



BOOKING CONDITIONS

THESE CONDITIONS FORM PART OF THE 2018/19 BEACHCOMBER BROCHURE

The brochure was published in September 2018 and includes holidays for travel between 1 November 2018 and 31 October 2019. The holidays in this brochure are sold by BEACHCOMBER TOURS LIMITED on the following conditions:-

These Booking Conditions, together with the "Important Information" on our website, in our brochure and any other information provided to you, as well as our Privacy Policy, form the basis of your contract with Beachcomber Tours Ltd of Direction House, Bakers Yard, 186 High Street, Guildford, Surrey GU1 3HW, company number 2280215 hereafter "Beachcomber", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by us subject to these Booking Conditions. In these Booking Conditions references to "you" and "your" include the leader of the party as named in the confirmation invoice and all persons on whose behalf a booking is made.

1. MAKING YOUR BOOKING

All bookings are subject to availability. The lead person must be at least 18 years at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the holiday party. The party leader is responsible for making all payments due to us. The party leader 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).

A non-refundable deposit of 10% (or other amount as requested) of the booking value is payable at the time of reservation. If your reservation includes a wedding the related charges are payable immediately in full and this constitutes an additional deposit. In addition, from time to time our suppliers may impose higher cancellation conditions in which event we may require you to pay a larger deposit. We will send you written confirmation of your booking which will confirm exactly what is booked and what we have agreed to provide. Please check this carefully as it forms the basis of our contract with you and advise your travel agent or us immediately if anything is wrong. 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. If you book within ten weeks (70 days) of departure, you must pay the full cost at the time of the booking. After we have received your deposit payment and issued a confirmation invoice, a contract exists between you and us, effective from the date printed on the invoice. Receipt and banking of any deposit monies will not constitute acceptance of a booking.

We have the right to refuse any booking prior to the issue of your confirmation invoice. If we do this, we will inform you in writing and promptly refund any money paid to us. In this case we shall not have any liability towards you. If you fail to pay any remaining amount owed by the date it is due, we are entitled to cancel your booking and the cancellation charges set out in Clause 5 will apply.

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.

2. PRICING

Our prices may be increased or decreased and corrections made to errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen holiday will be confirmed at the time of booking.

When the price of your chosen holiday has been confirmed, then, subject to the correction of errors or any requested upgrades/amendments by you, the price of your travel arrangements are fully guaranteed and will not be subject to any surcharges.

3. YOUR FINANCIAL SECURITY

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 from us and for your repatriation in the event of our insolvency. We provide financial security for flight-inclusive holidays by way of our Air Travel Organiser's Licence (ATOL) number 2995 administered by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

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

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.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk, membership number V1892.

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

4. CHANGES BY YOU & TRANSFER OF BOOKING

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to a charge. If you make changes, you will have to pay an administration fee for each person whose booking has changed. If you change your booking to a holiday of lower value, and then cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking. You should be aware that any additional costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. If you make a change within ten weeks of your departure you may have to pay some cancellation charges and re-book.

TRANSFER OF BOOKING:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;

c. you pay any outstanding balance payment, an amendment fee of [£50] per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

5. IF YOU CANCEL YOUR BOOKING BEFORE DEPARTURE

The day we receive your written notification of cancellation is the date on which your booking is cancelled. If you cancel, a cancellation charge will be levied as shown in the table below.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

IMPORTANT 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.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

Number of days before start date of your holiday that notification of cancellation is received by us.	Cancellation charge, expressed as % of holiday cost. No refund will be given for wedding fees, tickets which have been issued or amendments fees paid.
More than 56 days	Deposit + Wedding Fee
43 - 56 days	30 % + amendment fee
32 - 42 days	45 % + amendment fee
15 - 31 days	75 % + amendment fee
0 - 14 days	100 % + amendment fee

CANCELLATION BY YOU DUE TO UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "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.

This clause 5 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).



BOOKING CONDITIONS (CONTINUED)

6. CANCELLATIONS OR CHANGES BY US

It is unlikely that we will have to make changes to your arrangements but occasionally we may have to make changes after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time.

CHANGES: If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant 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 that carriers such as airlines used in the brochure may be subject to change.

Occasionally we have to make a "significant change" to your confirmed arrangements. 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 arrangements by more than 12 hours of 12 or more hours;
- (d) A change of UK departure airport as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City:
 - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - II. The South Coast airports: Southampton, Bournemouth and Exeter
 - III. The South Western airports: Cardiff and Bristol
 - IV. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - VI. The North Eastern airports: Newcastle and Teesside
 - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen;
- (e) A significant change to your itinerary, missing out one or more destination entirely.

CANCELLATION: We will not cancel your travel arrangements less than 70 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel your booking, and provided that there is time to do so before departure, we will offer you the choice of:

- a) (for significant changes) accepting the changed booking arrangements;
- b) accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- c) if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements ; or
- d) Cancelling your booking (together with a refund of any sums paid). You must notify us of your choice within 7 days of our offer. If you fail to do so we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

COMPENSATION: Where you choose to cancel your booking, in addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept

the changed arrangements and cancel your booking;

- (b) If we cancel your booking and no alternative arrangements are available.

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

Number of days before departure a significant change to or Cancellation of your confirmed holiday is notified to you or your travel agent.

COMPENSATION PER PERSON (adults only)*

More than 70 days	Nil
43 - 70 days	£25
29 - 42 days	£50
15 - 28 days	£75
0 - 14 days or less	£100

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

- (a) where we make an insignificant change;
- (b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (c) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (d) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (e) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 9).

If we become unable to provide a significant proportion of the arrangements that you have booked with us 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.

7. COMPLAINTS

If a problem occurs whilst abroad, you must inform a manager or person of authority at the hotel or supplier immediately so that the matter can be put right. If the problem persists, you must immediately contact us in the UK from your resort. You should also write to us within 28 days of return to the UK quoting the original booking reference and giving all relevant information.

PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 19 for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>.

8. OUR LIABILITY TO YOU

If you book a package holiday with us, we will accept responsibility for your holiday as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. To be classed as a package holiday, your arrangements must be a combination of at least two of the following – flights, accommodation, car hire or another tourist service such as excursions. If your booking does not constitute a package under these regulations, then you will enter into a contract directly with the provider of the service concerned (the Supplier). In such cases we act as agent when taking your booking, we accept no liability in relation to any contract you enter into for any services you book or for the acts or omissions of any Supplier or other person or party connected with those services.

We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected 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 this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (c) Force Majeure (as defined in clause 9).
- We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- (a) 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.
 - (b) 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.
 - (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) 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.

iii) 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.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) 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
- (b) relate to any business.

We will not accept responsibility for services or facilities which do



BOOKING CONDITIONS (CONTINUED)

not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

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

9. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

BREXIT IMPLICATIONS: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

10. SPECIAL REQUESTS

If you have any special requests you must advise us at the time of booking and confirm them in writing. We will endeavour to pass any reasonable requests on to the relevant Supplier, however no guarantees can be given that any request will be met. Failure to meet any special request will not be a breach of our contract.

11. ACCURACY OF BROCHURES, WEBSITE AND OTHER PROMOTIONAL MATERIAL

All information contained in any of our promotional material, eg advertisements, brochures, mail shots, websites and e-shots, is based on information available at the time of publication. We reserve the right to change any information before your booking is confirmed and the amended information will then form part of your contract with us. Whilst every effort is made to ensure the accuracy at the time of printing, regrettable errors do occasionally occur. We reserve the right to correct errors prior to confirming your booking.

12. BEHAVIOUR

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking 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 arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements 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. 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.

13. INSURANCE

It is a condition of your contract that you have insurance cover for the duration of your holiday and any cancellation fees you may incur, and that it is adequate for your needs and the type of activities you will be undertaking as part of your holiday. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. We do not check insurance policies; however we reserve the right to request written details (insurer's name, policy number and emergency contact number) of your policy. 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.

14. DISABILITIES AND MEDICAL PROBLEMS

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 you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. 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 will cancel it and impose applicable cancellation charges when we become aware of these details.

15. PASSPORTS AND VISA INFORMATION FOR PACKAGE BOOKINGS

It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents before departure. Passports should be valid for at least 6 months after the date on which you intend to return back to the UK. We will not accept any liability if you or any members of your party are refused entry onto any transport or into any country due to the failure on the part of the person concerned to carry or supply correct documentation. The information we provide is for your guidance only and you must check the relevant websites to check the up to date advice before you travel. For further information please see our 'Important Information' section in our brochure and visit www.gov.uk/travelaware.

16. EXCURSIONS

Excursions that you may choose to book or pay for independently before you travel or whilst you are away, for example extra excursions, buying from a beach hawkker, local ground handler or independently operated boat houses, or anything else paid for locally, are not part of your holiday as provided by us. For any such excursion that you book, your contract will be with the operator of the excursion and not with us.

17. TRAVEL DELAYS AND UNUSED SERVICES

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

Under 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.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 9 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).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice 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.

Please note the existence of a "Community list" (available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban_en) detailing air carriers that are subject to an operating ban with the EU Community.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

18. PROMPT ASSISTANCE

If, whilst you are on 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 the other terms of these Booking 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. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

19. ABTA

We are a Member of ABTA, membership number V1892. 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.

20. DATA PROTECTION

We're committed to treating your personal information with care. Please also refer to our Data Protection Policy which can be found at: <http://www.beachcombertours.uk/privacy-policy>

21. GOVERNING LAW

It is agreed that any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.