

1. These terms

1.1 What these terms cover. These are the terms and conditions which govern your Single Travel Arrangement or Package Holiday booking with us.

1.2 Definitions. In these terms, the following terms have the following meanings:

(a) "Single Travel Arrangement" means the booking of a single travel service, whether that is flight only, accommodation only or any other individual travel service that we feature on our website;

(b) "Package Holiday", a Package Holiday" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday, which is organised by us:

(i) carriage of passengers;

(ii) accommodation;

(iii) rental of cars, motor vehicles or motorcycles (in certain circumstances); or

(iv) any other tourist service not intrinsically part of one of the above travel services, provided that those travel services are purchased together and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

You will know when you have booked a Package Holiday as we will be named as the package organiser on the confirmation invoice and where your Package Holiday includes a flight, we will be shown as the ATOL Holder on the ATOL Certificate.

(c) "We", "Us", "Our", means Lusso Travel Limited as defined in clause 2.1;

(d) "You" mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

1.3 Why you should read them. Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide Single Travel Arrangements or Package Holidays to you, how you and we may change or end the booking, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Lusso Travel Limited a company registered in England and Wales. Our company registration number is 06915677 and our registered office is at The Glasshouse, Alderley Park, Cheshire, SK10 4TG. Our registered VAT number is 979 8758 17.

2.2 How to contact us. You can contact us by telephone on +44 (0)1625 591116 or by writing to us at enquiries@lussotravel.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Your booking

3.1 When you make a booking with us, the first named person on the booking agrees on behalf of all persons named on the booking that he/she:

(a) has read these terms and has the authority to and does agree to be bound by them;

(b) consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

(c) is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;

(d) accepts financial responsibility for payment of the booking on behalf of all persons named on the booking.

4. Your contract

4.1 How we will accept your booking. Our acceptance of your booking will take place when we send you or the agent you have made your booking with a booking confirmation email that will confirm the details of your booking. If your confirmed booking includes a flight, we will also issue you with an ATOL Certificate.

4.2 Your contract – flight only bookings, where the place of flight departure and arrival is within the UK. If you make a booking of a flight only, where the place of flight departure and arrival is within the UK, we will arrange for you to enter into a contract with the supplier of the flights in question. Your booking with us is subject to these terms and the specific terms and conditions of the relevant flight supplier you contract with.

4.3 Your contract – all other bookings. For all other Single Travel Arrangement and Package Holiday bookings, a contract will come into existence between you and us, governed by these terms, at the point we issue your booking confirmation to you or the agent you have made your booking with.

4.4 Your responsibility to check your documents. It is your responsibility to check the booking confirmation, ATOL Certificate and any other documents we send you carefully and to let us know immediately in the event of any error or inaccuracy, as it may not be possible to make changes later. Please ensure that the names on the booking confirmation exactly match the names as spelt in your passport (including all middle names).

4.5 If we cannot accept your booking. If we are unable to accept your booking, we will inform you of this in writing and will not charge you. If you have already made payment, we will refund this to you. This might be because the Single Travel Arrangement or Package Holiday is no longer available, or because we have identified an error in the price or description of the Single Travel Arrangement or Package Holiday.

4.6 Your booking reference. We will assign a reference number to your booking and tell you what it is when we confirm your booking. It will help us if you can tell us the booking reference whenever you contact us about your booking.

5. Price and Payment

5.1 Where to find the price. The price of your Single Travel Arrangement or Package Holiday (which includes VAT) will be the price indicated on the booking pages when you placed your booking. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 5.2 for what happens if we discover an error in the price of the Single Travel Arrangement or Package Holiday you booked.

5.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Single Travel Arrangements or

Package Holidays we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the Single Travel Arrangement or Package Holiday's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the contract and refund you any sums you have paid.

5.3 How to make payment. We accept all methods of payment. Cheques should be made payable to Lusso Travel Ltd. Details for bank transfers are available upon request.

5.4 When you must pay. When you must pay depends on when you booked, and the type of Single Travel Arrangement or Package Holiday you have booked:

(a) In order to make a booking with us, you must pay a deposit at the time of booking. The amount of deposit you pay will vary depending on the type of service you book and will be advised to you at the time of booking. Our minimum deposit amount is £250 per person or 5% of the cost of your Single Travel Arrangement or Package Holiday, whichever is the greater amount. Higher deposits may be required during peak periods and/or where prepayments to suppliers are necessary. Some airlines require tickets to be issued at the time of booking, in which case the deposit will be at least the full cost of the ticket and may not be refundable or transferable.

(b) If you have paid a deposit, the balance of the cost of your booking is payable not less than 8 weeks before departure, unless you are informed otherwise at the time of booking. If you fail to pay the balance by the due date, we are entitled to assume that you wish to cancel your booking, in which case the cancellation charges set out in clause 7.2 will become payable.

(c) If you make a booking within 8 weeks of your departure date, you must make payment of the full cost of your Single Travel Arrangement or Package Holiday at the time of booking.

5.5 Local charges not included in the price. The price of your Single Travel Arrangement or Package Holiday includes all government taxes as applicable at the time of booking that do not have to be paid locally. Those that have to be paid locally by you are extra and are your responsibility (such as international airport departure tax or local resort taxes). You will be advised of the amount of any such local charges where known by us before your booking is confirmed.

6. Your rights to make changes to your confirmed Single Travel Arrangement or Package Holiday

6.1 How to request a change. If, after we have issued you with a booking confirmation, you wish to make a change to the Single Travel Arrangement or Package Holiday you have booked, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of your booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change (such as an increased price) are unacceptable to you, you may want to cancel your booking (see clause 7).

6.2 Our amendment fee. Where your requested change can be met, you must pay all costs and charges incurred or imposed by any of our suppliers together with an amendment fee of £25 per change per booking before the change can be made.

6.3 Not all arrangements can be amended. Please note that certain arrangements within your booking (such as flights) cannot be changed or transferred after they have been confirmed and any change could incur a cancellation charge of up to 100% of that part of the arrangements and require you to re-book.

6.4 If you have booked a Package Holiday, your right to transfer your Package Holiday to another person. You have the right to transfer your place on your Package Holiday to another person (introduced by you), subject to compliance with the following conditions:

(a) the person to whom you are transferring your place satisfies all conditions applicable to the Package Holiday;

(b) requests for a transfer must be made to us in writing at least 7 days before the start of your Package Holiday and must be accompanied by the name and other applicable details of the person who will replace you;

(c) if the balance of the Package Holiday cost is due but has not been paid when the transfer request is made, this must be paid before the transfer can be made. Any additional payment amount that our suppliers require to effect the change (if the transfer can be made) will be payable. Please note, in some cases suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges must be paid by you before any change can be made;

(d) the transferee agrees to these terms.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, you can choose to cancel your booking and the cancellation charges as set out in clause 7.2 will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.

7. If you wish to cancel your confirmed Single Travel Arrangement or Package Holiday

7.1 Your right to cancel your booking. You may cancel your confirmed booking at any time prior to departure. Should you wish to do so, you must contact us in writing, using the contact details at clause 2.2. Such notification will only be effective on receipt by us. Cancellation charges will apply (as set out at clause 7.2 unless you are otherwise advised at the time of booking), subject to clause 8.10. In calculating the cancellation charges at clause 7.2, we have taken account of expected cost savings and the generation of income from alternative deployment of the travel arrangements included in your booking, to the extent this is likely to be achievable. For some bookings, including those for which full payment is required at the time of booking, 100% cancellation charges apply from confirmation of your booking. 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 visa charges and amendment charges which are not refundable.

7.2 Cancellation charges.

Days before departure when notice of cancellation is received by us	Amount of cancellation charges as a % of the total booking cost
More than 56 days	Deposit only
56 – 43 days	50%
42 – 22 days	70%
21 – 14 days	90%
13 – 0 days	100%

*Please note that in the event we have to postpone your Single Travel Arrangement or Package Holiday due to Events Beyond our Control, your original departure date shall apply for the purposes of calculating any cancellation charges in accordance with this clause 7.2. Please see clause 8.10 for further information.

7.3 If you have booked a Package Holiday, where you choose to cancel your Package Holiday due to unavoidable and extraordinary circumstances. If you have booked a Package Holiday, cancellation charges will not be applicable in the event that unavoidable and extraordinary circumstances occur in the place of destination of your Package Holiday or its immediate vicinity which significantly affect the performance of your Package Holiday or the carriage of passengers to that destination and as a result you notify us in writing

prior to departure that you wish to cancel your Package Holiday. In this situation, we will refund all monies you have paid to us within 14 days of the date you notify us in writing of your cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office (FCDO) advises against travel to your destination or its immediate vicinity and only where you are due to travel to the affected destination imminently. For the purposes of this clause 7.3, “unavoidable and extraordinary circumstances” means 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 to the travel destination.

7.4 No cooling off period. Please note that you do not have a legal right to change your mind and cancel your booking within 14 days and receive a refund. This right, under the Consumer Contracts Regulations 2013, does not apply to Single Travel Arrangements or Package Holidays.

7.5 How to contact us if you wish to cancel. To cancel your confirmed booking, please let us know by doing one of the following:

(a) Phone or email. Call customer services on 01625 591116 or email us at enquiries@lussotravel.com. Please provide your name, home address, booking reference number and, where available, your phone number and email address.

(b) By post. Writing to us at our offices at The Glasshouse, Alderley Park, Cheshire, SK10 4TG, confirming you wish to cancel and including your booking reference number and your name and address.

7.6 How we will refund you. Where a refund is due to you, we will pay it to you either directly or via your travel agent, less the applicable cancellation charge.

7.7 When your refund will be made. We will make any refunds due to you as soon as possible, but in any event within 14 days of your telling us you wish to cancel your booking.

7.8 If you return home early or make changes after the commencement of your booking. If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your Single Travel Arrangement or Package Holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided we will not offer you any refund for that part of your booking not completed, or be liable for any associated costs you may incur. If you decide to alter your booking whilst abroad this is your own responsibility and we will not be responsible for any extras or difficulties that may arise with onward travel as a result of such alterations. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

8. Our rights to make changes or cancel your confirmed Single Travel Arrangement or Package Holiday

8.1 Very occasionally, we may have to make a change to your confirmed Single Travel Arrangement or Package Holiday booking or cancel it altogether – and we reserve the right to do so.

8.2 Minor changes to your booking. Most changes will be minor and we have the right to make these. Where we become aware of a minor change to your booking before departure, we will try to notify you in writing should there be time to do so. We do not have to pay you any compensation where the change to your booking is minor. Minor changes are likely to include (but are not limited to):

(a) changes to any destination, place of stay or port or place of call in your itinerary which is not a major, confirmed destination, place of stay or port or place of call;

(b) a change of outward departure time or overall length of your booking by less than 12 hours;

(c) change of accommodation to another of the same or higher standard;

(d) changes to aircraft type or carrier/airline.

8.3 Significant changes to your booking. Occasionally, we may have to make a significant change to or cancel your confirmed booking. Examples of “significant changes” include the following, when made before departure:

(a) a change of accommodation area for the whole or a significant part of your time away;

(b) a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;

(c) a change of outward departure time or overall length of your booking by more than 12 hours;

(d) a significant change to your itinerary, missing out one or more destinations entirely;

8.4 If we make a significant change. If we have to make a significant change to your confirmed booking, we will provide you with the following information in writing as soon as possible:

(a) the proposed changes to your booking and any impact they have on the price;

(b) in the event that you do not wish to accept the changes, details of any substitute arrangements we are able to offer (if any), including the price. Where the substitute arrangements are a lower standard or cost, you will be entitled to a refund of the difference in price;

(c) your entitlement to cancel your booking and receive a full refund if you do not want to accept the proposed change or any substitute arrangements offered; and

(d) the period within which you must inform us of your decision and what will happen if you don't do so. If you choose to cancel your booking, we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us.

8.5 If we have to cancel your booking. We have the right to terminate your confirmed booking in the following circumstances:

(a) we are prevented from performing your contracted arrangements as a result of Events Beyond our Control (as defined in clause 12) and we notify you of this as soon as reasonably possible; or

(b) in the case of Package Holidays, if we have to cancel because the number of persons who have booked the holiday on which you are travelling is smaller than the minimum number applicable to the holiday as stated in the contract and you are notified of the cancellation within the timescales stipulated at clause 8.7;

(c) if we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, in accordance with clause 5.2; or

(d) we cancel due to your failure to pay the balance of the cost of your booking on time.

8.6 If we cancel your booking. If we have to cancel your confirmed booking, we will provide you with the following information in writing as soon as possible:

(a) details of any substitute arrangements we are able to offer (if any), including the price. Where the substitute arrangements are a lower standard or cost, you will be entitled to a refund of the difference in price;

(b) whether you are entitled to receive a full refund if you do not want to accept the substitute arrangements offered; and

(c) the period within which you must inform us of your decision and

what will happen if you don't do so. If you choose to a refund, we will refund all payments you have made to us as soon as possible. If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us as soon as possible.

8.7 Cancellation of a Package Holiday due to failure to reach minimum numbers. Where we cancel your confirmed Package Holiday due to a failure to reach the minimum numbers required for that particular Package Holiday, we will notify you no later than:

- (a) in the case of trips lasting more than 6 days, 20 days before the start of the Package Holiday;
- (b) in the case of trips lasting between 2 and 6 days, 7 days before the start of the Package Holiday;
- (c) in the case of trips lasting less than 2 days, 48 hours before the start of the Package Holiday.

8.8 Compensation for the cancellation of Package Holiday bookings. In addition to a full refund of all monies paid by you, if you have booked a Package Holiday we will pay you compensation as detailed in the table below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed holiday arrangements and cancel your booking; or
- (b) If we cancel your Package Holiday booking (other than in the circumstances set out in clause 8.5) and no substitute holidays are available, or you choose not to accept the substitute holidays offered to you.

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

Period before departure in which we notify you	Amount you will receive from us*
More than 56 days	Nil
56 – 43 days	£20
42 – 22 days	£30
21 – 14 days	£40
13 – 0 days	£50

*We will not pay you compensation in the following circumstances:

- (a) where the change to your Package Holiday is minor;
- (b) where we make a significant change or cancel your Package Holiday more than 56 days before the departure/start date;
- (c) where we make a significant change and you accept the changed Package Holiday or you accept an offer of a substitute Package Holiday;
- (d) where we have to cancel your Package Holiday as a result of your failure to make full payment on time;
- (e) where the change or cancellation arises out of changes to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your Package Holiday due to Events Beyond our Control (as defined in clause 12).

8.9 Post-departure changes to Package Holiday bookings. If you have booked a Package Holiday and we become unable to provide a significant proportion of the Package Holiday that you have booked after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

8.10 Postponement of your booking. Please note that where we have to postpone or otherwise cancel your Single Travel Arrangement or Package Holiday and re-book you on to a later date due to Events Beyond Our Control, this will not be a new booking contract with us but an amendment of your existing booking contract with us (unless we expressly say otherwise). As such, all payment, cancellation and other

terms remain the same. This means that for the purposes of payment of the balance due date, payment will be required not less than 8 weeks prior to the original scheduled departure date, and cancellation charges will apply based on your original departure date, not the new date.

9. Your responsibilities

9.1 Travel insurance. You must purchase adequate travel insurance for your Single Travel Arrangement or Package Holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs, ensuring it covers all the activities you plan to undertake (including, for example, any activities considered hazardous (scuba diving, etc) and travel in light or single-engine aircraft) and protects you against cancellation, medical and repatriation expenses and personal liability claims. Please note that the majority of insurance policies will exclude any undisclosed pre-existing conditions, medical or otherwise, and we advise you where you have any doubt to check with your insurer prior to booking. If you wish to arrange additional activities while you are away, please check your cover before doing so. Please read your policy details carefully and take them with you. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

9.2 Travel advice. For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice and <https://travellaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

9.3 Behaviour. You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the relevant 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 because 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.

9.4 Passports & Visas. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up-to-date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Please note that in certain circumstances (including but not limited to in the event of any epidemic or pandemic), entry restrictions can be imposed at a destination with little or no notice and which may affect your ability to travel to or enter the destination. You must ensure you have sufficient travel insurance to cover any losses you incur as a

result, including cancellation charges, as we will not be liable to you for any losses you incur in these circumstances.

10. If there is a problem whilst you're away

10.1 How to tell us if you have a problem. If you have a complaint about your Single Travel Arrangement or Package Holiday, you must tell the relevant supplier straight away. You must also tell our local representative or agent on site immediately (if available) who will endeavour to put things right. If your complaint is not resolved locally, please contact us by telephoning our 24 Hour Emergency Telephone Number +44 (0) 1625 800 321. That number will put you in contact with one of our employees who will take all reasonable steps to help you. Please note that failure to follow this procedure may affect your rights under this contract and reduce or extinguish any claim against us or our suppliers as we will have been denied the opportunity to investigate and rectify the problem and/or take steps to reduce or entirely prevent any loss or damage being suffered.

10.2 If you are still unhappy after you've returned from your Single Travel Arrangement or Package Holiday. If you have a complaint or claim that you wish to pursue, please write to us within 28 days of your return, giving your booking reference and all other relevant supporting information. Your complaint or claim will be investigated, and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks.

10.3 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, as part of our membership of ABTA, please see clause 18 or contact us for further information.

11. Our responsibilities to you.

Our responsibilities to you will differ, depending on the type of booking you have made with us, as set out below:

11.1 Flight only bookings, where the place of flight departure and arrival is within the UK:

In respect of the sale of flight only arrangements, where the place of flight departure and arrival is within the UK, we act as agent. We accept no liability in relation to any contract you enter into or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any such booking. For all such flights, your contract will be with the supplier of the flights in question. When making your booking we will arrange for you to enter into a contract with the applicable flight supplier(s) and your booking with us is subject to the specific booking conditions of the relevant flight supplier(s) you contract with. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

11.2 Concierge service and locally booked excursions

(a) Concierge Service Post booking we are also able to offer a concierge reservation service for certain experiences and activities for which you pay locally. In respect of this service we act only as a booking agent for the operator of the experience concerned. Your contract will therefore be with the local operator which provides it and it does not form part of your contracted holiday arrangements with us. The contract will be subject to the local operator's terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law and jurisdiction. We accept no liability for any breach of contract or negligent act or omission of any excursion/activity provider.

(b) Local Excursions Whilst you are away on holiday you may opt to buy optional excursions and activities. These are provided by independent local companies, which are neither owned nor controlled by us, and for whom we act only as an agent (if we make a booking for you). If

you decide to buy an excursion or activity, your contract will be made with the local company which provides it and it will not form part of your contracted holiday arrangements with us. The contract will be subject to the excursion/activity provider's terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law and jurisdiction. We accept no liability for any breach of contract or negligent act or omission of any excursion/activity provider. Certain excursions and local activities may carry additional risk and you are advised to check that you are covered by your travel insurance policy before booking any excursion or activity.

11.3 All other Single Travel Arrangement bookings:

For all other Single Travel Arrangement bookings, we have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of your Single Travel Arrangement booking, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

11.4 Package Holiday bookings:

(a) We are responsible to you for the proper provision of your Package Holiday. We will accept responsibility for your Package Holiday as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out in this clause 11.4. This means that we are responsible for the proper provision of the travel services included in your Package Holiday, as set out in the booking confirmation. Subject to these terms, if we or any of the suppliers we have engaged to provide the travel services making up your Package Holiday, negligently provide those travel services and we don't remedy or resolve your complaint within a reasonable period of time, and this affects the enjoyment of your Package Holiday, you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your Package Holiday. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these terms and the extent to which ours or our employees' or the supplier's negligence affected the overall enjoyment of your Package Holiday. Please note that it is your responsibility to show that we or the suppliers have been negligent if you wish to make a claim against us.

(b) What we will not be responsible for. We will not be responsible for any injury, illness, death, loss (including loss of possessions or enjoyment), damage, expense, cost or other sum or claim of any nature whatsoever which results from:

- (i) the act(s) and/or omission(s) of the person(s) affected; or
- (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your Package Holiday and which were unforeseeable or unavoidable;
- (iii) Events Beyond our Control (as defined in clause 12).
- (iv) We cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities that your hotel, cruise provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website as forming part of your Package Holiday and we have not agreed to arrange them as part of our contract, and any excursion/activities you purchase while away.
- (v) We cannot accept any liability for any damage, loss, 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 reasonably have foreseen you would suffer or incur if we breached our contract with you, or 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 expenses or losses that relate to or arise from any business (including without limitation, self-employed loss of earnings), or any indirect or consequential loss of any kind.

(c) Where you are unable to return home. Where it is impossible for you to return to your departure point as per the agreed return date of your Package Holiday due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Package Holiday. For the purposes of this clause 11.4(c), “unavoidable and extraordinary circumstances” mean 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.

(d) Where you require assistance during your Package Holiday. If, whilst you are on your Package Holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to these terms, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance if the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party’s negligence.

11.5 For all bookings:

(a) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

(b) Limits to our liability. We limit the amount of compensation we may have to pay you if we are found liable to you, as follows:

(i) 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.

(ii) 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.

(iii) Claims in respect of international travel by air, sea and rail:

(A) 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, rail or sea carrier to which any international convention or EU regulation applies, our liability (including

the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 EU regulation that 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 licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents and/or the Athens Convention (as amended by the 2002 Protocol) for international carriage by sea and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended for travel by rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the time limits stipulated in the applicable convention or regulation), we similarly are not obliged to make a payment to you for that claim or part of the claim. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or regulation. You are not entitled to make any claim against us which concerns or is based on any travel arrangements provided by any air, rail or sea carrier if such a claim is not expressly permitted to be brought against the carrier by the international convention or regulation that applies to the travel arrangements in question. When making any payment, we will deduct any payment that 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.

(B) 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.

12. Events Beyond our Control

12.1 In these terms, “Events Beyond our Control” means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion and flight restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except where otherwise stated in these terms, we have no liability including for refunds, compensation, costs and expenses in such situations.

13. Villa bookings

This clause will apply to any bookings that include villa accommodation.

13.1 Occupancy. The maximum occupancy of all of our villas (which includes adults and children) will be advised to you at the time of booking. Several villas have prices for reduced occupancy depending on the time that you wish to travel. The price that you pay will be calculated based on the group size and travel dates selected at the time of your booking and recorded in your booking confirmation. The size of your group (and the occupancy of your villa) must not exceed that which is listed on your booking confirmation, without our prior written agreement. Should you wish to increase the size of your group, please contact us. If the villa can accommodate it, then it may be possible to increase your group size upon payment of a supplement.

13.2 Use of the villa. Our villas are provided for your use only. The villa you book is reserved exclusively for the group named on your booking confirmation. No one else is permitted to stay at the villa and you are not permitted to allow visitors to attend the villa for the purpose of events like parties, social gatherings, weddings, wedding receptions, celebrations or other large gatherings unless this has been specifically agreed with us in writing, prior to your booking taking place, and all appropriate payments have been made. You and all members of your group agree not to use the accommodation for any illegal or commercial purpose.

13.3 Behaviour, Damage and Security Deposit.

(a) You and your party are responsible for any damage or loss that is caused to either the villa, its facilities and/or its contents during your stay. If you or any member of your party cause any damage to the villa or any item in it or on its premises, you and/or your party will be required to pay for the loss and/or damage caused by your actions. You and each member of your party will be jointly and individually liable for any such damage or losses caused. Full payment for any damage or losses must be paid directly to us or our supplier, prior to departure.

(b) A security deposit may be required from you to cover various costs you may incur such as, any damage you and/or your party may cause to the villa, its premises or contents; any excessive cleaning costs or electricity or water charges; late check out charges if you fail to leave the villa by the standard check-out time, etc.

(c) Where a security deposit is payable in respect of your chosen villa, you will be notified of this fact (and of the value of the security deposit required) at the time of booking.

(d) After your departure from the villa, the villa will be inspected to determine whether any loss, damage, excessive cleaning or excessive electricity or water charges has been caused or incurred. Where this is the case, we will inform you of this fact and of the cost of the repair, replacement or charge in question, which will be deducted from your security deposit. Where your security deposit is not sufficient to cover the cost of the repair, replacement or charge, you will be required to pay the remainder of the cost to us.

(e) In the absence of any loss, damage, excessive cleaning or excessive electricity or water charges, your security deposit will be refunded to you within 14 days of your return.

13.4 Information. We provide as much information as possible to help you choose the right villa. Individual descriptions give you basic facts, figures and photographs of several aspects of the villa. However, we must point out that not every room in each property is identical or has the same views. Distances provided are usually measured from the nearest point of public access, so if you have a room in the grounds, it may be further away or nearer than any distances stated in the text.

13.5 Ratings and reviews. Ratings are used to symbolise the overall quality and level of standards of each villa type. Ratings are based on criteria including the range of standard facilities, the quality of the furnishings etc. There is no uniform and consistent method of ratings and as such they can vary significantly by country and within countries. Also, not all countries have rating systems. Therefore, the rating displayed is only an opinion and should only be used as a guide. You should make your own judgment as to the suitability or otherwise of any accommodation for your own personal needs before booking.

13.6 No show. If you do not arrive for the first night of your booking but plan to check-in for later nights, you must reconfirm the booking with us no later than the original date of check-in to prevent cancellation of the whole booking. If you do not confirm the booking changes with us your booking may be cancelled, any refunds will only be due to you in line with the terms of your booking.

13.7 Images. Images featured on our website are used for illustration purposes only. Your specific villa may differ from the representation provided.

13.8 Local construction work and noise. We cannot be held responsible

for construction work or other forms of noise taking place in the vicinity of your villa, but we will endeavour to advise you of any building work of which we are aware and which we consider will affect the enjoyment of your villa.

13.9 Swimming pools. Swimming pools carry their own inherent risks. You must ensure that you and all members of your party, including any children, take care when using or near any swimming pool(s) at the villa where you are staying. You should ensure that you and all members of your party are aware of the depth(s) (including the location of any change of depth) and layout of the pool (including infinity edges) by physically checking it prior to use. You must ensure that no-one dives into the pool at any time or enters it while under the influence of alcohol. You must check the pool every day before use and report any apparent defects. Children must be supervised at all times by a responsible adult.

13.10 Heating of swimming pools. Please note that the heating of any swimming pool provided at the villa you have booked is not included in the price of your booking. For certain properties, where swimming pool heating facilities are available, heating may be purchased at an additional fee. Please contact us for further details. Please also note that if you purchase swimming pool heating as part of your booking:

(a) the times at which the pool will be heated are at the discretion of the villa owner or manager;

(b) we provide no guarantee that the heating will cause the swimming pool to reach any specific or minimum temperature. Notwithstanding the provision of heating facilities, the temperature of the swimming pool is at all times affected by factors that are entirely outside of our control, including the outside air temperature;

(c) should the heating facilities fail for all or part of your stay at the villa, you will be entitled to a full (or pro-rata, if not all days of your stay are affected) refund of the fee you paid for the swimming pool heating facilities only.

13.11 Pets. Please note that our villas do not accept pets, unless by special arrangement. You are therefore not permitted to allow any pets into the villa or on the villa grounds, without our prior written agreement.

14. Motorcycle bookings

This clause will apply to motorcycle tours and any bookings that include motorcycle hire.

14.1 Acknowledgement of risk. You agree and acknowledge that:

(a) motorcycle tours and motorcycle hire, by their very nature, involve inherent risks, potential dangers and hazards that are not normally associated with more typical holiday arrangements. In addition to the usual dangers and risks inherent in motorcycle travel, travelling by motorcycle in some destinations may involve poor road conditions, uneven or mountainous terrain, travelling at altitude, levels of driving that are of a lower standard than those in the UK, increased physical exertion, weather extremes, remoteness from normal medical services and evacuation difficulties if you are injured, among others. You acknowledge that risks of this nature are unavoidable cannot be eliminated, given the nature of tours and travelling by motorcycle generally.

(b) for motorcycle tours, the nature of this type of tour requires a great deal of flexibility. You must allow for changes to and deviations from the proposed itinerary. The decision of the tour leader is final in this and you agree to comply with any such decision.

(c) in certain destinations, attitudes to health & safety and road safety can be very different to those you are accustomed to in the UK. Minimum standards of vehicle maintenance, driving standards and Passenger seat belt regulations, may not be widely enforced.

14.2 Your ability and competency. You accept that:

(a) you must be a competent motorcycle rider and must have sufficient

riding skills to enable you to safely ride the motorcycle and, where applicable, safely complete the tour that you have booked.

(b) you must be adequately fit and healthy to ride the motorcycle and cover the distances set out in your itinerary.

(c) if, in the tour leader (or any other person in authority)'s reasonable opinion, you are not a competent motorcycle rider, do not have sufficient riding skills or are not sufficiently fit and healthy to enable you to safely ride the motorcycle or complete the tour, you may be asked to leave the tour (or relinquish your motorcycle hire) to ensure the safety of yourself and others.

(d) you are solely responsible for keeping your motorcycle under control and at a speed that is both safe and comfortable, even when following a tour guide or part of a convoy with other motorcyclists.

14.3 Driving Licence requirements. You must hold a full and valid licence, appropriate to the class of motorcycle that you will be riding. You may need to also obtain an International Driving Permit. This can be obtained from most major post offices.

14.4 Local laws and regulations. You are responsible for adhering to all local traffic regulations, speed limits and laws applicable in the country in which you will be taking part in the tour or hiring the motorcycle. You are responsible for any speeding, parking or other penalty or fine which you may incur if you fail to do so.

14.5 Your conduct. You are expected to ride in a safe and courteous manner and with respect to your fellow riders and road users. If at any time the tour leader, or any other person in authority, is of the opinion that you are not riding in a safe and courteous manner and/or are putting other members of the group or yourself at risk we reserve the right to ask you to leave the tour or relinquish your motorcycle hire.

14.6 Insurance. In addition to the requirements of clause 9.1, where you are participating in a motorcycle tour and/or have made a booking that includes motorcycle hire, you must ensure that the travel insurance you purchase adequately covers you for the motorcycle activities you plan to undertake, this includes (but is not limited to) coverage for motorcycle riding that is not limited by engine capacity of the motorcycle in question.

15. Flights and transport arrangements

15.1 No liability for delays to flights other transport. Air, rail, road and other departure times are supplied by the carriers. They are subject to, among other things, air traffic control restrictions, weather conditions, the need for maintenance and the ability of passengers to check in on time. We do not have any liability to you for any delays that may arise (including any at your international departure airport). We will provide you with information and advice to the extent we are in a position to do so. Where applicable, the airline is responsible for providing any assistance as is legally required by EC 261/2004 (denied boarding and flight disruption) (see clause 15.4 below). Otherwise, any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

15.2 Community list. We are required to bring to your attention the existence of a 'Community list' that contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban_en.

15.3 Change of carrier. We are also 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) 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. We are not always in a position at the time of booking to confirm flight timings. The flight timings shown [in this brochure], on our website and detailed on your confirmation invoice are for guidance only and are subject to

alteration and confirmation. The latest timings will be shown on your tickets that will be despatched to you approximately two 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 despatched – we, or the airline, 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 given) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these terms. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above and we / the carrier are unable to offer you a suitable alternative, the provisions of clause 8 will apply.

15.4 If your flight is cancelled or delayed. 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 The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (denied boarding and flight disruption) ("UK261"). 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 UK261 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 UK261. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with UK261 or otherwise, you must, when requested, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that payment. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See <https://www.caa.co.uk/Passengers/Resolving-travel-problems/> for further details.

16. Insolvency protection for your payments

16.1 Membership organisations. We are a member of ABTA (ABTA number Y2136). We also hold an Air Travel Organiser's Licence (ATOL) issued by the Civil Aviation Authority (ATOL number 10180).

16.2 Our legal obligation to provide insolvency protection for your payments. The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the Package Holidays booked with us and for your repatriation in the event of our insolvency.

16.3 Insolvency protection for ATOL protected flight only and flight inclusive Package Holidays. For ATOL protected flights and flight-inclusive Package Holidays, we provide this protection by way of our ATOL (number 10180) 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 flight inclusive package 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 services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, 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.

The price of our flight-inclusive packages includes the amount of £2.50 per person which is the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. For further information, visit the ATOL website at: www.atol.org.uk. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

16.4 Insolvency protection for packages which don't include flights.

For Package Holidays which don't include flights, we provide full financial protection for our package holidays by way of a bond held by The Association of Bonded Travel Organisers Trust Limited (ABTOT). ABTOT provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Lusso Travel Ltd and in the event of their insolvency, protection is provided for Non Flight Packages. 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 Lusso Travel Ltd. 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/uksi/2018/634/contents/made>. You can find out more about ABTOT here: <https://www.abtot.com/>

17. How we may use your personal information

17.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy.

17.2 In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA, and/or ABTA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/> and ABTA's Privacy Notice is at <https://www.abta.com/privacy-notice>.

18. ABTA

18.1 We are a Member of ABTA, membership number Y2136. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

19. AITO

As a member of AITO, we have agreed to meet the standards and criteria set by AITO and outlined in this clause 19.

19.1 About AITO. AITO is the Association for independent and specialist holiday companies. Its member companies, usually owner-managed, strive to create overseas holidays with high levels of professionalism and a shared concern for quality and personal service. The Association encourages the highest standards in all aspects of tour operating.

19.2 Exclusive Membership. AITO sets criteria regarding ownership, finance and quality which must be satisfied before new companies are admitted to membership. All members are required to adhere to a Code of Business Practice which encourages high operational standards and conduct.

19.3 Professional Service and Continual Improvements. All members are committed to high standards of service and believe in regular and thorough training of employees. Members continually seek to review and improve their holidays. They listen to their customers and always welcome suggestions for improving standards.

19.4 Monitoring Standards. AITO endeavours to monitor quality standards regularly. All customers should receive a post-holiday questionnaire from their tour operator, the results of which are scrutinised by the Association. In addition, customers can leave detailed feedback, accessible from the homepage of their tour operator's website, or via a direct link supplied by their AITO tour operator, about their holiday.

19.5 Sustainable Tourism. All members acknowledge the importance of AITO's Sustainable Tourism guidelines, which recognise the social, economic and environmental responsibilities of tour operating. Those demonstrating their achievements beyond the pure acceptance of this principle are recognised by the award of 2 to 5 star status.

19.6 Customer Relations. All members endeavour to deal swiftly and fairly with any issues their customers may raise. In the unlikely event that a dispute between an AITO member and a customer cannot be settled amicably, AITO's low-cost Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and acceptable conclusion.

20. Fitness to Travel and Medical Conditions.

20.1 We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements.

20.2 Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or, if you did not give us full details at the time of booking, we may cancel it and impose applicable cancellation charges, when we become aware of these details.

21. Other important terms

21.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

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

21.3 You need our consent to transfer your rights to someone else (except that you can always transfer your place on a Package Holiday in accordance with clause 6.4). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer your place on the holiday to another person subject to compliance with the conditions stipulated at clause 6.4.

21.4 Nobody else has any rights under this contract (except someone you transfer your Package Holiday place to in accordance with clause 6.4). This contract is between you and all persons named on the booking, and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 21.2. Neither of us will need to get the agreement of any other person in booking to end the contract or make any changes to these terms.

21.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

21.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of your booking in the English courts. If you live in Scotland, you can bring legal proceedings in respect of your booking in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of your booking in either the Northern Irish or the English courts.



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Exclusive Membership

AITO sets criteria regarding ownership, finance and quality which must be satisfied before new companies are admitted to membership. All members are required to adhere to a Code of Business Practice which encourages high operational standards and conduct.

Financial Security

An AITO member is required to arrange financial protection for all holidays and other arrangements (including accommodation only) booked by customers with the member under the AITO logo. This financial protection applies to customers who are resident in the UK at the time of booking and to most overseas customers who have booked directly with the member. In doing so, the member must comply with UK Government regulations. Members are required to submit details of their financial protection arrangements to AITO on a regular basis.

Accurate Brochures and Websites

All members do their utmost to ensure that all their brochures and other publications, print or electronic, clearly and accurately describe the holidays and services offered.

Professional Service and Continual Improvements

All members are committed to high standards of service and believe in regular and thorough training of employees. Members continually seek to review and improve their holidays. They listen to their customers and always welcome suggestions for improving standards.

Monitoring Standards

AITO endeavours to monitor quality standards regularly. All customers should receive a post-holiday questionnaire from their tour operator, the results of which are scrutinised by the Association.

In addition, customers can leave detailed feedback, accessible from the homepage of this website, or via a direct link supplied by their AITO tour operator, about their holiday.

Sustainable Tourism

All members acknowledge the importance of AITO's Sustainable Tourism guidelines, which recognise the social, economic and environmental responsibilities of tour operating. Those demonstrating their achievements beyond the pure acceptance of this principle are recognised by the award of 2 to 5 star status.

Customer Relations

All members endeavour to deal swiftly and fairly with any issues their customers may raise. In the unlikely event that a dispute between an AITO member and a customer cannot be settled amicably, AITO's low-cost Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and acceptable conclusion.