

Booking Conditions for Travel Agency customers

The following easyJet holidays terms and conditions are for customers that have booked through a Travel Agent. If your booking was made directly with us through the holidays or our Customer Service team – please access your booking conditions [here](#).

1. Introduction

These are the legal terms and conditions (the “Terms”) which apply to your package holiday booking with easyJet holidays Limited. We are a company registered in England, whose registered number is 11927917 and whose registered office is at Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF.

“Terms” means these terms and conditions and our Website Terms of Use, Privacy Policy, and Cookies Policy, copies of which are available at:

[Terms of Use](#)

[Privacy Policy](#)

[Cookies Policy](#)

In these Terms when we refer to “**we**”, “**us**” and “**our**” we mean easyJet holidays Limited. When we refer to “**you**” and “**your**” we mean the person making the booking and (where applicable) all persons named on your booking confirmation and in your travel party.

“**easyJet**” means easyJet Airline Company Limited, a company registered in England (company no 3034606), whose registered office is at Hangar 89, London Luton Airport, Luton LU2 9PF

When certain words and phrases are in these Terms, they are defined terms with the meaning given below:

“**child**” is a child over two years old on the return date of the holiday and under 16 years old on the return date of the holiday.

“**infant**” is a child under two years old on the return date of the holiday.

“**unavoidable and extraordinary circumstance**” means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. These include war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with

transport for reasons beyond our control or that of our suppliers, closed or congested airports (save overbooking), hurricanes and other actual or potential severe weather condition.

You should read these Terms carefully before you book to see how they affect your specific travel arrangements. The acceptance of these Terms is a condition of purchasing a package holiday from easyJet holidays.

There may be other restrictions and conditions on specific offers, but these are explained in the details of those offers and subject to acceptance of that offer.

2. How to contact us

If you need to contact us regarding your holiday please use our contact details available on our [Contact Us page](#).

3. Your holiday booking

A booking will exist as soon as we generate a booking reference in our systems. We will send the booking confirmation email to you and your travel agent. A booking is made on these Terms.

Your booking reference will be displayed on your booking confirmation.

If you think you have made a booking but have not received a booking reference or booking confirmation, please contact your Travel Agent.

When you make a booking you confirm that you have the authority to accept and you do accept on behalf of your party these Terms.

When you make a booking through a Travel Agent, you will be able to view your booking on the 'My Account' page of the easyJet holidays website by logging in with your email address and booking reference. If you need to make changes to your booking, please refer to your Travel Agent. Please see our Privacy Policy for more details.

You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking. Please check all the details carefully and contact your travel agent immediately if there are any errors in your booking details.

Whether you book alone or as a group, we will only deal with the lead booking name in relation to booking payments, amendments and cancellations. In making this booking you accept and ensure that:

- You are over the age of 18 and have full legal capacity and sufficient authorisation to make bookings and enter into legal agreements.
- You have the consent of all persons named in the booking, as well as the authorisation of the parents of any persons under 18 years of age that are named in the booking.

- You have read all the Terms and agree (on behalf of yourself and all other persons named on the booking) to be bound by them and any applicable service provider's booking conditions.
- You are responsible for informing all persons named in the booking with regards to all relevant details; including but not limited to the statements set out in our Privacy Policy, information on schedule changes or copies of booking confirmations.
- You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking.
- You are responsible for any payments related to the booking.
- You cannot have two or more bookings covering the same travel dates and any of the same named customers live at any given time.
- If you're travelling as part of a group, we recommend making a single booking where possible, or informing us of any other bookings your booking is linked to. This will ensure that if any changes need to be made to your holiday, everyone travelling with you is looked after the same way.
- You accept the financial responsibility for all transactions made in your name or via your bank account
- You notify us (or your travel agent) at the time of booking of any personal circumstances and needs of any person included in the booking including, without limitation, whether any such person requires additional assistance (for example, if you or a member of your party have difficulty in walking 500 metres) and;
- You notify us (or your travel agent) at any time from the time of booking until 48 hours prior to the holiday starting/ flight's departure by calling our Customer Services Team if any person travelling on the booking requires special assistance or if special assistance previously requested is no longer required.
- We will confirm as soon as possible accessible transfer and accessible room availability, please be aware that we can't guarantee this and this may be up to 48 hours prior to travel as this will vary dependant on hotel. Where an accessible transfer is required an additional fee may be chargeable.
- There may be times when we feel it isn't going to be possible to properly or safely accommodate the particular needs of the person concerned in which case we might be unable to accept or have to cancel the booking.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 which are shown at the end of these booking conditions. Therefore, you will benefit from all EU rights applying to packages. The Package Travel and Linked Travel Arrangements Regulations 2018 can be found [here](#).

Specific provisions relating to River Cruise Bookings [Section 3.1]

- a) If you book a River Cruise package with us, which comprises flights, transfers to the ship and accommodation on board, this section [3.1] will apply (in addition to the rest of the Booking Conditions). If you have not booked a River Cruise package, the terms of this section shall not apply to you and can be ignored.
- b) Whilst on board the ship, you are expected to comply with the ship owners'

terms of carriage. Should there be any conflict between those terms and the provisions of this section, this section shall prevail.

c) You are expected to follow the reasonable directions of the ship's captain or anyone else on the ship with responsibility for health and safety matters. Directions may include a requirement to remain inside your cabin to prevent the spread of infection/disease. Failure to do so, or failure to comply with the ship's terms of carriage (referred to at point 'b' above) may lead to your removal from the ship. In such an event, we will do what we reasonably can to assist you but you shall be responsible for making alternative travel arrangements, at your own expense. Furthermore, we shall have no liability to you or your wider party for costs, expenses or losses that you suffer as a result of your removal.

d) Tours and experiences may be offered on board the ship during your package. These are not operated by us and we expressly refer you to clause 21 (Experiences) of these booking terms for further information.

e) If you have a special need, disability or are pregnant you may not be able to participate in the package, or parts of it, and you are encouraged to contact us prior to booking your River Cruise package. We will try and make reasonable adjustments to allow you to participate but if we, or the ship's captain are of the view that your health and safety, or that of others may be at risk as a consequence of your booking, or that we are unable to make the necessary adjustments to accommodate your needs, we may reject your booking. If we do this, the remaining provisions of these booking terms will apply regarding your refund and we will not be liable to you for any losses or damage you suffer as a result.

f) For safety reasons, customers in wheelchairs are not permitted to be carried on and off boarding/gang ramps whilst the ship is anchored. Customers with limited or restricted mobility, and wheelchair users should also be aware of general space restrictions on the ship. In particular, certain corridors and restrooms are not wheelchair accessible and there are no lifts on the ship to different floors. Motorised mobility scooters may not be used on board at any time.

g) Please be aware that deck plans, images, ship layout and cabin sizes shown on our website may vary and are not necessarily drawn to scale. We cannot guarantee that each scene we depict on our website will be available on your package. We are not liable to you in respect of any missed scenes or views, which may be obscured, particularly when the ship is moored overnight.

h) The ship's captain reserves the right to amend the day-to-day itinerary as required by the river authorities, and or due to lock opening/closing times, rail and road bridge opening/closing times, the level of water in the river and local weather conditions.

4. Personal Data

By accepting the Terms, and pursuant to UK legislation, including European legislation applicable in the UK on data protection and particular legal aspects of electronic commerce, you consent and authorise us to request from the contracted service providers and process any personal information relating to you or your group. We process your personal information so far as necessary to allow us and our suppliers to deliver your holiday and this may involve the transfer of data outside the EEA. Further information on the processing of your personal data can be found in our [Group Privacy Policy](#).

Such information shall be treated in compliance with UK legislation, including European legislation applicable in the UK, as well as any other such legislation that substitutes, complements or elaborates the privacy and data protection legislation, and will be used to process bookings and payments made at your request.

For the purposes of these Terms, personal information includes, but is not limited to: any telephone numbers, e-mail addresses, addresses, signatures, ID or passport details, credit card details, personal preferences, disabilities, or any other personal information related to you or your group that may be relevant for your booking.

When you provide personal data to us which relates to another person, you must obtain their consent for you to provide such data to us for processing in relation to the booking. If they do not consent, you must not provide such information to us.

5. Your holiday is financially protected – ATOL

We provide financial protection for our flight inclusive package by way of our ATOL, license number 11694 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email claims@caa.co.uk.

When you buy an ATOL protected flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if you need to make a claim.

We will provide you with the services listed on the ATOL Certificate, or a suitable alternative. In some cases, where we are unable 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 agreement 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 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.

Residents of the Isle of Man and the Channel Islands are not covered by the CAA ATOL scheme. Therefore, we have taken measures to provide insolvency protection with [International Passenger Protection Limited \(IPP\)](#) to safeguard the financial interests of these residents.

6. Protecting Standards - ABTA

We are a Member of ABTA, membership number Y6633. 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, use [ABTA's simple procedure](#). Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

7. Before you go

It is important that you have sufficient insurance in place to cover you and all other members of your party, including infants and children. Please ensure that you have a valid travel insurance policy in place from the time of booking. You should ensure this provides adequate cover if you need to cancel, require medical attention overseas, or if your return to the UK is delayed. Visitors to European countries are also recommended to obtain a [Global Health Insurance Card](#) but this is not a substitute for travel insurance.

It is your responsibility to secure the appropriate passport, visa and other immigration documents required for your holiday, and/or to comply with any health formalities required. We do not accept any responsibility if you cannot travel because you have not complied with the passport, visa, and immigration requirements and / or you fail to comply with all applicable health requirements. Following the UK's exit from the European Union, rules on passport validity (visas, and healthcare) have changed, you must follow the latest [government guidance](#).

You need to be confident that your holiday is right for you. You can find [foreign travel advice](#) and travel aware by visiting the Foreign Commonwealth & Development Office website, where you'll find essential travel advice and tips and country-specific information. The advice can change, so please check regularly for updates.

We want you to holiday with confidence. You will find some helpful advice on our website to help you have a [safe and enjoyable holiday](#).

8. The price of your holiday

Before making your booking, you will be informed as part of the pre-contractual information that we provide to you about the existence of additional costs arising or likely to arise from the services included in your booking and associated with the holiday booked. All prices advertised on our website reflect the total price including sales taxes. However in certain destinations you may need to pay tourist/city taxes locally and/or breakage deposits. Where known to us we will endeavour to indicate these amounts at time of booking / in your booking confirmation and you can view our [Tourist Tax Guide](#) within our help centre which includes an indication of tax amounts.

All prices advertised on our website are accurate at the date published but we use a dynamic pricing model which means that our pricing can go up or down.

Promotional Codes & Discounts

We occasionally make available promotional codes and other discount offers ("Promotion(s)") for use when booking through one of our appointed travel agents. Use of Promotions is strictly in accordance with the Promotion terms and conditions, including any applicable minimum spend. Promotions sent directly to individual customers are intended solely for that customer's use - sharing of Promotions by any means is not permitted and will invalidate the Promotion. Any booking discount received following improper use or use of a non-valid Promotion will be removed and the discounted amount will be payable in full, otherwise the booking will be cancelled (and cancellation charges applied).

9. Paying for your holiday

When you make your booking you must pay a minimum non-refundable deposit of £60 per person. If you book 28 days or less before your departure (or 42 days before departure if you book by calling the telephone number on the easyJet holidays website after 17 January 2024), or at such other time as required by your travel agent, you must pay the full holiday cost at the time of booking. You will be advised by your travel agent at the time of booking of the payment terms.

When you pay a deposit, your travel agent will advise you of the balance owed and the due date for the remainder of the payment. You must pay any balance due by the date requested by your travel agent who will send you a reminder using the contact details you gave for the lead name on the booking. If the balance is not paid in time, your booking will be cancelled and we will retain your deposit. All payments you make are non-refundable unless your booking is cancelled and a refund (which may include a part refund) is due to you as set out in Section 13 (If you cancel your holiday) or Section 15 (**If we cancel your holiday**).

Payments must be authorised by the cardholder. We reserve the right to cancel or block your holiday payment, or take other action to protect us and our systems, with or without prior notice if:

- the payment transaction has an elevated risk of fraud measured by examining a range of pre-set data and based on our extensive knowledge and experience of fraud attempts;
- the cardholder did not authorise the payment and claims that the holiday booking is fraudulent;
- or we reasonably suspect that the cardholder or passenger is connected to other fraudulent activity.

If we block your payment as set out above, we may request that you make payment with a different payment method or payment card.

10. Price changes after making your booking

After you've made a confirmed booking for a holiday, there are limited circumstances in which the price of that holiday can increase. There will be no change to the price within 20 days of your departure date, but we can increase the price of your holiday at any time up to 20 days before the departure date if we need to do so because there's been a change in the cost of providing your holiday that's outside of our control, such as the cost of fuel or other power sources used for transportation, taxes or fees (such as tourist/airport/port taxes and fees), or exchange rates. If the price of your holiday does increase, you'll have to pay plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means you'll have to pay an amount that's more than 8% of your Holiday price, you'll have three choices, either: 1) accept the price increase; 2) you can accept a change to a different holiday that we offer you. If the holiday we offer is of equivalent or higher quality you won't have to pay more, and if it's of lower quality we'll refund the difference in price; or 3) if we can't offer an alternative, or if you don't want to accept the alternative holiday we offer, you can cancel and receive a full refund (except for any amendment charges you've paid). You need to decide on option 1), 2) or 3) within 14 days of the date we notify you of the price increase. If we do not hear from you, we shall send a reminder to you, and if you still do not respond then we may cancel your holiday and provide you with a refund. Should the cost to us of providing your holiday go down due to any of the changes mentioned above, then we'll refund the amount of the decrease that exceeds our administrative expenses of processing the refund.

Our holiday prices can go up and down but when you make a booking the price of your holiday is confirmed by us (subject to the conditions mentioned above and clause 11 below). If the same holiday you've booked is available on our website at a different price after your booking is confirmed, we won't refund or ask you to pay the difference between those prices.

11. Pricing errors

We endeavour to ensure that all pricing and other information on the website is accurate. However, it is always possible that despite our efforts there may be times when obvious errors occur such as the price or some other detail displayed being incorrect.

If we confirm and process your booking where a pricing or other error is obvious and could reasonably have been recognised by you as a mistake, we reserve the right to terminate the contract and refund you any sums you have paid us.

12. If you change your booking

If, after our booking confirmation has been issued, you wish to change your holiday arrangements in any way, for example your chosen departure date or accommodation, we will do our best to make these changes but it may not always be possible. Please refer to the tables below for information about changes (including details of amendment fees payable).

Any request for change must be made with the travel agent you booked through, by the lead person who made the booking. If the changes are possible there will be an

administration charge as per the table below. This is in addition to any increase in the price of the new arrangements including charges made by suppliers. You should be aware that these prices could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

When changing your holiday details, the price of your new holiday arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. If the new price is lower and you make the change more than twenty-eight (28) days before travel, we will apply the reduction to the amount you have to pay. You won't be entitled to a price reduction if the change is made within twenty-eight (28) days of travel.

Note: Certain holiday arrangements may not be changed after a booking has been made and any change request could incur a cancellation charge of up to 100% of the price.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, including the same party size and adult/child combination, by giving us notice via your travel agent as soon as possible and no later than 3 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer and the new traveller agrees to comply with the Terms.

You are not permitted to resell or advertise your booking for resale to any other party on any selling platform, social media or other outlet, or for any financial gain.

Changes and Fees

Destination date or person change

Destination date or person change

21 days or more before travel

20 days or less before travel

Hotel, flight time or name changes

If you select seat numbers on our aircraft, your seat selection is non-refundable if you choose to cancel your seat, or downgrade to a different seat. If you change your booking to a different flight, we will try and offer you comparable seat numbers, but no refund will be offered where this isn't possible. Any additional flight services you book (such as sports equipment or extra baggage) cannot be changed and are non-refundable (unless we have to cancel your flight).

Our standard charges and fees above will apply unless the booking qualifies for an amendment under the exceptional terms of our Flexible Booking Options. Where applicable, Flexible Booking Options terms and conditions are available on request from your travel agent.

13. If you cancel your holiday

If you need to cancel your holiday booking, you must contact your travel agent as soon as possible.

You can always cancel your booking without paying cancellation charges if the performance of the travel services included in your package, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office in connection with all but essential travel.

In other circumstances, if you want to cancel your holiday package and we are not at fault, we will apply a cancellation charge in accordance with the table set out below. The cancellation charge is calculated according to how many days before your booked departure we receive your cancellation notice, and is to cover our administrative and management costs of cancelling your holiday and to compensate us for the risk that we may be unable to resell your holiday. If you cancel, you must still pay any insurance premiums and amendment charges which arose before the cancellation.

We will confirm to you the amount of the cancellation charge when you contact us. You will be responsible for paying this charge. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge for those passengers. If at the time of cancellation, you have paid us more than the cancellation charge, you will be entitled to receive a refund of the difference back.

Cancellation charges

Cancellation charges

28 days or more

27 days to 14 days

13 days to 0 days

Our standard charges and fees above will apply unless the booking qualifies for an amendment under the exceptional terms of our Flexible Booking Options. Where applicable, Flexible Booking Options terms and conditions are available on request from your travel agent.

If you or any member of your party doesn't travel on the outbound flight, and you fail to let us know before you were due to depart, the hotel and transfer services included in your package will be treated as being cancelled and you won't be entitled to a refund.

14. If we change your holiday, other than price

Our holiday descriptions are based on research of hotels by our teams and information we receive from our suppliers. We plan your holidays many months in

advance and changes to hotel information, facilities, activities, services and board basis can occur for a variety of reasons. Hotels may also be affected by building work or renovations and advertised facilities and activities may be temporarily unavailable, especially during times when hotels have lower occupancy at the start and end of seasons. If we're made aware of changes, we try to include updates on our website. If after booking, we consider that a change is important, we'll try and tell you about it as explained below. Where we quote transfer times between the airport and resort, these are a guide; the journey time to your chosen hotel may vary.

We hope that we will not have to make any change to your holiday but, we sometimes do need to make changes. It is a term of your booking that we are able to make such changes.

Insignificant Changes

If the change is insignificant, we'll try and tell you about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, change of accommodation to another of the same or higher standard, changes of carriers. Where we are unable to provide a seat option that you have paid for we will refund the amount you have paid.

Significant Changes

Occasionally we may need to make a significant change to your holiday. Examples of significant changes include, but are not limited to:

- a change in your flight departure time by more than 12 hours;
- a change to your departure or arrival airport to one which is significantly more inconvenient to you (this does not include changes between airports in the same city);
- a change in your destination locality; or
- a change of accommodation to that of a lower category.

A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a significant change to your holiday unless the delay is for more than 24 hours.

If we make a significant change we will contact you before you travel (if there is time), and we will endeavour to offer you the choice of:

- accepting a replacement holiday from us of equivalent standard and price, at the date of the change, if we are able to offer you one; or
- accepting a replacement holiday from us of a lower standard, at the date of the change if we are able to offer you one and recover from us the difference in price between the holiday originally purchased and the lower standard holiday; or
- cancelling your holiday with us and receive a full refund of all monies paid.

If there is a significant change within 28 days of departure, we will also pay you compensation, using the compensation table shown below, unless the change is due to unavoidable and extraordinary circumstances.

Please check the notification of changes carefully and let us know your decision within 2 days. If you do not respond to us within the timescale given your booking may be cancelled.

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

Within 28 days of departure the following applies :

Period before departure in which we notify you	Amount you will receive from us for each full fare paying customer
27 - 8 days	£30
7 – 0 days	£50

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on 'Free Child places', or other free places.

We will only make one compensation transaction per booking.

15. If we cancel your holiday

If we cancel your holiday because of your conduct / behaviour (section 25, Conduct), we will not issue a refund.

If we cancel your holiday because you have not paid your final balance by the due date, we will not issue a refund of the deposit you have paid.

If we cancel your holiday for any other reason, you can either have a full refund or accept a replacement holiday from us of:

- (i) at least equivalent standard and price, if we are able to offer you one or;
- (ii) a lower quality holiday, if we are able to offer you one and recover from us the difference in price between the holiday originally purchased and the lower standard holiday.

Should you choose option (i) or (ii) above, the terms and conditions applicable to your holiday will not change and these Terms will apply to your new booking. We will pay you compensation using the scale shown in section 14 (If we change your holiday), unless:

- a) we cancel your holiday because of an unavoidable and extraordinary circumstance; or
- b) we cancel your holiday because you do not pay us the balance of the holiday

price; or

c) we cancel your holiday pursuant to section 25 (Conduct).

16. Complaints

If you have a complaint about any of the services included in your holiday, you must inform the supplier of the service in question locally without undue delay who will endeavour to put things right. If it is not resolved locally, please **contact us** straight away through our 24/7 Holiday Hub and we will seek to assist you.

If you are still not satisfied then please follow this up as soon as possible after your return home and within 28 days by writing to our **Customer Services Team** giving your booking reference and all relevant information, including contact telephone information.

If you fail to follow the requirement to report your complaint whilst in destination, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see Section 6 above (on Protecting Standards – ABTA).

17. Our liability to you

a) We are responsible for making sure that each of the travel services in the package holiday you book with us is provided to a reasonable standard and as described by us.

b) You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

c) We may pay compensation if you suffer injury, illness or death directly as a result of the services provided as part of your package holiday; any such compensation will be similar to compensation levels awarded under English law in an English court, and in respect of any claim for such compensation, you will also be required to comply with the requirements of section 19 below.

d) We will not be liable under 17 b) or c) above in respect of any claim which is due to:

- you or another member of your party; or
- a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or
- an unavoidable and extraordinary circumstance; and/or
- (i) unusual and unforeseeable circumstances beyond our control which could not have been avoided even if all due care had been exercised; or (ii) an event we or the supplier of services could not foresee or forestall.

We take all reasonable care to make sure that all the services which make up your package holiday are provided by efficient and reputable businesses. These businesses should follow all local standards and regulations. However please note that standards overseas (even in Europe) may not be the same or as high as those that apply in the UK.

18. Other limits of liability

Our liability, except in cases involving death, injury or illness, is limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with

a) the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) for example the Montreal Convention in respect of travel by air, the Paris Convention in respect of the provision of accommodation, and the Athens Convention in respect of travel by sea, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

Please see section 22 for easyJet flight terms. You can ask for details of other applicable travel service contractual terms, or the international conventions, from our Customer Services Team.

You have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be available at airports and from the airline. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these Terms. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible for us to ensure your return as agreed according to your booking due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Please note this section 18 does not apply to any separate contracts that you may enter into for experiences or activities whilst on holiday. Further details on experiences can be found below.

19. Personal Injury

If you suffer injury or illness on your holiday you agree to assist us with our investigations in the following ways:

- you should contact our 24/7 On Holiday Support team and the service provider involved, about your injury or illness while you are in the resort;
- you should write to our customer services team about your claim within 1 month of coming home from your holiday to allow us to investigate it properly and cooperate with us so that we can carry out such investigation;
- you should include a letter about your injury or illness from your doctor if you can;
- you will transfer to us any rights you have against the supplier or any other person, so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this; and
- you should cooperate fully with us if we or our insurers want to enforce any rights transferred to us.

20. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance, and helping you to find alternative arrangements and necessary phone calls or emails. We may require you to pay the costs we incur for providing this assistance, if the difficulty is your fault.

21. Experiences

Experiences or other tours, excursions, attraction tickets, sightseeing trips, spa/wellness centre treatments and visits (which are booked and paid for locally at the hotel/spa/wellness centre), events or activities ("Experiences") that you may choose to book or pay for in connection with your holiday do not form part of your Package and are not governed by the Package Travel and Linked Travel Arrangements Regulations 2018. This applies to any Experiences you book before you go or during your holiday which are offered through Musement S.p.A, or any other independent local Experience organiser or provider. We don't have any responsibility or liability whatsoever for anything that happens or may go wrong with an Experience that you book through Musement or independently. easyJet holidays do not act as principal for the experience provider in the sale of any Experiences. If you book an Experience your contract will be directly with the third party Experience provider. It is your responsibility to note carefully any terms and conditions which apply to the Experience or which are contained on any Experience advertisement, website, ticket or receipt you are given. Your Experience contract may be subject to the laws and jurisdiction of the country in which you take the Experiences.

22. Flights

When you fly with easyJet, your journey is subject to easyJet's flight terms and conditions [easyJet's flight terms and conditions](#) and these form part of your contract with us for your package holiday. They include conditions about baggage, seat selection, airport procedures and times, and limits under international conventions.

Before you travel, you will be able to buy additional flight services such as additional baggage, adding sports equipment or selecting your seat numbers on the aircraft. Some of these services are available at the time of booking your holiday or in my account post booking. Charges apply for these additional services and refunds will only be offered if we have to cancel your flight.

23. On line Check in

All customers must check-in online before they travel. You will be able to check in online for your flight prior to departure via www.easyjet.com. When checking-in online you will be required to provide your Advanced Passenger Information and have your booking reference to hand. You can find online check-in opening and closing times [here](#).

24. Additional conditions

Transfers for children/infants

Please note that infant car seats and/or children's car booster seats are not provided for any transfers and must be taken as part of your baggage. If you are travelling with an infant who requires them, you can bring two items for free with you. These include a travel cot, pushchair, double pushchair, buggy, car seat, collapsible or non-collapsible pram, booster seat and/or baby back carrier (please check they are suitable to take on board). Any additional baggage is at your own cost.

Sports Equipment

Where you are travelling with any sports equipment, your holiday price may increase due to costs relating to additional transfer requirements for such equipment. Please contact our customer service team prior to booking to discuss your requirements.

Your accommodation

Any accommodation we arrange for you must only be used by those people named on the final version of your booking confirmation. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay and you may be asked to pay a breakage deposit upon check-in. These charges must be met by you and may have to be paid locally.

25. Conduct

Your behaviour

We reserve the right to refuse to accept you as a customer, deny you from boarding our flights and other services, support our hotel partners in evicting you from accommodation, or terminating your holiday contract or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents at the point of

departure or in resort in any risk or danger, whether on the telephone, in writing or in person.

If our staff believe that you could be or have been threatening, abusive, disruptive or that you present a risk to health and safety, or for any other reasons including those set out in [easyJet airline's terms and conditions](#), including, without limitation, our right to refuse carriage, they can also refuse to let you proceed with your holiday arrangements, restrict your movements, or disembark you from an aircraft. If you are prevented from boarding your outbound flight, we will treat your booking (and any subsequent flights that may form part of your booking) or any future booking, as cancelled by you from that moment, and you will have to pay cancellation charges as set out in Section 13.

If such an incident occurs overseas that results in your eviction from a hotel or being denied use of your return flight or other services, then you will become responsible for arranging and paying for your own accommodation and return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur. Alternatively, at our discretion, you may be allowed to continue with your holiday but may have to comply with specific conditions.

In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs, fines and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any holiday maker, passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft for the purpose of removing you from the aircraft. Criminal proceedings may also be instigated.

Your acceptance of risks

Some of the activities you might choose to take part in during your Holiday may involve a degree of personal risk. The natural environment can, at times, be hazardous and many activities, such as water sports, waterslides, self-drive rental vehicles and ski/snow related experiences are activities with a risk of personal injury or death. If you decide to take part in such activities, you accept these risks and you are responsible for your own actions. It is your responsibility to follow the safety instruction provided by guides or instructors and observe any applicable notices. A failure to do so will increase your risk of injury. Your holiday booking is accepted by us on the basis that you understand and accept the risks involved in such activities. You are under no obligation to take part in any activity offered to you as part of the holiday. If at any time you or a member of your party feels unsafe, uncomfortable or unsure about taking part in an activity during your Holiday you should immediately stop and report your concerns to the organiser, instructor or relevant person in authority. You must ensure you have suitable travel insurance for the activities you plan to take part in.

The behaviour of others

We cannot accept liability for the behaviour of other people staying at your accommodation or travelling on your flight, or for any facilities/services being withdrawn as a result of their actions. We're not responsible and will not be liable for accidents or injuries, loss or damage which may have been caused as a result of; (a) your inappropriate or irresponsible behaviour; (b), your judgment being impaired by alcohol.

26. Contacting you

We will communicate with you using the email address you have provided. This is our primary means of communication so please ensure that your email address is correct and that emails from easyJet holidays are not treated as 'spam'. In the event of disruptions or changes to your holiday we may contact you via email, phone or SMS.

27. Travel Agents

All monies you pay to a travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

28. Law and Jurisdiction

This agreement and our services shall be exclusively governed by and construed in accordance with English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Package Holidays - Key Rights under the Package Travel Regulations

You also benefit from consumer protection under package travel laws. Your key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 are set out below:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent. Visit our [contact us page](#) for more information on contacting easyJet holidays.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price

increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. We (easyJet holidays Limited) have taken out insolvency protection under the ATOL scheme, which is administered by the UK's Civil Aviation Authority (CAA). Travellers may contact the CAA if services are denied because of our insolvency at the following details:

CAA Contact Details:

The Civil Aviation Authority

Gatwick Airport South
West Sussex
RH6 0YR

claims@caa.co.uk

ATOL Helpline: 020 7453 6350

Website: www.atol.org.uk

