Jetset Booking Conditions - Updated August 2023

Please Read These Before Booking

Booking Agreement This document contains terms and conditions governing any travel bookings made through Cresta World Travel Limited (the "Company"), company number 2662445, trading variously as 'Jetset', 'Jetset Flights', 'Jetset Holidays', 'Jetset Holidays', 'Jetset Tours, 'Jetset Groups', 'Jetset Tours, Flights and Tailor-Made Holidays', and whose registered office is at Cresta House, 32 Victoria Street, Altrincham, WA14 1ET, ATOL Licence No. 3200, ABTA Nos. W7072 and V5018. References throughout this document to either the Company or Jetset are synonymous with the above company and trading names.

Below are the conditions of the agreement between you ("you") and Jetset for a PACKAGE booking (defined below) or between you ("you") and the supplier (the "supplier") for a FLIGHT-ONLY or GROUND-ONLY booking. The GENERAL CONDITIONS below in Section C are applicable to each of Package and Ground-Only and Flight-Only bookings unless stated otherwise.

A. PACKAGES AND GROUND-ONLY A package booking is a combination of at least two different types of travel services from the following list booked for the purposes of the same trip or holiday, and as otherwise defined by the Package Travel and Linked Travel Arrangements Regulations 2018:-

- (a) The carriage of passengers;
- (b) The provision of accommodation which is not intrinsically part of the carriage of passengers and is not for residential purposes;
- (c) The rental of cars, other motor vehicles or motorcycles;
- (d) Any other tourist service not intrinsically part of a travel service within the meaning of paragraph (a), (b) or (c) and that forms a significant proportion of the value of the combination of travel services or is advertised as or otherwise represents an essential feature of the combination.

Your contract on a package booking is with Cresta World Travel Limited, and your holiday is operated by Cresta World Travel Limited, ABTA V5018, ATOL 3200.

1. Our agreement When you book a holiday, a contract is made when we issue our Confirmation Invoice. However, please be aware that, where any element of your travel arrangements is on request, your contract with us will be a conditional contract until such time as we or your travel agent confirm that element is available.

When you book through a travel agent all monies you pay to the travel

agent are held by them on behalf of 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 Air Travel Trust without any obligation to pay that money to us.

You must pay a deposit of £150 per person at the time you make your booking unless quoted otherwise plus, if applicable, any additional payment for a Special Offer component of the holiday or one which requires instant purchase, which will be deducted from your final balance. You must pay the rest of your holiday price to your travel agent, or to Jetset twelve weeks (84 calendar days) before you leave if you have booked directly with us. You may pay by cash, cheque or debit/credit card. If you do not pay the requisite amounts by the due dates, we may cancel your booking and ask you to pay cancellation charges as set out in paragraph 6 of this Section. The person making the booking guarantees that you have the authority to accept and do accept on behalf of your party the terms of these conditions. If you are booking for more than one person you are ultimately responsible for paying the holiday invoice even though by booking on behalf of others, you are representing that every person booked accepts that they are bound by this Agreement.

2. Your holiday price Jetset cannot control the cost of its holiday components and reserves the right to revise prices after a booking has been confirmed, subject to these limitations: Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent of up to 2% of the total price of your travel arrangements, excluding insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover your travel agent's commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your total holiday price (as defined above), then any refund due will be paid to you. However, 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 £10 booking fee will be applied

to cover the cost of Ground-Only arrangements under £150.

Tourist or environmental tax Some regions and cities impose a tourist or environmental tax. Amounts often vary between region and hotel star rating and often are payable by customers locally on departure from their accommodation. Taxes may be introduced or changed without prior notice and our travel consultants are happy to advise current rates where applicable.

OUR OBLIGATION TO YOU

3. If we change your booking or cancel your holiday before you depart We try to avoid making any changes to your holiday arrangements. However, we may need to make changes as our holidays are planned many months beforehand. If we make any changes before your booking is confirmed, Jetset or your travel agent will tell you before you finish making the booking. Any flight times shown are for guidance only and may change. In accordance with EU Regulations we will advise you of the actual carrier operating your flights and the confirmed flight times at the time of booking and this information will be shown on your booking confirmation and on your E-ticket which you should check carefully when you receive them. Any changes to the actual airline after you have received your E-ticket will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include: alteration of your outward/return flights by less than 12 hours, a change of the departure airport to one within a reasonable distance (for example, to a different London airport), changes to aircraft type, change of accommodation to another of the same standard. We will try to tell you about any minor charge before you leave for your holiday.

Occasionally we may have to make major changes to your holiday. If this is the case we will always attempt to find you an alternative holiday of equivalent or superior quality and we will pay you compensation according to the table below. Major changes may include the following, noting that these are examples only and there may be other changes which constitute major changes:

- We need to reduce your stay in the resort by over 12 hours.
- We have to change your accommodation to a lower Jetset rating.
- We have to change your holiday to a different country or different area of the same country.

If we make a major change, you may accept that change and receive compensation, or cancel your holiday and receive a full refund with compensation. The compensation we will pay is shown in the table below. However, in no instance will we pay compensation if the change is due to events listed in the important note following:

Period of Notice we give to you or your travel agent	Compensation for each full fare-paying passenger
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More than 56 days	£0
43 to 56 days	£10
29 to 42 days	£20
15 to 28 days	£30
0 to 14 days	£40

Important Note Compensation arrangements do not apply to circumstances beyond our control. We can cancel or amend your holiday without paying compensation in the following circumstances: war, threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, pandemics, fire, airport closures, bad weather conditions and similar events beyond our control.

- **4. Changes after the start of your holiday** Very occasionally we have to change your holiday arrangements after you arrive in the resort, in which case, we will try to place you in accommodation of the same or higher standard in the same or a similar resort. We will pay you compensation as per the scale shown in paragraph 3 of this Section. The Important Note in paragraph 3 of this Section, regarding compensation, also applies after the start of your holiday.
- **5. Our responsibility** We arrange contracts for holiday arrangements through suppliers who we have taken reasonable care to make sure have good reputations and run safe and efficient businesses. We monitor and control the performance of our suppliers and judge their performance against the standards and customs in the country where the services are provided. We will pay compensation if those suppliers are at fault and fail to provide the

services they agreed to provide. In all cases, except for death injury or illness, we limit our liability to a maximum of three times the cost of your travel arrangements. We will accept liability for claims for personal injury arising as a result of our staff and suppliers being negligent while in the course of their employment or contract. Our liability will also be limited in accordance with any relevant international convention such as the Montreal Convention in relation to air travel and the Athens Convention in relation to sea travel. We are to be regarded as having all the benefits of any limitation to the extent of or permitted by the relevant conventions. We cannot accept liability in the following circumstances:

- a. If you or any member of your party is at fault.
- b. If the failure is the fault of someone else not concerned with providing the services which make up the holiday which we have confirmed to you.
- c. Any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had taken all reasonable care possible.
- d. Any event which we or the supplier of any service could not help, expect, or prevent.
- e. Denied Boarding

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 of these rights will be publicised at EU airports and will also be 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 clause 3. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should seek advice from the Civil Aviation Authority (CAA).

Package Travel Regulations refunds

We accept full responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to the table in Note 3 above.

Please be aware that in the case of FCDO guidance advising against travel 1 week prior to the departure date, Jetset will comply with the ABTA and CMA interpretation of the aforementioned regulations, being that a FULL refund of all unused travel services is due. Furthermore, we will in all cases seek to refund all elements of the package as soon as is possible. Only in extreme circumstances will this not be possible within 14 days.

Website passwords Jetset will not be held responsible for any bookings made accidentally or fraudulently using the agency password. We recommend that if a member of staff is training, they are supervised and we would further recommend that as general housekeeping, passwords are periodically changed.

YOUR OBLIGATION TO US

6. If you want to cancel a PACKAGE or GROUND-ONLY booking ${\sf A}$

cancellation will only come into effect once a request to cancel is received by ourselves in writing and is subject to the cancellation charges set out below. The below cancellation charges apply to all bookings, except where a booking includes items or services where our supplier's cancellation charges exceed those shown. In these circumstances any additional cancellation charges will be advised at the time of booking.

In order to cover our expected losses from the cancellation of the booking there is a simple scale of charges which must be paid by you if you or anyone travelling with you cancels.

Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our supplier's own cancellation charges differ to those shown below. In these circumstances any additional cancellation charges will be advised at the time of booking. Please ensure you understand the fees applicable to your booking by asking us before proceeding to book your travel arrangements.

Cancellation notice period	Cancellation charge
84 days or more	Deposit only
61 days or more	The highest of 50% of the total cost or loss of Deposit
31 days or more	The highest of 75% of the total cost or loss of Deposit
30 days or less	100% of total cost

7. If you want to change your booking We will always try to assist you if you wish to change your booking details, although we cannot augrantee that we will be able to do so. All amendments are subject to availability. In the event that we are able to change your booking details, we will charge such amendment fees as are imposed on us by our suppliers plus an amendment fee of £50 per person. Where possible, this fee will apply up to 60 days before departure. If you change within 60 days of departure, cancellation charges on the scale above will be imposed. Changes that take the departure date of the holiday beyond the current brochure validity will be treated as a cancellation, and cancellation charges on the scale above in paragraph 6 will be imposed. If you have paid accommodation supplements and the number in your booking or your accommodation changes, you may be liable for additional supplements. Name changes (which may include a change of iust one letter) involvina scheduled airlines are normally reaarded as a cancellation and re-booking. Our Operations Team can sometimes make the necessary amendments for an administration charge of £50. Such changes are, however, subject to availability and any additional cancellation or amendment charges imposed by the airline and these will be added on to the holiday cost accordingly. To make any changes to your booking, please contact your travel agent, or if you have booked directly with Jetset, please call the Operations Team on 0208 328 3918.

8. Late availability

- a. There may also be additional charges at your accommodation for certain facilities.
- b. If travelling on a late availability holiday where car hire is included, extra charges will be incurred for the purchase of the Loss Damage Waiver Insurance package payable in resort.
- **B. FLIGHT-ONLY** If you book Flight-Only with Jetset, or book air tickets at a different time to accommodation, Jetset will accept the booking as an airline ticketing agent, your contract being with the supplier concerned (e.g. airline). Therefore the supplier's standard terms and conditions will apply to your booking.

When you book through a travel agent all monies you pay to the travel agent are held by them on behalf of 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 Air Travel Trust without any obligation to pay that money to us.

1. The agreement When you book a flight, a contract is made when we issue our Confirmation Invoice. You must pay the full flight price, or deposit if applicable, at the time you make your booking to your travel agent, or to Jetset if you have booked directly with us.

2. Your flight price Jetset cannot control the cost of the flight components and reserves the right to revise prices after a booking has been confirmed, subject to these limitations: Changes in flight costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent of up to 2% of the total price of your travel arrangements, excluding any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover your travel agent's commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another flight if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your flight go down due to the changes mentioned above, by more than 2% of your total holiday price (as defined above), then any refund due will be paid to you.

OUR OBLIGATION TO YOU

- 3. If an airline changes your booking or cancels your flight before you **leave** Jetset does not own or operate any airline and cannot control or prevent changes. Jetset therefore reserves the right to change the description of any flight before you depart in which case you will be informed of this before you travel. Flight times may change due to air traffic control restrictions, weather conditions, maintenance checks and so it is a requirement that passengers check in on time. The confirmed airline and flight times will be shown on your booking confirmation and on your E-ticket which you should check carefully when you receive them. Jetset is not liable if there is a change to a flight time communicated to you or shown on your Eticket and no compensation is payable by Jetset in such cases. Customers are therefore recommended to reconfirm their flights with the airline 72 hours before departure. Should a schedule change apply after your tickets have been issued, amendment charges may apply. In the unlikely event that your flight is cancelled, the airline's terms and conditions regarding changes and refunds will apply, subject also to the provisions of Regulation (EU) No 261/2004 of the European Parliament and the Council of the European Union.
- **4. Our Responsibility** As Jetset acts only as an airline ticketing agent, Jetset has no liability whatsoever for any aspect of the flight arrangements including baggage and in particular has no liability for any loss, personal injury or death however incurred.
- 5. Withdrawal of Services If our suppliers withdraw any advertised facilities or

services or limit them for any reason, we will try to tell you although we accept no liability whatsoever.

- **6.Your Obligation to Us** It is your responsibility to check with the airline locally or on the airlines website to confirm flight times. It is also your responsibility to ensure that you arrive at the time and place stated for all departures.
- 7. If you want to cancel a FLIGHT-ONLY Booking Cancellation charges vary depending upon the services and fare types booked and may be higher the later you cancel. A minimum cancellation fee of £50 will apply regardless of the value of the service cancelled. The cancellation charge of flight only bookings will be shown in the fare rules at the time of booking and then subsequently through a Booking Recall, but most fares sold by Jetset will incur 100% of the cost of the booking if cancelled. Please ensure that you are certain of the fees and fare-related rules applicable to your booking by asking your travel agent or us before proceeding to book your arrangements. If you are specifically requiring a flexible / refundable ticket it is incumbent upon you or your travel agent to ask for such a ticket prior to confirming a flight.

Air tickets returned to us for a refund are subject to an administration fee of £50 per ticket. Refunds on Flight-Only transactions will not be paid by us until they have been received by Jetset from the relevant airline. Refunds normally take 4-6 weeks but in certain circumstances outside of our control may take considerably longer for the airline to process.

For all Ryanair flight only bookings, please see Ryanair Manager for details of any conditions that may differ from the above.

- **8. If you want to change your booking** Name changes involving scheduled airlines are normally regarded as a cancellation and re-booking. Our Operations Team can sometimes make the necessary amendments for an administration charge of £50. Such changes are, however, subject to availability and any additional cancellation or amendment charges imposed by the airline and these will be added to the total cost accordingly.
- **9. Conditions of Contract** The supplier's standard terms and conditions will apply to your booking. This is particularly important as Jetset only acts as an airline ticketing agent between you and the relevant supplier.
- **10. Departure Taxes** Some departure taxes must be paid locally to the Government of the country departed from and are non-refundable. Please check with us or your travel agent prior to your departure date as to the applicable departure tax.
- C. GENERAL (applicable to both A. PACKAGES & GROUND-ONLY and B. FLIGHT-ONLY)

- 1. Our agreement You must be at least 18 years old to make a booking with us. We will send you an invoice within 3 days of confirming your booking for your Package, Ground-Only, or Flight Only booking. You should check this invoice carefully to confirm that it matches what you booked. In respect of Packages, your agreement with Jetset will be governed by English Law and any disputes will be dealt with by the English Courts. If however, you have booked your Package in Scotland or Northern Ireland, any disputes may be dealt with in the local courts in Scotland or Northern Ireland (respectively) and will be subject to the law of those countries.
- 2. If you want to cancel If you want to cancel your confirmed booking the person authorised to cancel the booking (the person who entered into the contract) must send signed instructions to Jetset or your travel agent and appropriate cancellation charges as set out in the relevant section above will apply. If you cancel your booking we will not refund any insurance premium paid.
- **3. Flight delays** In respect of Packages and Flight Only bookings from Jetset, even when booked with the best airlines in the world, flight delays can and do occasionally happen. We cannot accept any liability for any payment you have to make as a result of a flight delay unless we have given our permission beforehand. It may also be possible for you to make an insurance claim for any flight delay through your personal travel insurance policy. We advise you to ensure that your holiday insurance provides suitable coverage.
- **4. Air and sea carriers** The liabilities of air and sea carriers are generally governed by the Montreal Convention or Athens Convention. We rely on the terms and limitations contained in these conventions. Air and sea carriers produce conditions of carriage which form part of your contract both with us and with the air and sea carrier. You can get a copy of these conditions from your travel agent or from us. You must keep to these conditions when you book your holiday.
- **5. Insurance** We strongly recommend that you take out suitable and adequate travel insurance for your journey (see also 11. below). The cost of medical treatment overseas can be high, and if you do not have insurance, we will not be able to help you pay those costs.
- **6. Behaviour** We can end your holiday if your behaviour or that of any member of your party is likely, in our opinion, to cause distress, damage, danger to or to annoy our other customers, employees, property or anyone else. If you are prevented from travelling because any person in authority thinks you appear to be unfit to travel or likely to cause discomfort to or disturb other passengers, we will not be liable for the completion of your holiday arrangements, and will not be liable for any refund, compensation or any other costs you have to pay. We cannot accept liability for the

behaviour of others in your accommodation, or on your flight or if any facilities are removed as a result of their action.

- 7. If you have a problem We are a member of the Association of British Travel Agents ("ABTA"), membership number V5018. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. It provides for a method of arbitration on documents alone with restricted liability on you in respect of cost. The scheme does not apply to claims for an amount greater than either £5,000 per person or £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. Further information on the Code and arbitration can be found at www.abta.com If you have a problem while you are on holiday or travelling abroad, you must report it immediately to the relevant supplier (e.g. hotel or airline) and/or Jetset local representative or agent (or, if none, Jetset). Unless there is a valid reason why you failed to report your complaint at the time of occurrence we will not consider ourselves to be liable. In respect of Packages, should we not have been able to resolve a matter to your satisfaction by the time you return to the UK, you should contact our Customer Services Department within 28 days of returning home. If you fail to follow these procedures this may affect your rights under this contract. Please do not enclose any originals, such as tickets or receipts, with your initial correspondence, instead enclose copies. Jetset do follow ABTA guidelines when dealing with complaints, however as airlines are not ABTA bonded, replies to airline queries may take longer to respond to. There may be occasions where at the time of booking, we agree to changes to the contract terms. Other than this, no travel agent can change the terms of the contract which includes any statements appearing in this brochure or on our website, including descriptions of any hotel or apartments without our specific agreement.
- **8. Financial protection** The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays and flights booked from our brochure, our websites, or our call centres, and for your repatriation in the unlikely event of our insolvency. We provide full financial protection for our flight-only and flight-inclusive package holidays, by way of our Air Travel Organiser's Licence number 3200, 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-inclusive package or flight from Jetset you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and an ATOL Certificate which lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. In the unlikely event of our insolvency, the CAA will ensure that you are not 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 https://www.caa.co.uk/atol-protection/

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 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 debit/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 debit/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.

ATOL Protection does not apply to all holiday and travel services provided by Jetset. Please ask us to confirm what protection may apply to your booking.

Your non-ATOL financial protection is administered by ABTA. They have provided effective financial protection to customers for over 50 years, and work to promote holidaymakers' interests to the governments, hotels, airport authorities and others who have a part to play in ensuring high standards of customer satisfaction and environmentally sustainable tourism.

Jetset has put in place an additional financial protection ("AFP") to safeguard our passengers and their money in the unlikely event of a scheduled airline failure, which importantly enables Jetset to act quickly in providing alternative flight arrangements for passengers overseas or passengers in the UK still due to travel.

Should an airline fail prior to departure, a full refund of the original flight ticket will be made for any monies paid in advance of the failure (e.g. deposit or full balance less any amendments or ancillary charges) where Jetset are not able to provide a suitable alternative flight.

In the event of the airline failure after departure, Jetset will, in the first

instance, make reasonable efforts to find alternative flights back to the UK. In addition, the CAA and/or UK Government may make available repatriation flights themselves at no cost to the passenger or Jetset.

However, should Jetset not be able to source return flights themselves, and such a return flight also be beyond the scope of any repatriation offered by the CAA or the UK Government, then Jetset's AFP will repay the cost of return flights to the nearest airport to the point of original departure to a similar standard to that originally booked. Jetset AFP will pay up to the value of the Air Ticket not exceeding £3,000 for each passenger (£1,500 for a one way journey).

Please note that the cost of AFP is not a refundable item in any instance.

- **9. The 2018 Data Protection Bill and you** Cresta World Travel Limited (the "Company"), company number 2662445, trading variously as 'Jetset', 'Jetset Flights', 'Jetset Holidays', 'Jetset Holidays & Flights', 'Jetset Tours', 'Jetset Groups', 'Jetset Tours, Flights and Tailor-Made Holidays'. Information that you provide us will be held on the Company's computers (and in other ways) for use by us for the following purposes:
- a) Booking Information Information about you and other individuals party to your booking may be passed to the suppliers of the holiday product(s) booked for purposes connected with and related to the provision of your holiday. This may include passport details, contact information and, where Special Requirements or Special Requests (see clause 13 below) have been made by customers, can require the provision of personal health data to facilitate certain assistance on aircraft and at airports, or dietary requests which may disclose religious beliefs.
- b) Legal, regulatory, taxation and statutory accounting
- c) Statistical Analysis/Market Research/Fraud Prevention/Debt Collection
- **d) Call Recording** We may also monitor and/or record your telephone conversations with the Group for security purposes and to ensure consistent customer service levels (including staff training).
- e) Personal Contact Details Where, for whatever reason, it is necessary to enter into direct communication with you or any other individual party to your booking, appropriate contact details will be held to facilitate such communication. Jetset never markets directly to you, the traveller, and will not use your data for profiling or direct marketing, or for any purpose other than those stated above.

By entering into a contract with us you agree to the use and disclosure of information by the Group as described above. For further information on the

above please refer to our GDPR Compliance Statement

10.Travel documents It is your responsibility to have valid travel/entry VISAS together with any other relevant travel documents. Also you must make sure you have correct inoculations for any of the destinations you will be visiting. If Jetset, Cresta World Travel Limited or the Carrier is fined as a result of you holding incorrect documents, we will ask you to pay this amount.

11. COVID-19 Jetset acknowledge and agree that the COVID-19 pandemic has affected travel throughout the world and that we all have responsibilities to comply with various laws, regulations and guidance issued by governmental or regulatory authorities which seek to manage the risks caused by COVID-19. In the light of these risks, we strongly recommend that you obtain travel insurance which includes, where possible, cover against any COVID-19 issues or incidents which may affect your booking.

During the global pandemic and the cautious and safe return of travel, all clients must be aware that facilities, services and overall experiences may be slightly impacted. Service providers will be required to obey and work within the respective protocols of their governments and local authorities. These measures will be designed to keep guests and staff safe.

You acknowledge that laws, regulations and the Supplier/Principals providing your holiday (such as airlines, train operators, cruise operators, hoteliers and other service providers) may require you and employees of the Supplier/Principals to comply with various measures which have been introduced to manage the risk of COVID-19. These may include (without limitation) a requirement to undergo temperature checks, provide health information or certificates, wear personal protective equipment such as facemasks and gloves and abide by social distancing requirements. There may also be limitations on the number of persons who may use facilities or services at any particular time, limitations on the availability of certain facilities and services (e.g. buffet and self-service restaurants may be replaced by a-lacarte, spas and pools may be closed), requirements to pre-book facilities and services, sanitisation and other hygiene requirements may be in place.

You also acknowledge that certain Supplier/Principals, ports, airports, border control or other third parties may require you to undertake certain health formalities or satisfy other requirements aimed at managing the COVID-19 risk as a condition to you travelling, departing, entering or residing in a particular place. You agree that it is your obligation to obtain details of these requirements ahead of your travel departure date and comply with and satisfy these requirements. If you fail to meet these requirements, or refuse to complete them, you may be denied boarding, exit, entry or the use of some other facility or service which forms part of your booking. We shall not be liable to you for any refunds or compensation in relation to such matters.

You also acknowledge that certain countries may impose quarantine or selfisolation measures upon travellers, whether in the place of destination or upon return.

We strongly recommend that you familiarise yourself with the FCDO advice for overseas travel before departing. In the UK, the Foreign and Commonwealth Office's latest advice for travel to other countries is available here https://www.gov.uk/foreign-travel-advice.

If you notify us before travelling, and we (or the relevant Supplier/Principal) conclude that you are no longer able to travel because of the COVID-19 risk, then your booking will be treated as having been cancelled by you and our standard cancellation charges will apply. We will, however, explore with you whether it is possible for you to postpone your booking to a later date, which may incur further charges. It might also be possible for you to transfer your booking to another person, subject to the agreement from our suppliers.

If you notify us during travel, you acknowledge that we or your Supplier/Principals (or local laws and regulations) may require you to follow certain measures designed to manage the risk of COVID-19 and may refuse to provide you with the relevant service(s). You may, for instance, be required to self-isolate for a period of time. You agree to comply with these requirements. In this instance, we will provide you with such reasonable assistance as we are able to in the circumstances. However, we will not be responsible for meeting any costs incurred by you or for refunding or compensating you for the curtailment of your holiday, cancelled or rebooked transportation, additional accommodation or other associated costs you incur in connection with the same.

We both agree that the measures set out above are a necessary part of keeping you, other travellers, employees and the public safe on holiday. You are making your booking in full knowledge that such measures may become a part of your holiday and do not amount to insignificant or significant changes to your booking, nor do they amount to any Failure.

We shall have no liability to you for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you are unable to travel or make use of all or part of your booking because of these matters. These are risks which you must protect through obtaining comprehensive travel insurance.

12. Baggage Liability for baggage while in the hands of air or sea carriers is governed by the Montreal Convention or Athens Convention. We rely on the terms and limitations in these Conventions. For claims for missing or damaged baggage you must follow the rules on the Conditions of Carriage provided by the airline you travel with (see paragraph 4 of this Section). You must complete a Property Irregularity Report ("PIR") at the airport and submit the

claim in writing to the airline. You must follow the airlines instruction on their website concerning time limits for all baggage claims.

- 13. Special requests We draw a distinction between Special Requirements, which are items essential to your holiday enjoyment, and Special Requests. If you advise us of a Special Requirement before you depart, we will do our utmost to honour that special requirement. We cannot guarantee anything with regard to Special Requests and therefore, if we cannot meet your Special Request, we will not pay any compensation.
- **14. Supplier Terms** Some providers require you, the travel agent, to read and adhere to their own Terms & Conditions. This currently applies to supplier "Travelscape LLC" <u>Agent Terms of use</u> and <u>EPS Terms and Conditions</u>, and use of these suppliers will be noted on your booking confirmation.