

Mark Warner Booking Conditions

Applicable to all holidays departing between 1 December 2021 and 18 April 2022

Booking Conditions

These Booking Conditions only apply to the holiday arrangements that you book with us, Mark Warner Limited, in the UK and which we agree to make, provide and/or perform (as applicable) as part of our contract with you. Your contract will be with Mark Warner Limited, company number 02434787 of 20 Kensington Church Street, London, W8 4EP ('Mark Warner', 'we' or 'us').

References to 'you' and/or 'the client' means the lead name (see clause 1.2 below) and all persons named on the booking (including anyone who is later added or substituted, whether as part of a group booking or otherwise), or any one of them, as applicable. All references in these Booking Conditions to "holiday", "booking", or "arrangements" mean the holiday that you have booked with us, or via a travel agent. References to "Departure" mean the start date of your holiday.

Communications between us

For bookings made directly with us online, we will send our confirmation invoice, any applicable amendment or cancellation invoice and any other communications to you by email. If you have booked directly with us by phone, we will also send these documents and communications by email unless you have indicated at the time of booking that you would prefer us to send these documents by post. If you contact us by email (for example with a query relating to your booking), you authorise us to reply using the email address you have used to contact us. You must therefore check your e-mails on a regular basis. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail, or if you have booked directly by phone and have chosen not to be contacted via email.

References in these Booking Conditions to "send" include e-mail and post, as appropriate. If you wish to and you have booked direct with us, you may contact us by e-mail for any of the reasons mentioned in these Booking Conditions (for example to request an amendment or notify us of a cancellation) providing you do so to admin@markwarner.co.uk. Please note that telephone calls to our reservations department may be monitored and/or recorded for training and customer services purposes. If you have booked through one of our authorised travel agents, all correspondence with us must be carried out via your travel agent.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all rights applying to packages. Mark Warner will be fully responsible for

the proper performance of the package as a whole. Additionally, as required by law, Mark Warner has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/uksi/2018/634/contents/made>.

1. Making a booking

1.1 Your Contract

In all cases, these Booking Conditions together with our privacy policy (<https://www.markwarner.co.uk/privacy>), the 'Travel Information' and 'How to Pay' sections of our website (www.markwarner.co.uk) (or the "Entire Agreement" section of our brochure) and any and all information that we sent to you about your booking, form the basis of your contract with us ("the Contract").

Before making a booking with us, you are regarded as having read and understood the Contract (promptly raising any queries you may have with us).

The Contract between us comes into existence when we issue a confirmation invoice to you or your travel agent.

1.2 Your booking

When you make a booking (including a group booking), the first named person on the booking (the 'Lead Name') is responsible for the administration of the holiday and warrants that they have the authority to make the booking (and any amendments) on behalf of all the travellers in the booking and shall be liable for:

- (i) the full payment of any deposits in addition to the outstanding balance to us or the travel agent, where applicable; (see "HOW TO PAY" as referred to above).
- (ii) the payment of any amendment fees or cancellation charges;
- (iii) confirming all travelling passenger details to our reservation team, or the travel agent (where applicable);
- (iv) the passing on to all travelling passengers of any and all information issued by us or the travel agent, in full, including - but not limited to - copies of our confirmation invoices and these Booking Conditions.

Please note that online bookings cannot be made less than 48 hours before Departure.

1.3 Payment

When making a booking (including any group booking) direct with us, deposit payments will be due in respect to all travelling adults, unless you make a booking within 12 weeks of your

Departure, in which case the full balance will be due at the time of making your booking.

Outstanding balances are due for payment no later than 12 weeks prior to your Departure. If payment is not received in full by the due date, we will issue a reminder to you (if you are booking direct with us) or to your travel agent. If, within 7 days of our issuing the reminder, we have not received full payment, we shall cancel your booking and charge you a termination fee in accordance with clause 6.

Payments to us can be made by electronic bank transfer, debit / credit card or personal cheque. If paying by personal cheque, we must receive cleared funds into our bank account (if you are booking direct with us) or the bank account of the travel agent (if you book via a travel agent), by the due date and, in any event, no later than 12 weeks prior to your Departure. In the event that you book within 12 weeks of your Departure then full payment will be payable at the time of booking and any personal cheque shall not be deemed to have been received until cleared funds have been received into our bank account, as above.

1.4 Group bookings

The 'Group Bookings' section of our brochure and website sets out special offers and relevant offer terms in respect of group bookings. By 'Group Bookings' we mean bookings made for a minimum of 8 or more passengers for a duration of 7 nights. Alternative time frames and special offers for larger groups may be available on request. The following conditions apply to Group Bookings:

- (a) All or any group offers are subject to availability and the number of group offers per departure may be limited or withdrawn without prior notice. Existing bookings that have already been made will not be affected.
- (b) Group offers may not be combined with any other discounts or offers.
- (c) Group offers may be limited to selected properties – details will be provided on request.
- (d) Group offers apply to the basic holiday price current at the time of booking. Supplements for meals, under occupancy, room facilities and insurance are excluded from any group offer. Deposits requirements may vary depending on the group offers applied to your booking.
- (e) Each traveller within the group must book exactly the same holiday at the same time. We may allow large groups to travel from different airports on prior written agreement with us, in which case group offers may be subject to change, at our sole discretion.
- (f) Group offers will be calculated on the final number of full fare paying adults travelling. Cancellation of group

numbers/travellers may result in the loss of any free places, group discounts and/or group offers that had been applied to your Group Booking.

(g) Subject to (h) below, all travellers' names must be supplied at least twelve (12) weeks before Departure or at the time of booking (together with the payment of deposits). Subsequent name changes and/or changes to the number of travellers in your group will incur an amendment fee in accordance with clause 5 (Amendments by you, the client) below. When supplying travellers' names you must, at the same time, also confirm any room-sharing requirements, failing which we and/or the accommodation provider will allocate rooms for you and your party and we cannot accept any liability if these arrangements do not meet with your approval.

(h) Travellers names may be required at the same time as making the booking on some departure dates and/or destinations.

(i) Subject to clause 1.2, any person who acts as the leader of a Group Booking shall be the Lead Name in regards to their Contract with us.

1.5 Availability

Please note that all bookings (including Group Bookings) are subject to availability.

2. Your Documents

Please carefully read your confirmation invoice, tickets and all other documents that we send you as soon as you receive them. Contact us immediately (if you have booked direct) or your travel agent if any information appears to be incorrect or incomplete - as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any documentation, as a result of any incorrect information given to us, by you. We will do our best to rectify any inaccuracies notified to us, however, you will be responsible for any costs and expenses involved in doing so except where we made the mistake. See clause 5 in the event that you need to correct any information that you have provided to us. It is the responsibility of the Lead Name on the booking to ensure that all members of your party are in possession of all necessary travel documentation (including passports, vaccination certificates, visas and any other required documentation applicable to the country to which you are travelling), before your Departure.

We cannot accept any liability if you are refused entry onto any transport, or into any country, due to failure on your part to be in possession of the correct documentation. If failure to have any necessary travel or other documents

Mark Warner Booking Conditions – continued

results in costs, expenses, fines, surcharges or other financial penalty being imposed on or incurred by us, you will be responsible for reimbursing us for any and all such costs.

For current travel advice (including passport, visa and health requirements) check the FCDO site at <https://www.gov.uk/foreign-travel-advice>. For information on health matters go to NaTHNac at <https://travelhealthpro.org.uk/>. British citizens and travel to the EU from 1 January 2021:

Passports: passports should have at least 6 months validity remaining on them and be less than 10 years old from the date of travel.

Visas: UK citizens will not require short stay visas for leisure travel to the EU Member States where their stay does not exceed 90 days in any 180 day period.

A European Travel Information and Authorisation System (ETIAS) is planned to be introduced from the end of 2022 for travel to EU member states. It is planned that an ETIAS will be valid for 3 years and will need to be applied for prior to Departure (online application).

Certain 3rd country nationals (UK nationals travelling on UK passports are exempt) will require an airport transit visa for travel between the UK and other third countries, when transiting via a EU member state (except for Ireland, Iceland, Norway & Switzerland). Airport Transit Visas can be obtained from the consulate of the country where the transit will occur.

Boarder checks: UK citizens will not be able to use the EU passport/customs channels at EU airports/ports and evidence of passport validity, purpose of travel, return or onward tickets and sufficient funds for the duration of the stay, may be required on arrival.

Health: any current European Health Insurance Cards (EHICs) will continue to be valid for travel in the EU and, on expiry, travellers will be able to apply for a UK Global Health Insurance Card (GHIC) providing similar healthcare. For travel through or to Switzerland travellers should ensure that sufficient travel insurance is in place which includes cover for medical treatment and expenses.

Driving: International Driving Permits (IDPs) will not be required for driving in the EU where the traveller has a photo card driving licence. For self drives, a physical Green Card will need to be obtained from the insurer (at a cost) and a GB sticker may also be required.

Pets: if taking pets to the EU, travellers should allow at least 1 month to obtain an animal health certificate (AHC) and relevant vaccinations from their vet.

Tax Free Shopping: duty free shopping will be available for some outbound and inbound routes. VAT refunds may also be obtained on certain goods bought

in the EU (documents will need to be completed and presented at the EU departure airport, on return). Consulates & Assistance: travellers should check to see if there is a British Embassy, High Commission or Consulate in the country to which they are travelling (<https://www.gov.uk/world/embassies>).

Food and drink: meat, milk or products containing them (except for certain amounts of powdered infant milk, infant food, or pet food required for medical reasons) are not permitted to be taken into the EU from the UK.

Credit Card Fees: the Payment Services Regulation 2017 will no longer apply from 1 January 2021, therefore UK customers may be charged credit card fees when making purchases in the EU (using a card issued by a UK payment service provider).

Mobile Roaming Fees: UK mobile operators will be able to charge roaming fees from 1 January 2021.

3. Medical conditions, disabilities and reduced mobility

If you have any medical condition, disabilities or have any reduced mobility which may affect your holiday (including any which may affect the booking process), please inform us in writing or by telephone (if you are booking direct with us) or your travel agent before you make your booking, so that we can advise as to the suitability of you chosen arrangements and, if applicable, assist you with making your booking.

You must also promptly notify us of any deterioration or adverse change to, or the development of, any medical condition, disability or change in your mobility, which may affect your holiday and which occurs after you book.

4. Prices and surcharges

The holiday prices quoted in our brochure are based on the exchange rates shown in our brochure which are taken from the Financial Times Guide to World Currencies on the applicable date and known costs on that date. Different exchange rates may be applicable to the prices shown on our website.

We reserve the right to make changes to and/ or correct errors in advertised prices (whether brochure or web) at any time before your holiday is confirmed.

We will advise you of any change or correction of which we are aware of and the applicable price prior to you making any booking. After confirmation, we offer a no surcharge guarantee. Once the price of your holiday has been confirmed by us, we guarantee it will not be increased unless you make any changes to your booking (including canceling your booking).

Please note that special offers, discounts and other deals (including in

respect of Group Bookings) which may become available after your booking has been confirmed cannot be applied retrospectively to your booking, once confirmed.

Local tourist taxes may be payable at the end of your stay. Charges may vary by hotel & destination, however, as of May 2021 these are €1 - €2.50 per person per night in France and €3 per person per night in Austria. Some resort taxes are age dependent and may be subject to change from time to time. Please note, children over the age of 2 on the date of their return flight will require a flight seat of their own.

5. Amendments by you, the client

All amendments to bookings made directly with us (including Group Bookings) must be requested by: telephone to the After Sales Department on 033 3305 7121 (and confirmed in writing, if requested by the After Sales Department); or by e-mail to administration@markwarner.co.uk; If you have booked through one of our authorised travel agents, any amendment must be made through the travel agent.

If we are able to accept the amendment we will charge an amendment fee of £35 per person, per occasion a change is made, 12 weeks or more prior to your Departure. Amendments may result in the recalculation of the total holiday price and the loss of any previously applicable discounts or other special offers (including in relation to Group Bookings), if the amendment means the conditions applicable to the previous calculation, or a discount or other offer, are no longer met (for example, because the number travelling has fallen below the minimum required), or the basis on which the price was calculated has changed (for example, because only one person is occupying a twin or double room).

Unless you are transferring your booking to another traveller, any changes made within 12 weeks of Departure and any change of holiday dates will be treated as a cancellation of the original booking by you, and cancellation charges will apply as shown in clause 6 (Cancellation by you, the client).

However, if the amendment is to increase the number of persons booked, or to book a more expensive holiday (without any other changes being made to your original booking) no amendment fee or cancellation charges will apply (although you will of course have to pay any increase in the total holiday cost, including any additional flight costs and/ or flight amendment changes).

No amendment fee or cancellation charges will apply for a name change, where the original holiday booking

otherwise remains unchanged, unless flight tickets have been issued (see below). In this case, a £35 per person amendment fee is payable.

Scheduled airlines and other transport providers may treat any change (including a name change) that is made to a scheduled flight (or otherwise) after tickets have been issued, as a cancellation of the original booking and impose 100% cancellation charges. In order to make such a change in this situation, the full cost of the flight(s) affected must be paid again by you, in addition to the amendment fee of £35 per person.

Where the amendment reduces the cost of the holiday and you have paid your full balance, we will refund any difference in the amount paid, minus the applicable amendment fee. In the event that the full balance has not been paid, we would adjust the holiday cost accordingly (and refunds would not be payable). Please also see clause 6 below.

6. Cancellation by you, the client

Cancellation will take effect only when written notification from the Lead Name on the booking is received by us or your travel agent. In the event of cancellation the deposit and any amendment charges will be forfeited. If a booking is cancelled 12 weeks or less before your Departure the following cancellation fees, expressed as a percentage of the total holiday cost excluding amendment charges, will become immediately payable to us.

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 84 days	Loss of deposit
84 to 64 days	30% of total cost of holiday (or loss of deposit if greater)
63 to 50 days	50%
49 to 29 days	70%
28 to 15 days	90%
14 days or less	100%

As stated in clause 5, cancellation charges for holidays which include scheduled flights and/ or pre-bookable extras may incur additional cancellation costs, so you will need to check with our Sales department or our website, in advance.

Written confirmation of your cancellation will be issued to you within 14 days of us receiving your written cancellation notification. Contact us or your travel agent immediately if you do not receive this.

7. Transferring the booking

If you are unable to travel for any

Mark Warner Booking Conditions – continued

reason, or decide that you do not want to take the holiday, you may transfer the whole booking to someone else/other people suggested by you and acceptable to us, providing you meet the following requirements:

- You must provide us or your travel agent with full details of who you are transferring your booking to, at least 7 days prior to your Departure; and
- Please see clause 5 for details of any amendment fees and other charges/costs which may be payable by your and/or the person you are transferring your booking to; and
- Everyone who goes on holiday in place of those who were originally due to travel must agree to the Contract and any other requirements which apply to the holiday before the change can be finalised. It is the responsibility of the Lead Name to bring the Contract to the replacement traveller's attention. If the full price should have been paid when the change is requested but hasn't been, this must also be paid before the change can be finalised.

8. Alteration or Cancellation by Mark Warner

Arrangements for the holidays featured on our website and in our brochure are made many months in advance. Occasionally, we have to make changes and correct errors on our website, brochure(s) and/or other sales and marketing materials before and after bookings have been confirmed. Occasionally, we may also have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. The possibility of such changes (which may be significant) is greater for those bookings which are made prior to publication of the brochure. However, in no case will we cancel your confirmed holiday less than 12 weeks before Departure, except where we are forced to do so as a result of unavoidable and extraordinary circumstances, or failure on your part to comply with any requirement of these Booking Conditions that entitles us to cancel (such as paying on time).

8.1 Significant Changes

Occasionally, we have to make a significant change to your booking. A significant change is a change made before your Departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect will have a major effect on your holiday. Significant changes may include:

- a change of your UK Departure airport to one which, in our reasonable opinion, is more inconvenient for you. However, a change from one London airport to another will not be a significant change (London airports are Gatwick, Heathrow, Luton, Southend and Stansted)

- a change of scheduled UK Departure time by 12 hours or more (not including flight delays)

- a change of accommodation for the whole or a substantial proportion of your holiday to an accommodation in a different resort and/or of a lower standard.

If we have to make a significant change to your booking, we will advise you or your travel agent as soon as we reasonably can and give you the choice of the following options:

- accepting the changed arrangements; or
- accepting an alternative holiday from us, of a similar standard as originally booked (if available), where we offer one. If the alternative we offer you is less expensive or of a lower standard, you will receive a refund. If it is more expensive, you will not be asked to pay any more; or
- cancelling your booking with us, in which case you will receive a full refund of all monies that you have paid to us. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If, after Departure, we are unable to provide a significant proportion of the services we had agreed to provide as part of our Contract with you, we will do our best to make suitable alternative arrangements in respect of those services. If we cannot do so or you refuse to accept these for good reasons, we will arrange to fly you back to your UK Departure airport (if your holiday includes flights) or to transport you to the point our Contracted services commenced as soon as we reasonably can.

Unless the significant change is due to unavoidable and extraordinary circumstances, we will pay you the compensation set out below, in clause 8.2.

8.2 Cancellation

If we have to cancel your booking before your Departure you can accept an alternative holiday from us, or we will refund the money that you have paid to us. We will also pay you the compensation set out below, unless the cancellation is due to unavoidable and extraordinary circumstances, or you not paying your outstanding balance on time, or as a result of your failure to comply with any requirement of these Booking Conditions. Payment of any compensation in the event of a significant change or cancellation shall not apply to any 'Advance Registration(s)', or where we notify you of a change or cancellation more than 100 days prior to your scheduled Departure.

No compensation is payable for children aged 2 or under at the date of return

travel, or for any free child places. 50% of the compensation as set out below shall be payable for anyone who has paid a child price for their holiday:

Period before departure when we notify you or your travel agent	Minimum compensation per person
More than 100 days	Nil
71 – 100 days	£20
29 – 70 days	£30
15 – 28 days	£40
14 days or less	£50

8.3 Minor changes

A change in flight time of less than 12 hours, or a change to the carrier, type of aircraft (if advised), destination airport (see also clause 9 below) or resort transfer arrangements, are minor changes, in which case no compensation will be payable. In the event that you cancel your booking due to a minor change, the cancellation charges set out in clause 6 will apply.

9. Denied Boarding Regulations

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/ or refreshments under EC Regulation 261/2004- the Denied Boarding Regulations 2005. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

10. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay compensation where the performance or prompt performance of our obligations under our Contract with you is prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of an event of Force Majeure.

In these Booking Conditions Force Majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include: (whether actual or threatened) war, civil unrest, riot, industrial disputes, terrorist activity or its consequences, natural or nuclear disasters, fire, flood, epidemics and pandemics, health risks, unforeseeable technical problems with transport, adverse weather conditions, volcanic eruption, airport, port or airspace closure restriction or congestion, flight or other travel restrictions advised or imposed by any government, regulatory authority or other third party,

sanctions and any other action from governments in the UK or overseas, and all other events outside our or our supplier's control.

Very rarely, we may be forced to change or terminate your holiday after your Departure, but before the scheduled end of your holiday, as a result of unavoidable and extraordinary events. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result.

11. Travel

Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings and delays are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, actual or potential technical problems and the ability of passengers to check in on time. Specific instructions relating to Departure and travel arrangements, including latest timings, will be sent with your e-tickets approximately 7 – 10 days before Departure. You must check your e-tickets very carefully, immediately on receipt, to ensure you have the correct flight times. It is possible that flight times may be changed even after e-tickets have been sent and we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings of less than 12 hours, and/ or aircraft type (if advised) will not entitle you to cancel or change your booking without paying the cancellation and/ or amendment charges as set out in these Booking Conditions.

In the unlikely event of a change to your confirmed overseas airport, we will of course arrange for you to be transported to and from the alternative airport without any additional cost to you.

We cannot be held liable for any delays which are due to any of the reasons set out in clause 13(2) of these Booking Conditions (which includes the behaviour of any passenger(s) at the airport or on the flight who, for example, fails to check in or board on time).

Notwithstanding the above, Mark Warner and the carrier will make all reasonable efforts as are practical to reduce the discomfort suffered by you as a result of any delay.

Mark Warner Booking Conditions – continued

12. Damage by and behaviour of you, the client

Mark Warner and its employees shall be entitled to recover from you, at any time, the costs (reasonably estimated if not precisely known) of any damage or loss caused by you during your holiday. If the actual cost of any damage or loss is less than the amount paid by you at the time, where only an estimate of costs could be given, the difference will be refunded to you. Any extra must be paid by you if the actual cost turns out to be more than was paid at the time. You agree to behave reasonably and not to disrupt the enjoyment of others on holiday. We shall treat your booking as being cancelled by you if the behavior of any traveller in your booking is, in our reasonable opinion or in the reasonable opinion of any other person in authority (including the manager of the accommodation), disruptive or causes or is likely to cause distress, danger or significant annoyance to other clients, employees, or to any third party or damage to property, whether in person or otherwise. In the event of such cancellation, our responsibility to the traveller shall immediately cease and we will have no further contractual obligations towards that person including the provision or arrangement of return travels. Further, we shall be under no liability to make any refunds or meet any costs or expenses incurred by you as a result, or pay any compensation.

Similarly, the captain of any flight has the authority to remove you from the flight and/or restrict your movement on board the aircraft. If you are disruptive and stopped from boarding your flight from/to the UK, or disruptive during your flight, we will treat your booking as being cancelled by you. We shall be under no liability to make any refunds or pay any compensation to you. You will be liable for any costs, expenses or damages, whether incurred or claimed by us, the airline, agents or any crew or other passengers, as a result of your behavior.

13. Liability of Mark Warner

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as part of our Contract with you are made, performed or provided with reasonable skill and care. We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in making, performing or providing, as applicable, your Contracted holiday arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English law subject to the English jurisdiction.

(2) We will not be responsible for any

injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from:

(i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or
(ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday; and/or
(iii) unavoidable or extraordinary circumstances (e.g. an event of Force Majeure).

(3) We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, but shall not be limited to, (i) any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website, or in our brochure, as forming part of your holiday arrangements and we have not agreed to arrange them as part of our Contract and (ii) any activity or excursion you purchase in resort. Please also see clause 15 "Website and brochure information and outside activities".

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our Contract - and the laws and applicable standards of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

(5) For all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is three times the holiday price (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 13(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Mark Warner is to be regarded as having all benefit of any limitation of compensation contained in these Booking Conditions or any other applicable convention(s). Where flights are included in your booking, your journey may be subject to certain conditions of carriage and International Conventions. You agree that the airline and/or transport company's own conditions of carriage will apply to you on that journey. When arranging

this 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 these terms and conditions form part of your Contract with us as well as with the those of the airline and/or transport company. You can ask us to provide you with a copy of any conditions applicable to your journey. The airline's terms and conditions are available on request. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier and/or transport provider for the complaint or claim in question.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any claims, losses or expenses which relate to any other business (including any loss of earnings incurred by any client who is self-employed).

(8) Where you claim against us in accordance with this clause, you or someone acting on your behalf, agree to assist us by, at the earliest opportunity and where applicable: (i) providing us with details, in writing, of your injury or death and the circumstances which led to it; (ii) providing us with a letter about your injury from your doctor; (iii) fully co-operating with us if we, or our insurers, require further information.

(9) Covid-19:

(1) We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

(2) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your Departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:
(a) Postponing your holiday to a later date. We will notify you of any impact

on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by other suppliers);

(b) If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause 7;

(c) Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance. If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

(3) You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

14. Insurance

You must have comprehensive and adequate travel insurance which provides cover that is suitable and adequate for your specific requirements and that will be effective from the time that you make your booking. We will not be responsible for meeting any sums

Mark Warner Booking Conditions – continued

which would have been covered by such comprehensive and adequate travel insurance, had it been in place from the date of your booking.

Please read your policy details carefully and take them on holiday with you. Please note most travel insurance policies do not cover activities which the insurers consider to be hazardous or risk activities. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover. We do not check insurance policies.

We do however act as an Introducer Appointed Representative for Citybond Suretravel who may be able to provide you with suitable travel insurance. Please see our brochure/ website for further details.

15. Website and brochure information and outside activities

(a) The information contained on our website and in our brochure is correct to the best of our knowledge at the time of publication. Our website and brochure descriptions often refer to other activities and excursions which are available outside the hotel / chalet and are bookable directly with the operator/ centre concerned. These activities and excursions are not run or controlled in any way by Mark Warner. They do not form any part of your Contract with Mark Warner. Accordingly, we regret Mark Warner cannot accept any liability in relation to these outside activities and excursions.

(b) Where we or your hotel / chalet make or take any booking for or from you in respect of any activity or excursion available outside the hotel/ chalet, we or the hotel / chalet, as applicable, do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity and/or excursion will be with the supplier or operator of that activity or excursion and you will be bound by the terms and conditions of that provider. Mark Warner has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion.

(c) Where your hotel / chalet makes or takes a booking for or from you in respect of an activity, facility or service provided by the hotel / chalet but which is not advertised in our brochure or on our website as forming part of your holiday arrangements and we have not taken any payment from you for this activity, facility or service, your contract for that activity, facility or service is directly with the hotel / chalet (and not Mark Warner). This contract will be subject to the hotel/ chalet's own terms and conditions. Mark Warner has no liability for any such activity, facility or service or for any act(s)

or omission(s) of the hotel / chalet or any of its employees or agents or any other person(s) connected with the activity, service or facility.

(d) We cannot guarantee accuracy at all times of information given in relation to any activities and excursions or about the resorts generally (except where this concerns the services which will form part of your Contract with us) or that any particular excursion or activity will take place or be available as these services are not under our control. If you feel that any of the activities or excursions mentioned are important to the enjoyment of your holiday, contact us before making your booking and we will tell you the latest known situation. If we become aware of any material alterations to resort information and/or such activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

16. Complaints

Should you have a problem or complaint at any time during your holiday, you must report it immediately to the hotel manager and, if applicable, the supplier of any other services concerned, who will endeavour to put things right quickly. Any complaint which is notified verbally must also be put in writing as soon as possible during your holiday. If you remain dissatisfied, please email our Customer Services department at customerservices@markwarner.co.uk. Alternatively, you can write to us at: Mark Warner Ltd, 20 Kensington Church Street, London W8 4EP

In either case, you must do so within 28 days of your return from holiday, giving your booking reference and all relevant information. Please include your e-mail address and daytime and evening telephone numbers (if you are happy for us to contact you in this way) as this will enable us to respond to you more efficiently. If you are not satisfied with our response we must be informed by you within 28 days from the date of our response to you. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected, or even lost, as a result.

17. Providing assistance

Where you or one of your party is in difficulty, we will provide assistance without undue delay. This may include providing information on health services, consular assistance, assistance with distance communications or helping you find alternative travel arrangements. In the event that the difficulty is caused intentionally by the you or one of your party, or as a result of the negligence of you or one of your party, then we may

charge a reasonable fee for providing such assistance.

18. Special requests

If you have any special requests, please inform us (if you have booked direct) or your travel agent, in writing, at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise or guarantee that any request will be complied with unless we or your travel agent (as applicable) have specifically confirmed this to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

19. Law and Jurisdiction

Your Contract with us will be governed by the law and jurisdiction of the English Courts unless you live in Scotland or Northern Ireland. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your Contract and any claim governed by the law of Scotland/ Northern Ireland as applicable (but if you do not so choose, English law will apply).

20. ATOL

Your Financial Protection. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 1176).

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable

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

Any money taken by a travel agent for your booking is held by that travel agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the travel agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the travel agent, or subsequently accepted from you by the travel agent, is and continues to be held by the travel 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.

For any holidays which do not include flights, all monies you pay us will be paid into a trust account which is controlled by an independent trustee. These monies will not be released to us until your holiday arrangements have been completed. These arrangements mean all monies you have paid us will be refunded to you in the unlikely event of our being unable to provide your holiday due to our insolvency.

21. Data protection and Photography

Please refer to our privacy policy (available at <https://www.markwarner.co.uk/privacy>) for full details of how we process personal information in connection with you, your party and your booking(s).

It is possible that while you are on holiday, photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future) No clients will be identified by name.

Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

Booking Conditions last updated 16.02.2021

