

TERMS & CONDITIONS

In these Conditions, Ampersand Travel, “we”, “us” and “our” means Ampersand Travel Limited (a company registered in England under company number 4656968). References to “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later stage) except where otherwise stated. References to “arrangements”, “travel arrangements” “trip” and “itinerary” means the travel arrangements Ampersand Travel agree to book and make for you in accordance with our contract.

These booking conditions apply to all bookings for holidays with Ampersand Travel and together with the relevant information provided by us and/or the agreed itinerary form the basis of your contract with Ampersand Travel.

1. BOOKING YOUR TRAVEL ARRANGEMENTS

a) To make your booking you should complete and sign the Ampersand Travel booking form and, once your proposed itinerary has been agreed by us both, send it to us together with a deposit of 25% of the total cost per person – or such other deposit amount as advised by Ampersand Travel (see below). If you are booking within 10 weeks of the date of departure then full payment is required at the time of booking. By making a booking with us, you are deemed to have accepted these booking conditions on behalf of yourself and all members of your party, irrespective of whether you have returned a signed booking form or not.

b) A binding contract between you and us will come into existence when Ampersand Travel issues a confirmation invoice following receipt of your full deposit (or full payment if applicable) within the timescale we stipulate following your acceptance of our proposed itinerary. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Bookings can only be accepted on the basis that these booking conditions will apply to your contract and by making a booking with us you are deemed to have accepted them. Where one or more components of the itinerary are shown as waitlisted, a contract will only come into existence in relation to the other components (i.e. those which are not waitlisted) with the waitlisted components being added to the contract once confirmed. If a waitlisted component cannot be confirmed, you will not be entitled to cancel the previously confirmed components without paying our normal cancellation charges (see 3d).

c) Any special requests should be indicated on the booking form or made in writing. Ampersand Travel will try to arrange for such special requests to be met, but cannot guarantee that they will be, nor will Ampersand Travel be liable if any special request is not met unless the request relates to a medical condition or disability and Ampersand Travel specifically confirms it will be met in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Ampersand Travel cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.

d) If you or any member of your party has any medical problem or disability which may affect your holiday, you must tell us before you confirm your booking so that advice can be given as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given

at the time of booking, cancel when we become aware of these details. You must keep us updated in relation to any change or deterioration in any medical condition or disability.

e) If you arrange your travel arrangements directly with Ampersand Travel all correspondence and other communication will be sent to the address of the first person named in the booking form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

f) Please note that where you contact us by email we will respond to you via email only. Email correspondence shall only be checked and responded to during Ampersand Travel’s normal working hours of 9.00am – 6.00pm Monday to Thursday, 9.00am – 5.00pm on Friday. For urgent queries or emergencies, please contact us on our emergency contact number.

g) If your booking is made through a travel agent, Ampersand Travel will address all communication to that travel agent. Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent’s obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

h) Where you have paid a deposit, the balance of the price of your travel arrangements (including any applicable surcharge) must be received by us 10 weeks before departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 3b below will become payable.

i) It may on occasions be necessary to pay suppliers for services in full at the time of booking (for example, in peak season, for specific hotels or for group bookings). In this case, you will be asked to pay a deposit in excess of 25% of the total price of your arrangements. You will be advised where this is the case. The reference to loss of deposit in clause 3b) includes any such additional amount / deposit.

2. YOUR RESPONSIBILITIES

a) General information concerning passports, visas and health requirements applicable to British citizens is sent with the booking details. However, you must check requirements for your own specific circumstances with the relevant embassies and/or consulates and your own doctor as applicable. Such requirements are subject to change and you must check current requirements before departure. It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your trip, and to obtain all documents required for your trip, to ensure that these are in proper order and to take them with you. Most countries now require 10 year passports that must be valid for at least 6 months after your return date, have at least 2 blank pages and with no torn or missing pages. If your passport is in its final year, you should check with the embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk.

For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk.

Ampersand Travel will not be liable if you cannot travel, are refused entry onto any transport or into any country or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities or because you failed to obtain the necessary visa or other documents in time for your date of travel, and you will be responsible for meeting any additional costs incurred by reason of such failure (including any fines, surcharges or other financial penalty imposed on Ampersand Travel). 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.

If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the local Embassy or Consulate of the country(ies) to or through which you are intending to travel.

If you require assistance with obtaining your visa, we can refer you to a third party visa processing company. However, the onus remains on you to cooperate with the visa processing company and provide with them any documentation and information they require from you in order to obtain the visa on your behalf. Neither we nor the third party visa company can accept any liability if you do not manage to obtain your visa on time due to your failure to provide any information or documentation requested from you.

b) You are responsible for checking in for flights at the correct time and for presenting yourself to use all pre-booked components of your arrangements. Ampersand Travel cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to use any component of your travel arrangements. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

c) It is a condition of your booking with us that all members of the party travelling take out comprehensive travel insurance that covers personal liability, personal accident, medical expense (including medical air evacuation and pre-existing medical conditions) and cancellation. Ampersand Travel will require details of cover at the time of booking. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance covers you for your personal requirements and is adequate for your particular needs. Ampersand Travel does not check insurance policies. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

d) Full details of any travel or other arrangements which you make in conjunction with your Ampersand Travel booking (such as separate flights, hotels and/or transfers) which are not booked with or through Ampersand Travel must be given to us at least 10 working days before you travel. Ampersand Travel cannot be responsible for any inaccurate or incomplete information you give us or for the effect of this on your confirmed itinerary. Any expenses or charges Ampersand Travel incur in amending the itinerary as a result of such inaccurate or incomplete information will be your sole responsibility and Ampersand will not be responsible for any inconvenience, loss or damage you suffer.

e) You are responsible for checking all itineraries, your deposit receipt, invoices, ATOL Certificate and all other documentation we send you carefully as soon as you receive them. Please ensure that names are exactly as stated in the relevant passport. We would also recommend printing off copies of all of these documents and taking them with you on your trip, along with all applicable visas, passport, insurance and medical documents. Contact Ampersand Travel immediately if any information which appears on any document appears to be incorrect or incomplete as it may not be possible to make changes later. Ampersand Travel cannot accept any liability if not notified of any inaccuracy (which is the fault of Ampersand Travel) in any document within 10 days of sending it out (5 days for tickets). Ampersand Travel will do its best to rectify any mistake notified outside these time limits but you must meet any costs involved in doing so. Please note that you are responsible for familiarising yourself with the itinerary we have prepared for you and the arrangements therein. We will not accept any liability nor pay you any compensation where you have failed to do so and are unhappy with the arrangements provided as a result (provided such arrangements have been provided to you in accordance with the itinerary subject to any limitations and exclusions outlined in these conditions).

f) All guests travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

3. AMENDMENTS & CANCELLATION

a) Amendments by you

Once a booking has been confirmed to you, the confirmed itinerary will be arranged. If after this you wish to alter your itinerary, Ampersand Travel will make every effort to assist you however we cannot guarantee that such amendments can be made. Requests for an amendment must be made in writing by either email or letter by the signatory of the booking form. You must pay an amendment charge of £ 100.00 per booking or £100.00 per hour spent administering your change request (whichever is greater), together with all communication charges or other expenses incurred by Ampersand Travel and any charges incurred or imposed by our suppliers. These charges will be payable whether or not Ampersand Travel succeeds in confirming your requested amendment. Your request may be treated as a cancellation and re-booking by our suppliers and in these circumstances their cancellation charges will apply.

If any member of your party is unavoidably prevented from taking their trip, by reasons of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer their place on the booking to a person acceptable to Ampersand Travel (but it should be noted that some suppliers, including airlines, consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service) provided that:

- i. you request the name transfer in writing and you allow reasonable time for the changes to be communicated to, and accepted by, our suppliers;
- ii. your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from Ampersand Travel, full details of the replacement person, any balance due for the person concerned and the appropriate administration fee (see below);
- iii. the replacement party member agrees to be bound by these booking conditions and all other terms of the contract between us, and signs a copy of our booking form.

The administration fee will be £250 per transfer. Both the original and replacement party member will be jointly and severally liable to Ampersand Travel for payment of the administration charge and any outstanding balance, together with all additional charges of whatever sort incurred by us or imposed by our suppliers providing the component parts of your travel arrangements. Please note that airlines in particular sometimes charge a 100% cancellation fee and the cost of a new flight.

b) Cancellation by you

All cancellations must be advised to Ampersand Travel in writing, by email or letter by the signatory of the booking form and sent to Ampersand Travel. Cancellations are only effective on the day they are received by Ampersand Travel in writing. The following cancellation charges will be payable, depending on the number of days prior to departure Ampersand Travel receives your notice of cancellation:



Days prior to departure date notice of cancellation is received	Cancellation charge (as a % of total itinerary cost)
More than 70 days	Loss of deposit
70 – 56 days	50% of total cost
55 – 36 days	75% of total cost
35 days or less	100% of total cost

We will deduct the cancellation charge(s) from any monies you have already paid to us. In the event you still owe us money following this deduction, you will be required to pay this outstanding balance.

Note: Certain arrangements 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.

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

c) Re-booking following a cancellation

Should you wish to cancel your travel arrangements and re-book an alternative itinerary or date of departure this will be subject to the cancellation terms within these booking conditions. Ampersand Travel may use their absolute discretion however to transfer some or all of any monies already paid by you to the alternative booking. The full applicable deposit for the alternative arrangements must be paid at the time of booking as any monies transferred can only be used against the balance of the cost of the travel arrangements.

d) Amendments by Ampersand Travel

Great care is taken to ensure that the descriptions and prices given in the brochures and itineraries and on the Ampersand Travel website are accurate at the time of publication. Changes and errors can occur though, and Ampersand Travel reserves the right to change or correct any of the details in the brochures and itineraries provided or on the website, including prices, in which case Ampersand Travel will advise you of such a change before accepting your booking.

After a contract between us has come into existence, Ampersand Travel makes every effort to operate the arrangements as described in the agreed itinerary. In very rare circumstances, Ampersand Travel may have to change your arrangements before you depart. If the change is significant (for example, if it involves a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city) where international flights are arranged by Ampersand, a change of destination or a change to a lower standard of accommodation), Ampersand Travel will notify you as soon as practically possible and offer you the following three choices:

- i. You may accept the modifications proposed;
- ii. you may suggest modifications and the cost of your itinerary will be recalculated accordingly; or
- iii. you may cancel your booking and receive a full refund.

If you choose another itinerary which is more expensive than the original, you must pay the difference, but if it is cheaper, Ampersand Travel will make the appropriate refund.

You must notify us of your choice within 24 hours of our offer. If you fail to do so we will assume that you have chosen to accept the modified arrangements.

If a significant change or cancellation to your itinerary has to be made, Ampersand Travel will, where compensation is due, pay you the compensation payments set out in the table below subject to the following limitations: Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where Ampersand Travel:

- makes a minor change;
- makes a significant change or cancels your booking more than 42 days before departure;
- cancels your booking as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 4).

Days prior to departure date when notification of change is sent	Compensation per person
More than 42 days	£10
29 - 42 days	£20
15 - 28 days	£25
14 days or less	£30

If there is a minor change before you depart, Ampersand Travel will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

Please note: where arrangements with a higher price than the original arrangements is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if the arrangements offered by us and accepted by you are of a higher price than the arrangements originally booked by you in the same location and there has been no additional payment made by you.

If Ampersand Travel becomes unable to provide a significant proportion of your itinerary after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to the point of departure of your itinerary. Please note that where your itinerary includes an overseas flight (domestic or international) and due to aircraft or schedule change, the flight class booked for you is no longer available, this will be considered a 'minor change' and no compensation is payable by Ampersand Travel.

Please note that the majority of our itineraries include multiple overseas flights. Occasionally these flights are subject to change or cancellation at short or no notice and this is completely beyond the control of Ampersand Travel. If a flight is cancelled or a schedule change makes it no longer practical, we will try to book the next best alternative travel arrangements for you which may not be direct and which may cost more than your original flights. In these circumstances you agree to accept the alternative arrangements and pay any difference in cost. Furthermore, you accept that Ampersand Travel shall have no liability to you for any compensation in these circumstances.

e) Cancellation by Ampersand Travel

If you fail to pay the balance of the Contract Price at least 10 weeks before departure, Ampersand Travel will treat your booking as cancelled and levy the cancellation charges set out in paragraph 3 b) above.

We reserve the right in any circumstances to cancel your travel arrangements for any reason; Ampersand Travel will use its best endeavours to offer alternative arrangements of a comparable standard or will give you a full refund. In addition Ampersand Travel will pay you compensation as set out in paragraph 3d) above. Ampersand Travel will not cancel your arrangements within 42 days of departure unless it is for a reason outside of our control. We may cancel because the minimum number of persons required to operate your itinerary has not been reached – in this case you will be notified no later than 45 days prior to the start of your itinerary. Providing we have done so, no compensation will be paid.

f) Curtailment by Ampersand Travel

In circumstances where travel arrangements are curtailed or amended after departure due to Force Majeure, Ampersand Travel will use its best endeavours to recover and refund to you as much of the unused travel arrangements cost as reasonably possible. Any refunds received will be passed on after deduction of an appropriate administration charge and all costs we have incurred. The administration charge will depend on the circumstances including the amount of work involved in dealing with the situation and obtaining refunds. It will be at least £250 per person or £100.00 per hour, whichever is the

greater. Except for such refunds where received and as set out in clause 3d), we will have no further liability to you and no compensation will be paid or costs or expenses met.

4. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, Ampersand Travel cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 7 d) below) as a result of "force majeure". In these booking conditions, "Force Majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events or circumstances are likely to include but are not limited to, (actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions (including snow or lack thereof) and level of water in rivers, lakes and reservoirs.

Please note that advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. However, until the Foreign Office Advisory has issued such a notice, this Force Majeure clause shall not apply and you shall not be able to rely on it. Therefore, if you choose not to travel or leave your itinerary early where such a notice hasn't been issued by the Foreign Office, our usual cancellation policy and charges shall apply.

5. PRICE POLICY

a) Ampersand Travel sells its arrangements as a package and is under no obligation to give a breakdown of the individual costs involved.

b) Ampersand Travel reserves the right to notify you of an increase in the quoted price of your travel arrangements before accepting your booking. **We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.**

c) We may provide an estimated cost for a requested booking where the rates applicable to the travel arrangements are not yet available. The estimated cost will be based on the current season's rates with an increase of 10%. A provisional booking can be made on the estimated cost and the deposit payable will be calculated accordingly. As soon as the applicable rates are available, a firm quote will be provided and any additional deposit payable will be collected. No contract will come into existence until this happens.

c) After a contract between us has come into existence, unless you choose to pay for your arrangements in full at the time of booking (see clause 5 e) below), the price of your confirmed holiday is, regrettably, subject variations in:

- i transportation costs, (including costs of fuel and increases in normal published airfares);
- ii dues taxes or fees chargeable for services such as landing taxes at airports taxes or embarkation or disembarkation fees at ports; or
- iii the exchange rate applied to the price of your particular package.

Even then, Ampersand Travel will absorb and you will not be charged for an amount equal to 2% of your trip price (excluding amendment charges and any insurance premiums and/or additional services or travel arrangements.). You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. Surcharges will be notified by a revised confirmation invoice sent to you (or your travel agent).

d) If the surcharge would increase the total price shown on your original confirmation invoice by 10% or more, you may cancel your booking within 5 working days of the date of issue of the revised confirmation invoice and obtain a full refund of all payments made to Ampersand Travel (excluding amendment charges). Alternatively, you may purchase alternative arrangements from us (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).

e) Optionally, you may choose to pay for your arrangements in full at the time of booking, in which case the price will be fixed at the cost quoted by Ampersand Travel at that time. To qualify for this benefit you should return the confirmation invoice to Ampersand Travel with full payment to reach Ampersand Travel within 7 days of the date that the confirmation invoice was first posted/mailed to you.

f) Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, 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 arrangements due to contractual and other protection in place.

g) There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

6. CONSUMER PROTECTION

All the flights and flight-inclusive packages in our brochure and website are financially protected by the ATOL scheme, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority (CAA). Our ATOL number is ATOL 6065. When you buy an ATOL protected flight or 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. 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 arrangements 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.

If your package is not covered by ATOL, all monies you pay us will be paid into a trust account where they will remain until the end of your trip or you cancel. This ensures you receive a full refund of all monies paid to us for an advance booking in the unlikely event that we cannot provide your arrangements due to our insolvency.

If you book arrangements other than an ATOL protected flight or package from our website, your monies will not be financially protected. Please ask us for further details.

7. RESPONSIBILITIES OF AMPERSAND TRAVEL

a) Ampersand Travel will provide you with all relevant information known to us on the time and places of intermediate stops and transport connections including any seat, cabin or berth numbers (where provided to us by the transport operator concerned) in good time before your departure date. Please note, this information may change prior to or after departure and

this will always be a 'minor change'. We will also provide you with the contact details of Ampersand Travel's representative, local agent or another appropriate contact to enable you to contact Ampersand Travel during your trip should you need to.

b) Ampersand Travel applies all reasonable checks to ensure that the suppliers involved in the preparation and provision of your arrangements maintain the appropriate standards. The descriptions, opinions and information given by Ampersand Travel in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of correspondence. It is not always possible for Ampersand Travel to control all elements of the arrangements whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, delayed opening etc.

c) Ampersand Travel will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the arrangements which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. 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 conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements. 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.

d) Ampersand Travel will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- 'force majeure' as defined in clause 4 above.

e) Please note Ampersand Travel cannot accept responsibility for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website and we have not agreed to arrange them (e.g. complimentary airport transfers provided airlines or hotels) and any excursion or activities you purchase in resort.

f) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us, as follows:

- Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is a full refund of the price paid by or on behalf of the person(s) affected in total (excluding insurance premiums and amendment charges) unless a lower limitation applies to your claim under clause 7g) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your travel arrangements.

g) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel

arrangements or hotel stay in question (for example, (but not limited to) 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, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request. 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.

h) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.

i) 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.

j) Please note, Ampersand Travel cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) any business losses.

k) The Package Travel Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 7(d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 the other terms of these conditions, 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.

8. AIRLINES & OTHER SUPPLIERS

a) As between you and the suppliers of the transport, accommodation and other components making up your arrangements, the conditions of the supplier will apply. These conditions may be subject to international Conventions, which limit and/or restrict the suppliers' liability. (Copies of these Conventions are available on request – please allow 28 days for delivery.)

b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed. The latest timings will be shown on your final itinerary which will be despatched to you approximately one month before departure. You must accordingly check this very carefully immediately on receipt to ensure you have the correct flight times, dates, class, airports and terminals. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. You are strongly recommended to reconfirm all departure times and other details before starting your journey by contacting the relevant transport operator or ground handler by telephone or on their website. Aircraft changes may mean that a confirmed class of travel or seat configuration (e.g. flat beds) is no longer available. Any such decision is the sole responsibility of the airline and you should apply to them direct for any applicable refund. Any such change will not constitute a significant change for the purposes of clause 3d).

c) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form in connection to these risks by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel or supplier equipment otherwise provided free.

d) In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which 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://europa.eu.int/comm/transport/air/safety/flywell_en.htm.

e) The carrier(s), flight timings and types of aircraft shown on our website and detailed on your itinerary are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been despatched we will contact you as soon as we can to let you know. We strongly recommend that you check your flight departure time 24 hours before departure.

f) 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.

g) Under EU 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 EU 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.

h) We cannot accept liability for any delay which is due to any of the reasons set out in clause 4 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

9. EXCURSIONS, SPA & RESTAURANT BOOKINGS

Please note that when we book an excursion, spa or restaurant locally on your behalf, you contract with the local company providing that service and not Ampersand Travel. Ampersand Travel has no legal liability for anything that may go wrong and any claim that you might have arising out of anything that goes wrong will be against the relevant local company and subject to the local company's terms and conditions. We strongly recommend that you reconfirm these arrangements with the supplier upon arrival.

10. DATA PROTECTION & PRIVACY

a) For the purposes of the Data Protection Act 1998, Ampersand Travel is a data controller. In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, passport information, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen travel arrangements and any dietary restrictions which may disclose your religious beliefs.

b) We need to pass on your personal details (normally your full name, passport details and contact number) to the companies and organisations who need to know them so that your arrangements can be provided (for example your airline, local ground handler, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your trip is to take place or to involve suppliers outside these countries.

c) By providing this information to us you consent to our holding, using and passing on in connection with your travel arrangements the information you give us (including details relating to your physical or mental health or condition and any religious beliefs) unless you tell us otherwise in writing.

d) Ampersand Travel may from time to time contact you with information about our arrangements. If you do not wish to receive any such information please inform us in writing.

e) Except as outlined above or as expressly permitted by the Data Protection Act, Ampersand Travel will keep all personal details you give us in connection with your travel arrangements confidential and will not otherwise use or disclose them. Ampersand Travel has appropriate security measures in place to protect this information.

11. IF YOU HAVE A PROBLEM

a) If you are unhappy with any aspect of Ampersand Travel's arrangements while you are abroad, you must address your complaint immediately to Ampersand Travel's local representative (or, if none, to Ampersand Travel) using the emergency contact telephone numbers provided to you, and to the management of the hotel or other supplier whose services are involved. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Ampersand Travel in writing within 5 days of your return. Failure to take either of these steps will deny Ampersand Travel the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

b) Please note that in the event you wish to use an Alternative Dispute Resolution procedure, you can use the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

12. GENERAL

a) Nothing in these booking conditions shall be construed as limiting Ampersand Travel's liability for either i) death or personal injury caused by the negligence of Ampersand Travel or any of our employees whilst acting in the course of their employment; or ii) for fraudulent misrepresentation.

b) These booking conditions and any contract to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

c) We endeavour to ensure that all the information and prices both on our website and in our itineraries 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.

