record of your complaint from the service provider or their representative at the time the issue arose.

If you fail to follow this procedure the service provider will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us, giving your booking reference and all other relevant information.

SECTION C – AGENCY BOOKINGS

This section applies to all single element bookings (including but not limited to accommodation only or flight only bookings). Please read this section in conjunction with Section A of these Booking Conditions.

27. YOUR CONTRACT

Occasionally we will advertised products for sale which have been organised by other suppliers. We take bookings for such products in our role as an agent on behalf of the supplier in question. Where we are acting as an agent you will not be entering into a contract with us for the products and we will not be providing the products in question. Instead, any booking you make will be with the relevant travel service provider.

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

28. CHANGES BY YOU

Any cancellation or amendment request must be sent to us in writing, by email or post, and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition, we may ask you to pay an administration fee of £75 per person for any amendments. You will be notified of the exact charges at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

Please note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

29. IF YOU CANCEL

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email (when you receive an email response confirmation from us). Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below (the cancellation charge detailed is

calculated on the basis of the total cost payable by the person cancelling, excluding insurance premiums and amendment charges which are not refundable in the event of the person to whom they apply cancelling).

Period before departure within which notice of cancellation by you is received	Amount of cancellation charge
More than 140 days	Loss of deposit (including any additional payment requirements)
Less than 140 days	100% of total holiday price

Please note that certain arrangements, particularly flights, 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.

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

30. CHANGES OR CANCELLATIONS BY THE SUPPLIER

We will inform you of any changes or cancellations made by the supplier as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

31. PAYMENT

If you have paid 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 will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. In this event we will also charge you an administration fee of £75. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

32. OUR RESPONSIBILITY FOR YOUR BOOKING

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

33. COMPLAINTS

Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the representative / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details in any confirmation documents we send you. Please contact your us for any assistance with this.

End of Booking Conditions

IMPORTANT INFORMATION

This is the Important Information that applies to your booking with Aviate Management. Please read this information in conjunction with our Booking Conditions and the full terms and conditions of our third party suppliers - copies of which are available on request from us or the supplier concerned.

PASSPORTS AND VISAS

You will need to ensure that everybody travelling with the group has a full and valid passport. It is important to remember that infants are no longer able to travel on parents/guardians passports. Passports must generally be valid for 6 months from date of travel and can take between 4-6 weeks to be processed, so please ensure your party is up to speed well in advance of departure.

VISAs may be needed when visiting a destination. As such, it is worth contacting the consulate/embassy of the country to which you are traveling in good time to ensure compliance (charges may be applicable). It is the responsibility of the individual that all documentation is in order prior to departure.

It is important to remember that all passport, visa and immigration requirements are your responsibility. Please contact the relevant consulate/embassy for more information. You will be responsible for any fines/penalties which are incurred as a result of a failure to supply any required travel documents imposed on either you or Aviate, who you agree to reimburse in such instances. We may ask for personal details if required to do so by the authorities or by law.

HEALTH

You may need vaccinations before departure. As such, please contact your GP and/or a Travel Health Clinic at your earliest opportunity, at least 4-6 weeks prior to departure. You can obtain health information from the Foreign and Commonwealth Office, www.fco.gov.uk/travel.

Please ensure that you have adequate insurance in place before departure and acquire clearance from a doctor if pregnant or suffering from an applicable preexisting medical condition.

TICKETS AND DOCUMENTS

You must check your travel documentation carefully as soon as you receive them and urgently contact us if there are any discrepancies with your planned booking. This is especially important with flight tickets given that times can vary between confirmation of booking and receipt of ticket.

Please note that flight tickets are non-refundable and non-transferable and you must check-in between 2-3 hours before the scheduled time of your departure. Please check your confirmation documents carefully and follow the instructions.

VOUCHERS

Some accommodation, car hire, transfers, attraction tickets or other ground services booked through us will require a voucher for exchange. This will be dispatched to you prior to travel and must be taken with you.

Failure to present the relevant voucher in resort may result in additional payment being required and Aviate will not accept responsibility for failure to present the correct paperwork when requested.

WEATHER

We know that the weather probably plays a big part of in your choice of holiday. Please note that any temperatures/rainfall figures we may provide are only guides. Please ensure that you take sensible precautions to protect yourself from the sun/heat and pack appropriately.

LUGGAGE ALLOWANCE

We recommend that you confirm the baggage allowance with the airline or helicopter operator directly before you fly. Excess baggage is charged at the airline's own rates.

PRE-SEATING ON AIRCRAFT

Please note that pre-assigned seats cannot be guaranteed and do not constitute a term of your contract with us. All airlines operate a no smoking policy on their aircraft.

EXCURSIONS AND ACTIVITIES

During the course of your stay you may decide to go on excursions operated by other companies. We cannot accept responsibility for, or guarantee your safety during, these excursions. If you do decide to go on any excursion/take part in any activity, you must ensure that your insurance covers you adequately and some excursions may require doctor's notes prior to participation.

ACCOMMODATION

Aviate Management and any third party accommodation supplier reserve the right to substitute hotels of equal or superior standard when necessary. In hotels where complimentary breakfast is included in the room rate, no refund will be given if this service is not used by the client.

Single, double, twin, triple and quad rooms refers to the number of adults in any room not the amount of beds.

Please note that resort fees and city tourist taxes are now charged by hotels in some areas. These charges are determined by the hotel or city councils and are subject to change beyond our control.

Please note that accommodation deposits may be required to be made by either credit card or in cash upon check-in.

Descriptions of accommodations and its facilities (paid or complimentary) are given as requested at time of booking. These may be subject to change prior to departure or removed outside of our control. Aviate Management cannot accept responsibility for any changes made after booking.

Some hotels have certain restrictions, for example a need to be over the age of 18 at the time of arrival. As such, please ensure that you review the policy of the relevant accommodation prior to booking.

Check-in/out times vary, but are usually 15:00 for check-in and 10:00 for checkout. If you require your room for longer please contact us and we will attempt to make further arrangements. Please note that this may not be possible and additional charges may be payable.

If you have special requirements relating to a disability please contact us as soon as possible in order to make the necessary arrangements, we will do everything in our power to ensure that you get the most out of your booking. Applicable information regarding accommodation is given at the time of booking, however it is always best to check with us directly before completing your booking. We take no responsibility for the presence of lifeguards - please take reasonable precautions and use the swimming pools at your own risk.

Parents should inspect and satisfy themselves as to the suitability of any cots supplied by the hotel before use and all rooms are non-smoking, as are all public areas with the hotel.

Ratings are general guidelines, especially given that standards vary from country to country and resort to resort. As such, we provide no guarantee as to the accuracy of the ratings supplied.

The exotic locations which we offer often attract the local wildlife. The hotels work hard to reduce the impact of the native wildlife upon your holiday. However, there may be times during your stay when insects, reptiles and rodents may be present. The occurrence of such creatures is common in such climates and is not indicative of poor hotel standards.

CAR HIRE INFORMATION

Booking car hire prior to departure can give you greater freedom to explore and make your journey stress free. However, please ensure that you meet the requirements of the individual car hire company prior to booking. There are often limits regarding age, experience and your driving record may be considered. Please make sure you have the rental voucher and a credit card in the name of the lead driver for deposits prior to collecting your vehicle. A deposit must be made by way of credit card and payment may be made by either debit or credit card. Any payment by credit card for services outside of the EEA may be subject to 2% charge on the total cost of the hire plus any extras.

Rental vehicles are classified in to groups by way of size and specification. As such, you will be allocated a vehicle within the classification that you ordered. If you are in an accident or breakdown you must call the hire company straight away, the number will be provided to you upon collection. If you are in an accident you must also notify the local police.

In terms of insurance, as standard you will be provided with collision damage waiver, third party insurance and theft protection insurance included in the quoted price. You may consider that you

require more extensive insurance, such cover is your responsibility and you will be responsible for any additional costs incurred plus any other fees/taxes.

Optional extras such as (but not limited to) roadside assistance plus (RAP), fuel service option, personal accident insurance (PAI) & vehicle upgrades, may be offered locally upon collection of your rental. Details of these costs will show on your rental agreement. By signing this document you accept the associated charges and applicable taxes. Should you not wish to purchase any of these optional extras, please advise your rental location upon collection of your vehicle. We regret we are unable to refund any optional extras purchased locally where the rental agreement has been signed to accept such charges.

Any special request items such as roof racks or child seats are subject to availability and may incur a small local charge. Please note that fuel is not included in the quoted price.

There may be cancellation fees for amendments/cancellations and you will be requested to provide your outbound flight number more than 7 days prior to collection, failure to do this may result in delays and unnecessary complications. If we are not supplied with the correct flight information in good time and as a result, the car rental supplier does not have a car for your collection at the time specified in your booking, neither we nor the supplier has any liability to you. Please note that if your flight is delayed you may incur additional charges for waiting time.

Please check the vehicle before acceptance for any damage and do not exceed the permitted number of passengers and ensure you bring your original licence. No refunds will be available if you fail to bring the correct documentation. Finally, when driving abroad, please remain vigilant regarding toll requirements. You will be responsible for these and it is often easier to pay as you go. Do not cross international borders without the prior consent of the hire company.