

IMPORTANT INFORMATION

PASSPORTS & VISAS. The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays that we offer may be shown on our website, but this is for guidance and you should also ensure that you make your own enquiries. We recommend your passport must have a minimum of six months validity from the date of travel. A full British passport currently takes approximately four to twelve weeks to obtain but can take longer. 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 Embassy or Consulate of the country(ies) to or through which you are intending to travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/ or Consulates. If failure to have or supply any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly. We reserve the right to request any personal details, including passport numbers, if required by the authorities or by law.

TICKETS & DOCUMENTATION. Please check your invoice, tickets – (particularly ensure names and initials are correct and match your passport details)- as well as all other documentation carefully as soon as you receive them. Contact us immediately if any information appears to be incorrect or missing. After we receive your payment, and about two weeks before departure, we will send your travel documentation. Please check your flight times carefully on your ticket, as they are subject to change and may differ from those on the confirmation invoice. Please note: all tickets issued are non-changeable and non-refundable. Remember, you must check in about three hours before take-off for most flights, especially given heightened airport security checks

PRE-SEATING ON AIRCRAFT. Airlines charge for pre-assigned seating, which you can do once your air tickets have been paid for and issued. You must pay for this directly with the airline. Alternatively, you can choose your seat at no charge once online check-in opens for a flight, usually 24-48 hours before. Pre-assigned seats cannot be guaranteed and do not form part of your contract with us.

SEASONS, GROUPS AND OTHER GUESTS. Mauritius, Maldives, Dubai, Abu Dhabi, Ras Al Khaimah, Oman and Marrakech (May to September), the Seychelles (January to March) have an 'off peak' season and during this period, you will often benefit from excellent prices. The properties we feature may take quiet periods to withdraw a few facilities: for example, a pool for cleaning or renovation, or the closure of three or more restaurants. However, this work or closure of facilities may take place through the year as the hoteliers strive to maintain the standard of service they provide to guests. Occasionally, throughout the year, the hotels will accept groups which we have no control over. During your stay, they may take over restaurants and facilities for events. It is not possible to notify you of any of these changes before you travel and we cannot accept any responsibility for any inconvenience caused.

HEALTH REQUIREMENTS. No vaccinations are currently required for Mauritius, Maldives, the Seychelles, Marrakech, United Arab Emirates or Oman. For Tanzania and Zanzibar, your doctor may suggest a yellow fever vaccine, although this is currently not required unless arriving from, or transiting for more than 12 hours through, a country with a risk of yellow fever transmission. It is your responsibility to comply with any health requirements, such as vaccinations. These requirements do change; therefore, it is wise to consult your doctor at your earliest opportunity. We recommend that you obtain a copy of the Department of Health leaflet 'Advice on Health for Travellers' available from your ABTA travel agent or the Department of Health. If you have a medical condition or are pregnant, you must obtain clearance to travel from your own doctor. Pregnant passengers are not accepted by most airlines after 28 weeks of gestation. Chikungunya and Dengue Fever, mosquito borne infections, have been recorded in Mauritius, the Seychelles and the Maldives however instances of tourist infection are rare. Both mainland Tanzania and Zanzibar are malaria zones, speak to your doctor about antimalarial medication before your travel. We recommend precautions are taken, for example repellent containing DEET, to avoid mosquito bites.

Strict regulations are in place regarding bringing medications for personal use into the destinations we feature, and pre-authorisation may be required for prescription medications plus some over the counter and herbal medicines which are readily available in the UK. If you are travelling with medications, you should check the latest requirements before travel and obtain any necessary approval in advance. Information and advice can be obtained via the UK Foreign, Commonwealth and Development Office(FCO) www.gov.uk/foreign-travel-advice. For further information, including details of medications requiring approval, please contact: for United Arab Emirates(Dubai, Ras Al Khaimah and Abu Dhabi) www.ede.gov.ae; for Oman www.moh.gov.om; for Mauritius, please email londonconsul@govmu.org.

- UAE Ministry of Health and Prevention (MoHAP) – personal medicines information
- UAE Government – Drugs and controlled medicines
- UK FCO – United Arab Emirates health advice

CURRENCY & CREDIT CARDS. The £ sterling, € and US \$ are all widely exchanged (limits apply), and most major credit cards are accepted for payment of hotel accounts in our hotels. Please note, in the Seychelles your extras accounts are required to be settled in a foreign currency such as £ sterling or US \$ or by credit card. It is not advisable to purchase Seychelles rupees before you travel, as they are rarely required in the islands.

HOTEL CHECK-IN / CHECK-OUT. Check-in is normally 14.00 and check-out by 12.00. In order to guarantee early check-in or a late check out, this can be arranged at extra cost.

OVERSEAS ACCOMMODATION. Each country has its own star rating system for its hotels. We therefore do not mention star ratings in our brochure or website but try to describe the hotels accurately through words and pictures. Star ratings promoted in any other brochure or website (including www.beachcomber-hotels.com) are therefore not our responsibility. For the record, our website is www.beachcombertours.uk. Accommodation and public areas in the tropics do bring with them the local wildlife. Hotel staff work studiously to minimise unwelcome wildlife. During your stay you may observe the occasional furry friend! Insects, reptiles, small mammals, and rodents may be a feature, but this in no way implies that the accommodation is unhygienic. They are simply a fact of life in these destinations and can be more common in Mauritius during the sugar cane harvest.

SPORTS. It is your responsibility to satisfy yourself as to applicable insurance and local laws, particularly for water sports. Activities are at your own risk. Please be aware, if you wish to take part in scuba-diving, you may be required to show a doctor's certificate to confirm medical fitness, and any certificates confirming previous diving experience. It is also important to check children's ages for scuba-diving before you depart. Water sports service may vary during the year depending on the weather conditions and tides. Please ensure you wear appropriate attire for all sports, particularly footwear. Please also bear in mind that any sporting equipment you intend to take will form part of your luggage allowance. Please ask for full details when booking. Our transfer provider will need to be advised of any sports equipment to ensure the correct vehicle is provided.

SPECIAL REQUESTS. Any special request must be advised in writing even if stated when making the original booking. We will make every reasonable effort to make the arrangements. We do not have any legal liability whatsoever to you in the event of non-compliance. We regret we cannot accept any conditional booking (i.e. any booking that is specified to be conditional on the fulfilment of a particular request).

WEDDING DATES. Confirmed wedding dates may change under certain circumstances, e.g. bad weather, local law or during some religious festivals when public offices will be closed. Please be aware we cannot be held responsible for such change.

WEDDING PARTIES. If you are going to be travelling with a wedding party, you must advise us at the

time of booking what special arrangements you require. This includes arrangements for private dining, the ability for the hotel to cater for guests not staying with you at the hotel and any other personal arrangements you may require. Whilst the hotel will do everything possible to cater for your group, we regret that if we are not advised at the time of booking the hotel may decline your requests. Between 40-80% of wedding guests are required to stay at the hotel hosting the wedding in Mauritius, please ask for further details. Minimum stays apply.

LUGGAGE ALLOWANCE. As a guide, 20kg in Economy Class, 30kg in Business Class and 40kg in First Class are the allowances for international flights from the UK. However, we recommend you confirm with the airline directly before you fly. Excess baggage is charged at the airline's own rates and is often cheaper if purchased online prior to departure. Please note there are strict restrictions on the size and weight of luggage allowed on light aircraft and helicopter transfers. This is particularly the case in Mauritius, where baggage will be transferred by road at an additional cost, which may be payable locally. Please ask for full details when booking. Please note, if you are planning to get married abroad, due to carry-on baggage restrictions, airlines cannot guarantee that you will be able to take your wedding dress on board. We recommend, therefore, that you pack the dress in a travelling box or a hard-sided suitcase.

WEATHER & PUBLIC UTILITIES. Worldwide weather is becoming more erratic and harder to predict; temperatures and rainfall may fluctuate throughout the seasons. As a general guide, the weather in Mauritius between June and September can be changeable with some cloud cover. Whilst Mauritius is a year-round destination, it can be chilly in the evenings and windy, with persistent rainfall at times. Cyclones may occur in Mauritius (usually in January or February), which may result in some days of heavy rain and wind. However, at that time of year, the weather is still generally hot with prevalent sunshine. The Seychelles experiences two trade winds. The South East Trade Winds are prevalent between May to September when it is usually drier, breezier and slightly cooler than the rest of the year. This also means during this time; the currents are stronger which brings sea grass onto some of the beaches. The North West Trade Winds are prevalent from October to April. This is a much calmer breeze, which results in increased humidity and calmer seas. Higher rainfall usually occurs during this time of year. The Seychelles experiences quite a lot of rain at all times of the year, but this occurs mostly in brief showers followed again by tropical sunshine. In Dubai, Abu Dhabi, Ras Al Khaimah and Oman, sunshine is virtually guaranteed all year round and rainfall is a rarity. Temperatures soar from May to September, followed by pleasant high temperatures from October to April. The Maldives archipelago spans over 800kms from north to south in the vast Indian Ocean. Each island has its own microclimate but there are general patterns that apply to all islands throughout the year. The Maldives is a year-round destination with temperatures usually staying between 25–30°C, only dropping a few degrees at night. The dry north-east monsoon extends from November to April and the islands are less windy and the temperatures at their highest. Most people tend to visit the Maldives during this period of beautiful clear skies and low rainfall. Visibility in the sea is clear and makes for excellent snorkelling and scuba diving. The wet south-east monsoon runs from May to October and the islands experience a few more tropical rain showers, however, temperatures are still warm and very pleasant. Occasionally, Oman and the UAE experiences a red tide. This is a common name for a natural phenomenon known as algal bloom. During a red tide, large quantities of algae accumulate rapidly in sea water and result in discolouration of the surface water, which becomes red. Some red tides are associated with the production of harmful toxins. Swimming in the sea is not possible at such times for health and safety reasons. We cannot be held responsible for any inconvenience or disruption to your holiday caused by weather or any natural phenomenon. Tanzania has two seasons yearly: the wet and the dry season. The wet season runs from the end of October right through to December, and then again from the end of March to the beginning of June. They are referred to as the 'short' and 'long rains'. Travel during the 'wet' season does have its advantages: parks are less crowded, the environment comes to life with new growth and newborns, and you'll enjoy lower accommodation costs.

ONLINE CHECK-IN. The airlines we use offer online check-in at www.ba.com, www.emirates.com, www.airfrance.co.uk, www.airmauritius.com, www.etihad.com, www.qatarairways.com, www.turkishairlines.com and www.omanair.com. It is an IATA Resolution requirement for passenger contact details to be entered into an airline booking, and this can be done using the "Manage My Booking" facility or by advising us at the time of making your booking.

CLOTHING. As the weather is generally warm all year round, cool lightweight clothing is recommended. If travelling to Mauritius between June and August or Dubai, Abu Dhabi, Ras Al Khaimah and Oman between November and February it is well worth taking some warmer clothing with you for the evenings. In public areas, please respect the local religion and cover up swimwear when appropriate. Most of our hotels operate an elegantly casual approach to dining in the evening, with gentlemen requested to wear long trousers and collared shirts.

SAFETY FEATURES. Please note, we cannot guarantee lifeguards are on duty at the swimming pools; use of the pool is at your own risk. Please be cautious, particularly when diving. The depth and design of hotel pools vary. You must familiarise yourself with all pools. Young children must be supervised at all times. When our hotels provide cots for infants, it is suggested that parents satisfy themselves with the safety features prior to use, and particular caution should be exercised with regard to room facilities. Stonefish are found in the waters of the Indian Ocean so protective footwear when swimming is recommended. The government offers advice on safety on the Internet: www.gov.uk/foreign-travel-advice and www.gov.uk/travelaware.

DISABLED CUSTOMERS. No two people's needs are the same, and we therefore ask you to let us know your specific requirements at the time of booking. Confirmation in writing for clarification will also be required. Owing to the differing nature of our hotels, facilities vary, including ramps for wheelchairs, lifts, access to restaurants, access to the beach, etc.

NON-SMOKING POLICY. All rooms, restaurants, bars and in some cases public areas of the hotels are non-smoking.

LOCAL REPRESENTATIVES. We have local representatives on the ground who are there to look after you and help out straight away if you have any problems or queries. They can also suggest things to do and places to visit outside your resort.

HOTEL ACCOMMODATION. The variety of choice provided by Beachcomber in Mauritius ensures that we have a resort that will suit your requirements. Should you discover that the resort you have chosen is not what you had anticipated, we shall be happy to arrange your transfer to another Beachcomber resort (subject to availability) against payment of any additional costs for the transfers and any difference in the cost of accommodation. Day rooms: all our hotels have well-equipped Departure Day rooms with showers, etc. for your complimentary use. However, if you wish to guarantee an early check-in or late departure, a supplement can be paid prior to your departure from the UK. Room service: Available at all Beachcomber-owned hotels. All rooms have a minibar. All hotels (except Royal Palm in Mauritius which offers butler service), offer complimentary tea and coffee facilities in the room.

RAMADAN. Ramadan is celebrated annually in our destinations and will run from approximately 19 February to 19 March 2027 and 28 January to 26 February 2028, dependent on the sighting of the moon. During Ramadan, it is important to note that all Muslims fast from sunrise to sunset. Eating, drinking and smoking in public areas, as well as live entertainment during this time is generally prohibited for all. The hotels we feature make special arrangements for their guests at this time. Alcohol is served outside of the resorts from sunset onwards. In Mauritius, Ramadan is celebrated with a three-day public holiday. During this time public offices, some shops and services may be closed.

ADDITIONAL SEYCHELLES INFORMATION. The currency is the Seychelles rupee. However, settlement of bills in hotels must be made in foreign currency. The £ sterling, € and US \$ are widely accepted. It is not advisable to purchase rupees before you travel, as they are rarely required on the islands. SEA GRASS. During certain times of the year some of the Seychelles beaches get covered in sea grass and hence the swimming from these beaches is not ideal.

ADDITIONAL INFORMATION DUBAI, ABU DHABI, RAS AL KHAIMAH AND OMAN. SPORTS. Non-motorised water sports in Dubai, Abu Dhabi, Ras Al Khaimah and Oman are available at most beach hotels. Motorised water sports are available at a cost. Golf tee times can be pre-booked with us from the UK before you depart. All other excursions can be booked with our ground handlers. The Dune Safari drives are not for the faint-hearted, the 4x4 vehicles are used to their maximum and if you suffer from any medical condition or are pregnant, they are not recommended. Please check with your insurance policy. BUILDING WORKS. Extensive building works in Dubai, Ras Al Khaimah and Abu Dhabi continue to change the landscape and it is a reality that wherever you are, construction will be visible and in some cases heard. It is, however, recognised that any unavoidable disruption is to be kept to a minimum, and all the hotels make every effort to ensure that guests have an enjoyable holiday. The developments are not under Beachcomber's control, nor are Beachcomber always made aware of them in advance.

ABTA ARBITRATION SCHEME. Further information on the ABTA Code of Conduct and arbitration can be found on ABTA's website www.abta.com. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by ABTA within 18 months of the date of return from the holiday. Outside this time limit, arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way.

FINANCIAL SECURITY. The Company is a member of the Association of British Travel Agents (ABTA V1892) and holds an Air Travel Organisers Licence issued by the Civil Aviation Authority (ATOL 2995).

TERMS & CONDITIONS. This important information must be used in conjunction with our terms and conditions found here or on our website and it is important to note that a contract will exist between us from the date we issue a confirmation invoice. This important information may also be updated from time to time on our website www.beachcombertours.uk. If you would like to receive the latest copy in the post, please let us know. All information in the brochure was correct at the time of going to print (September 2026) and may change outside of our control. We have taken every care in ensuring that the information in our brochure and website is correct, but you must check that the details and arrangements remain correct at the time of booking and before you travel as services may change after publication of the brochure.

BOOKING CONDITIONS

These Booking Conditions, together with the "Important Information" on our website, in our brochure and any other information provided to you, and 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. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a) he/she is at least 18 years at the time of booking 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
- b) he/she has read these Booking Conditions and has the authority to make the booking on the basis of these Booking Conditions by all other members of the holiday party and agrees to be bound by them.
- c) he/she is financially responsible for making all payments due to us on behalf of all persons detailed on the booking.
- d) he/she 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 but not limited to, 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.

A binding contract will come into existence between you and us as soon as we have issued you a booking confirmation. Please check this and any other documents we send to you carefully as it forms the basis of our contract with you, and advise your travel agent or us immediately if anything is wrong. Changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document. 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 in which case we shall retain your deposit. 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

We reserve the right to amend the price of our unsold holidays at any time, and correct errors in the prices of confirmed holidays. We also reserve the right to increase your holiday price after you have confirmed your booking as a direct consequence of:

- i. Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources;
- ii. the level of taxes and fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- iii. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers. However, there will be no change made to the price of your confirmed holiday within 20 days of your departure, nor will refunds be paid during this period.

If your holiday cost has increased due to the above, we will contact you and ask you to make payment to us. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday, if we are able to offer one (we will refund any price reduction if the alternative is of a lower value)or cancelling and receiving a full refund of all monies paid, except for any amendment charges and/ or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. Please note that your travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

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. 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.

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. You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid. 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 an administration charge per person, per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable

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;
- d) and 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 5 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 following table.

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 or transferred 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 below.

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

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.

CANCELLATION BY YOU DUE TO UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES:

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity which will significantly affect the performance of the package holiday or carriage to your holiday 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. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip going ahead (either at all or without being significantly affected), in order to rely on this clause.

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 significantly affect travel to the travel destination as agreed in the package travel contract.

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.

6. CANCELLATIONS OR CHANGES BY US

As we plan your holiday many months in advance, we may occasionally 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 a minor 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 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 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;
- 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 destinations 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 or 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 in the following table, 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.

COMPENSATION PER PERSON

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

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) where we make a minor 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;
- d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

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. CUTTING YOUR BOOKING SHORT

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your 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 holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

8. 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 ideally 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 22 for further details.

9. OUR LIABILITY TO YOU

We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and, as such, we are responsible for the proper provision of the travel services included in your package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking in our brochure and on our website.

Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.

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 10).

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) 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 EC 261/2004 or UK261 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier. Any claims need to be made directly to the airline involved, as the airlines do not allow Beachcomber Tours to act on your behalf.
 - 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.

Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package 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.

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 Booking 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; or
- c) indirect or consequential loss of any kind.

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

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 three-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.

10. 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 suppliers' 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, epidemics, pandemics and significant risks to human health such as the outbreak of serious disease at the travel destination (including the ongoing effects of the COVID-19 pandemic) 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.

11. 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. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of our contract. We do not accept bookings that are conditional upon any special request being met.

12. ACCURACY OF BROCHURES, WEBSITE AND OTHER PROMOTIONAL MATERIAL

All information contained in any of our promotional material, e.g 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, regrettably errors do occasionally occur. We reserve the right to correct errors prior to confirming your booking.

13. BEHAVIOUR

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger, or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we 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.

14. INSURANCE

It is a condition of your contract that you have adequate travel insurance cover for the duration 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.

15. 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.

16. ENTRY PASSPORTS,VISA & IMMIGRATION REQUIREMENTS, SAFETY & HEALTH FORMALITIES FOR PACKAGE BOOKINGS

It is your responsibility to check and fulfil the entry, passport, visa, safety and health formalities and immigration requirements applicable to your itinerary. We can only provide general information about this. If you are travelling for a destination wedding you must also ensure that all legal and administrative requirements imposed by the destination country are met.

You must check requirements for your own specific circumstances (in good time before departure) with the relevant Embassies and/or Consulates, the UK Passport Office, The Foreign Commonwealth and Development Office (“FCDO”) and your own doctor as applicable. Up-to-date travel advice can be obtained from the FCDO, visit <https://www.gov.uk/travelaware>.

Requirements and the safety of the countries and areas in which you will be travelling to, do change and you must check the up-to-date position in good time before departure in order to make your decisions accordingly.

Non-British passport holders, including other EU nationals, should obtain up-to-date advice on entry,

passport, getting married abroad, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any liability if you or any members of your party cannot travel, are refused entry or incur any other loss because you have not complied with any entry, passport, visa and immigration requirements or health formalities. The information we provide is for your guidance only and you must check the relevant websites for 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.

17. 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 hawker, 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. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

18. 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 UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/ passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

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 dispatched 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 dispatched we will contact you as soon as we can to let you know.

Please note the existence of a “UK Air Safety list” (available for inspection at <http://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates>) detailing air carriers that are subject to an operating ban with the UK.

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.

19. 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.

20. CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday 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 us or the supplier concerned.

21. ABTA

You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

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.

22. 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>

23. GOVERNING LAW

These Booking Conditions and any agreement 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.