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ATOL PROTECTED (No 9373)

## Booking Conditions

The following Booking Conditions together with the General Information on our website form the basis of your contract with The Travel Department Ltd. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements. In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means The Travel Department Ltd.

**NB:** For bookings made directly with us online as opposed to by post or telephone we shall send our confirmation invoice and any applicable amendment or cancellation invoice to you by email. Additionally, if you contact us by email (for example with a query relating to your booking) regardless of how the booking was made, you authorise us to reply using the email address you have used to contact us. You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail - for example tickets will usually be sent to you by normal post. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail as set out above. References in these Booking Conditions to "send" include e-mail and post, as appropriate. NB If you have booked through one of our authorised travel agents all correspondence with us must be carried out via your travel agent.

### 1. Making your booking

The party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us (see clause 2 below). The party leader must be at least 18 when the booking is made. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document 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 document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. If you wish to, you may contact us by telephone or e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

## **2. Payment**

In order to confirm your chosen holiday, a deposit of £100 per person (or £200 per person for long haul holidays) must be made at the time of booking (or full payment if booking within 10 weeks of departure) together with the full cost of any “extras”. Please note “extras” means any items not expressly specified as being included in the basic holiday cost e.g. airport parking and event tickets. Please also see clause 6. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking. Please see clause 7 on the subject of insurance. The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice.

Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

## **3. Your contract**

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply). Changes to these Booking Conditions or the General Information shown on our website will only be valid if agreed by us.

## **4. The cost of your holiday**

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. Please note that travel arrangements are not always purchased in local

currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be payable if any decrease in our costs occurs within this period either.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

## 5. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £25 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

## 6. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums, amendment charges and any paid or owed "extras". Insurance premiums, amendment charges and paid or owed "extras" are not refundable in the event of the person(s) to whom they apply cancelling.

<b>Period before departure within which written notification of cancellation is received by us:</b>	<b>Cancellation charge per person cancelling:</b>
More than 10 weeks	Loss of deposit
10 - 6 weeks	30%
6 - 4 weeks	45%
4 - 2 weeks	60%
2 weeks - 72 hours	80%
72 hours or less	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

## 7. Insurance

We consider adequate travel insurance to be essential. Details of the policy we offer are shown on our website. It is your responsibility to check that the insurance you purchase provides you with adequate cover to meet your needs. All claims made against the insurance policy must be made directly to the insurer. You shall be responsible for making any special or increased insurance arrangements which you may deem necessary. Please read your policy details carefully and take them with you on holiday.

## 8. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before 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 to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

1. (For significant changes) accepting the changed arrangements
2. Purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper
3. Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will as a minimum where compensation is due pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you, subject to the exceptions set out below the table:

<b>Period before departure a significant change or cancellation is notified to you</b>	<b>Compensation per person</b>
Within 8 weeks	£10.00
Within 6 weeks	£20.00
Within 4 weeks	£25.00
Within 2 weeks	£30.00

**Exceptions:**

**A.** Compensation is not payable and no liability beyond offering the above mentioned choices can be accepted where

1. We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or
2. Where we have to cancel because the minimum number of persons required to operate your holiday has not been reached. We reserve the right to cancel for this reason at any time up to 4 weeks prior to the departure date.

**B.** No compensation will be payable and the above options will not be available

1. If we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or;
2. If the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

**NB.** If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

## 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 10(1) below) as a result 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 may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, mechanical failure (for example of aircraft), natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 10. Our Liability to you

1. We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

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

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or;
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or;
- 'force majeure' as defined in clause 9 above.

3. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 15 "Excursions, activities and advertised Information". In addition, regardless of any wording used by us on our website or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

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 regulations 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 complied with local laws and regulations applicable to those services at the time, 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 regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

5. As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1000 per person affected unless a lower limitation applies to your claim under this clause or clause 10(6) below. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of any adult affected in total (or the price only (excluding insurance premiums and amendment charges) paid by any person under 18 affected in total) unless a lower limitation applies to your claim under clause 10 (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. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

7. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

8. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

## **11. Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

## **12. Behaviour**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### **13. 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. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 10 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### **14. Special requests and medical problems**

If you have any special request, you must advise us 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 guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important 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.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

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

### **15. Excursions, activities and advertised information**

The information contained on our website is correct to the best of our knowledge. We may provide you with information (and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, nor supervised, nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot

accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

## **16. Passports, visas and health requirements**

British Citizens require a full 10 year British Passport for the holidays we offer. Please refer to the General Information sheet and the Notes section for each of our holidays on our website for the visa requirements (if any) applicable to your holiday. Each country has different requirements with regard to the period for which your passport must be valid following your arrival into, or departure from, that country. As a rule of thumb, your passport should be valid for at least 6 months beyond your intended date of departure from the country to which you are travelling. If your passport expires earlier, it may still be valid for travel to some countries, but you should contact your local passport office, or the consulate or embassy of the country to be visited, for advice. If you do not hold a British Citizen's passport, check with the consulate or embassy of the country to be visited for further information. A full British passport presently takes approximately 4 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 8 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure. NB this card has replaced the E111, which is no longer valid). It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. 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. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## **17. Financial security**

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9373.) This means the air holidays we advertise are ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

## **18. Prices accuracy of advertised holidaysand**

Please note, the information and prices advertised by us may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of our website and advertisements and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

## **19. Delay**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure - any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 (2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

## **20. Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## **21. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm). In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately 10 days before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Changes and cancellation by us) will apply.

## **22. Data Protection**

We are committed to protecting your privacy. Information that you provide us may include details of a party member's age, religious beliefs, dietary requirements, or physical or mental health.

This information will be held on our computers (and in other ways) for use by us for the purposes set out below:

1. Processing your party's booking, including passing the information you give us to the providers of the services which make up your holiday, for example accommodation providers, airlines, suppliers of transport services. Please note that airlines are required by new laws introduced in the United States and other countries to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to airlines with whom you are flying/booking through and to the customs and immigration authorities of any country in your itinerary;
2. If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers;
3. Information supplied by you may be processed by us for statistical analysis and/or market research, and may in certain instances be disclosed to our agents for the purpose of fraud prevention and or debt collection;
4. To contact you via e-mail, letter or phone with details of The Travel Department's or selected suppliers' products and services including financial services, which may be of interest to you.

By entering into a contract with us you agree to the use and disclosure of information by The Travel Department as described.

A copy of your personal information held by the Travel Department can be provided on request. You have the right to have any inaccurate personal information rectified or erased.

**Ref CGI MB Law Solicitors copyright**

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