

Terms and Conditions

These Booking Conditions, together with any other written information we bring to your attention before confirming your booking, form the basis of your contract with Fred. Holidays a trading name of Fred. Olsen Travel Ltd whose address is Fred. Olsen House, 42 White House Road, Ipswich, IP1 5LL. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions apply generally whether you have booked one of our Packages (Inclusive Price Combinations) or our single component items, e.g. accommodation or transport only. Please note however that where you have purchased a single component, there is a different condition as to liability.

Please see 'Our Responsibilities' clause below.

By making a booking, the lead named person on the booking agrees on behalf of all persons detailed on the booking that:

- He/she has read these terms and conditions and has the authority to and agrees to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and resident in the United Kingdom

Booking and Paying For Your Arrangements

A booking is made with Fred. Holidays when a) you tell us that you would like to accept our written or verbal quotation and b) you pay us a deposit of £150 per person unless advised differently at the time of booking. For cruise holidays including expeditions and airline bookings you will be advised of the deposit amount at the time of booking. When we issue you with a confirmation invoice, a binding contract will come into existence. Upon receipt, if you believe that any details on the confirmation or any other documents are wrong you must advise us immediately as changes may not be possible later. The balance of the cost of your arrangements (including any applicable surcharge) is due 90 days prior to scheduled departure but on some products we require payment at different stages and this will be advised to you. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable

Your Financial Protection

We provide full financial protection for our package holidays. If you buy a single travel service then this might not apply. For flight-based holidays this is through our Air

Travel Organiser's Licence number (0944), issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for the unlikely 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 are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for the unlikely 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. When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA - The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

Pricing

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays within 7 days of the booking.

The price of your holiday is subject to change after you have booked only in certain circumstances. These include changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates, any or all of which may mean a variation in the price of your holiday after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements (excluding any

amendment charges and/ or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice, and we will provide a refund of any insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him 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 him, 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. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

Travel Insurance

We reserve the right to refuse or cancel a booking if you do not have personal travel insurance. We will treat any cancellation for this reason as a cancellation by you and the cancellation charges will be payable as set out below. Please read your policy details carefully and take them with you on holiday.

It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs, and covers all travel, cancellation, medical and repatriation liabilities for the holiday. We reserve the right to request full details of your insurance policy however please note that we do not check insurance policies for suitability. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

Cancellation by You

If you or any other member of your party decides to cancel your confirmed booking, you must notify us in writing. Your notice of cancellation will only take effect when we receive it in writing at our offices at Fred. \ Holidays. Please note proof of postage (whether Royal Mail or e-mail) is not proof of receipt. You will be responsible for applicable cancellation charges up to the maximum shown below, unless otherwise

advised. The cancellation charge detailed is calculated as all non-refundable items plus a percentage of the remaining total cost payable by the person(s) cancelling:

90 days or more - loss of deposit and non-refundable items

89 - 57 days - 60%

56 - 43 days - 75%

42 - 15 days - 85%

14 - 00 days - 100%

We strongly recommend you take out suitable insurance to cover you for possible eventualities that would require you to cancel your holiday. Holiday insurance premiums not paid to us are not refundable in the event of cancellation.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, 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 Office.

Changes by You

If, after our confirmation invoice has been issued, you wish to change any part of your booking you must inform us in writing. Whilst we will do our utmost to assist, we cannot guarantee that we will be able to meet your requested change. All changes will be subject to any applicable rate changes or extra costs incurred, as well as any costs we incur in making this alteration and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Please note that certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you and a cancellation fee may be payable. Please note also that it is important at the time of booking to advise the names of travellers that match the name given on their passport. Failure to do so will usually result in a name change charge by the airline.

Changes or cancellation by us

As we plan your holiday arrangements many months in advance, we may occasionally have to make changes to or cancel your booking and we reserve the right to do so at any time. If we make a significant change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of

arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. Except where the significant change is due to unavoidable and extraordinary circumstances (where unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken), if you choose to cancel we will also pay compensation. These options do not apply for insignificant changes. Examples of insignificant changes include alteration of your outward/ return travel by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, and changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change. Alteration of the holiday may be made of necessity or because it appears to us or any other party acting as operator responsible for the holiday or part of the holiday desirable for the safety, comfort or enjoyment of passengers or the operational efficiency of the holiday. Where possible and appropriate, we will make reasonable efforts to ensure that any changes are as limited as practical. Such alteration will not amount to significant alteration of the holiday contract.

We will not cancel your travel arrangements less than 10 weeks before your departure date (90 days for a cruise holiday), except for reasons of unavoidable and extraordinary circumstances or failure by you to pay the final balance. We may cancel your holiday before this date if, for example, the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value). In some cases, except where the cancellation is due to unavoidable and extraordinary circumstances, we will pay compensation as detailed below but this does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you - Amount you will receive from us

43 – 90 days(90 days if a cruise holiday) - £20 per person

27 – 42 days - £30 per person

15 – 26 days - £40 per person

00 – 14 days - £50 per person

We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it is in our opinion likely to cause distress, damage, danger, or annoyance to our customers, our/supplier employees, or to any third party, or to property. If you are prevented from travelling because, in our or our suppliers' opinion, you appear to be unfit to travel or likely to cause discomfort or disturbance to others, our responsibility for your holiday ceases

and we shall be under no obligation to pay any refund, compensation or costs to you. Please note that we have no control over the behaviour of other persons staying at or visiting your holiday accommodation and we are not responsible for any withdrawal or impairment of facilities or other loss or damage caused by them. Under no circumstances are you entitled to share or sub-let your accommodation with anyone other than those individuals shown on your booking.

Our Responsibilities

We are a Member of ABTA, membership number Y0128. 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 arising out of this contract, which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

- **Single Components**
If you have purchased a 'single component' i.e. accommodation or transportation only, then your booking is not a package as defined by the Package Travel and Linked Travel Arrangements Regulations, but we have a duty to select the accommodation/ transport providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation/transport, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or during the transportation or any acts or omissions of the provider or others.
- **Package Holidays**
Subject to these booking conditions, your holiday arrangements will be made or performed using reasonable skill and care. We will be responsible if our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care as long as they were acting within the course of their employment or carrying out work that we had asked them to do.

We will not be responsible or pay compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description, which results from: the act(s) and/or omission(s) of you or another member of your party; the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or unavoidable and

extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations that apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

(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) any relevant international convention, for example the Warsaw/Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne/Cotif Convention in respect of travel by rail, the Paris Convention in respect of the provision of accommodation, and the Strasbourg Convention (CNLI) in respect of travel on inland waterways, 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. We limit the amount of compensation we may have to pay you if we are found liable under this clause for loss of and/ or damage to any luggage or personal possessions and money to a maximum amount of £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

You can ask for copies of the travel service contractual terms, or the international conventions from our offices. Under EU law (Regulation 261/2004) 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 publicised at EU airports and available from airlines. 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 booking conditions. 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 to ensure your return as scheduled 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 does not 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.

Complaints

If a problem occurs whilst you are on holiday, you must inform the relevant supplier immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction at the time, you must also contact us immediately by telephoning our offices on 00 44 808 231 3744 so that we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return to the UK quoting the original booking reference and giving all relevant information. PLEASE NOTE: If you fail to follow the requirement to report your complaint whilst on holiday, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details by writing or emailing us, before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible.

Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. You must check requirements for your own specific circumstances with the relevant Embassies and/ or Consulates and your own doctor as applicable. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check

with the Embassy of the country you are visiting. For further information please contact the Passport Office on 0870 5210410 or visit www.gov.uk. Special conditions apply for travel to the USA and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk. For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign, Commonwealth & Development Office (FCDO), visit www.fco.gov.uk. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Delays and other Travel Information

In some destinations, a compulsory city tax may be applicable and will be charged to you locally.

We regret we are unable to offer you any assistance should a delay disrupt your itinerary. Any airline or other transport provider concerned may however provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay that is due to rescheduling times by the airline or airline authorities or caused by unavoidable and extraordinary circumstances. The latest flight timings will be shown on your tickets, which will be dispatched to you approximately two weeks before departure. You should check your tickets very carefully immediately upon receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know. Your rights under EU law are included under "Our Responsibilities".

Jurisdiction

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

Data Protection

Personal details will be held and processed by us to enable fulfilment of the holiday contract. You hereby agree to this information being passed to any third parties in order for the supply of the holiday. Personal details supplied to us may also be used for marketing purposes but only with your clear, active consent. We will not disclose personal details to third parties for marketing purposes without express permission. Our Privacy Notice can be viewed at www.fredholidays.co.uk/privacy.

(updated April 2020)

