BEST SERVED
SCANDINAVIA

Booking conditions for Best Served Scandinavia when acting as principal

These booking terms and conditions (Booking Conditions) will apply to all Bookings and will govern your relationship with Wexas Limited (hereinafter referred to in these Booking Conditions as we, our and us). Please read them carefully before you book. Your contract is with Wexas Limited, trading as Best Served Scandinavia, registered in England & Wales under Company Registration Number 1820489 whose registered office is at Fora, 180 Borough High Street, London SE1 1LB.

1. Definitions

In these terms and conditions:

Booking means any type of Holiday booking for which we issue a Confirmation Invoice.

Booking Group means all persons named on the Booking and the Confirmation Invoice.

Carrier means the transport provider which undertakes the obligation and/or performs carriage by road, air or sea. Carrier includes the owner and/or the charterer and/or operator and/or their servants and/or agents of any transport provider.

Confirmation Invoice means written confirmation of your Booking.

Cruise means carriage on board a cruise ship as described in our brochure or on our website.

Disability includes any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and the adaption to his particular needs of the services made available to all passengers.

Unavoidable and Extraordinary Circumstances means a situation beyond our control or the relevant supplier which could not have been avoided even if all reasonable measures had been taken including (without limitation) serious technical or security problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, nuclear event or disaster, natural disasters such as fire, floods or earthquakes, closure of ports, strikes or other industrial action, incidents of serious infectious or other diseases, medical problems or illnesses on board the ship or at intended ports or other travel destinations, lawful deviation at sea in response to a distress call or other emergency and seriously adverse weather conditions which make it impossible to perform the contract, or the inability of airlines to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airlines to enter any airspace).

Holiday means any Booking for any room only, any Cruise, flight(s) or any combination of them, together with any other transport options, which you book with us.

Lack of Conformity means a failure to perform or the improper performance by us or the relevant Supplier of a Package Holiday.

Lead Name means the person who makes the Booking and contracts with us.

Minor means any person under 18 years of age.

Package means the pre-arranged combination of at least two of the following travel services when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package; (c) the rental of cars.

Shore Excursion means any on-shore tour or excursion offered for sale by us which does not form part of your Booking and for which a separate charge is payable, whether the Shore Excursion is reserved in the UK prior to commencement of the Booking or purchased during your Holiday.

Travel Agent means any agent through whom your Booking is made.

2. Your Holiday Booking

The Lead Name must be 18 years old at the time of booking and possess the legal capacity and authority to enter into a legally binding contract and accept these Booking Conditions as binding on the Booking Group. Minors must be accompanied by an adult. The Lead Name is the only person able to make changes, amendments and cancellations and is responsible to provide the correct information relating to every person in the Booking Group and provide all information relating to the Booking (including any changes to it) to all persons in the Booking Group. All Holidays and any other services are subject to availability at the time of booking. All money paid to one of our authorised
Travel Agents for any Booking for which we issue a Confirmation Invoice shall be treated as having been paid to Wexas Limited.

Once your Booking is made and the correct deposit received, we will send the Lead Name a Confirmation Invoice whereupon a contract for the arrangements specified in that Confirmation Invoice will come into existence between you and us. If we are unable to confirm some of the arrangements comprised in your Holiday straight away, we may still issue a Confirmation Invoice but a contract or arrangements that have not been confirmed will only be made when we have sent you written confirmation that those arrangements have been confirmed. If there is any change to your Booking before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct, please tell us or your Travel Agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will aim to do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund. The Confirmation Invoice shall detail the total cost due, sums already paid and reconfirming the date any balance is due to be paid prior to departure. If we or your Travel Agent have not received any sums due by the due date as specified in our Confirmation Invoice, we reserve the right to treat your Booking as cancelled by you. Failure to pay the deposit or any other sum due will result in the deposit being forfeited by way of cancellation charges which are set out under Section 3 below.

3. Paying For Your Holiday

When you make your booking you must pay a non-refundable deposit which will be a minimum of £150 per person or greater amount which will be indicated to you at the time of receiving a quote for your holiday from us. The balance of the price of your travel arrangements must be paid at least 70 days before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. Any monies you pay to a travel agent (where applicable) are held by the agent on behalf of Wexas Limited by the agent at all times. The prices we advertise are correct at the date of publication. Prices can go up or down. We reserve the right to change or correct errors in both advertised and confirmed prices (both before and after the Confirmation Invoice has been issued). Before you make a Booking, we will give you the up to date price including the cost of any supplements, upgrades or additional facilities which you have requested. There will be no change to the

price of your Package within 20 days of departure. We may increase the price of your Package to allow for increases which are a direct consequence of changes in the cost of fuel, taxes or other fees, tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports imposed by third parties and/ or exchange rates relevant to the Package. 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. You will be charged over and above that. If the increase is more than 8% of the price of your Package (excluding amendment charges), you will have the option of:

a. paying the increased price

b. changing to another Package 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

c. cancelling and receiving a full refund, except for any amendment charges and cancellation charges incurred. Should you decide to cancel, you must exercise your right to do so within 14 days from the issue date printed on your Confirmation Invoice. Should the price of your Package go down due to the changes mentioned above, then any refund due will be paid to you.

4. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges.

If cancelling before the balance due date the deposit paid will be due. If cancelling between the balance due date and the date of travel the full price of your holiday will be due. However, to the extent that the cancellation terms of the suppliers to the holiday allow us to recover monies, we will notify you and make arrangements to repay this to you. In all cases your deposit will be nonrefundable.

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.

5. If You Change or Transfer Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £35, and any further cost we incur in making this alteration. 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.

You can transfer your booking to another person introduced by you, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Where we and our suppliers agree to the transfer, both you and the substituted traveller shall be jointly and severally liable for the payment of any balance due and for any reasonable additional fees, charges or other costs arising from the transfer. Note: Certain travel arrangements, for example some flight tickets 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 and similarly, a change of name on an airline ticket will usually incur a 100% cancellation charge and a rebooking fee.

If you make changes to your itinerary after commencement of travel, you will be liable for any additional costs and no refunds will be made for products booked and then not used due to changes made by you.

6. If We Cancel Your Booking

We reserve the right to cancel your booking. We will not cancel less than 60 days before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. Where there are insufficient minimum numbers we will notify you of the cancellation of the holiday contract no later than:-

- 20 days before the start of the holiday in the case of trips lasting more than 6 days
- 7 days before the start of the holiday in the case of trips lasting between 2 and 6 days
- 48 hours before the start of the holiday in the case of trips lasting less than 2 days

We will notify the Lead Name or your Travel Agent of cancellation for this reason as soon as reasonably practicable.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will contact you and you will have the choice of:

(I) Accepting the change or having a refund of all monies paid.

(II) You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

(III) If you choose to accept a refund:

a. We will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

b. We will pay compensation as detailed below except where the significant change is due to 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.

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

Depending on the period before departure in which we notify you, the amount you will receive from us will be as follows

More than 60 days	£0
59–29 days	£25
28–7 days	£35
7 days or less	£45

We accept responsibility for providing all the elements of the advertised Package but if we fail to provide what has been booked, you must inform our representative without undue delay if you consider that any part of your Package has not been performed in accordance with the terms of your contract. Failure by you to

notify us or our representatives about any lack of conformity of the Package may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage. We shall remedy any lack of conformity raised by you unless it is impossible to do so, or we will incur disproportionate costs, taking into account the extent of the any lack of conformity and the value of the contractual service affected.

No compensation will be payable and the above options will not be available if we cancel your Package as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as you failing to pay on time), or where a change is a minor one. A change of, flight time of less than 12 hours, airline (except where otherwise stated), type of aircraft (if advised) or destination airport will all be treated as minor changes.

For Cruises, we may without prior notice (where necessary in our sole discretion and/or that of the master of the ship) change, substitute, postpone, cancel or deviate from any scheduled sailing, itinerary or call at any port, and may substitute another ship, and we shall not be liable for any loss or damage incurred by you as a result.

7. Our liability to you

We will not be liable where any failure to perform or improper performance of the travel services 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 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.

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.

If any international convention applies to or governs any of the services or facilities included in your Booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you or any member of your Booking Group compensation and/or the amount (if any) of compensation payable to you or any member of your Booking Group by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by sea EU Regulation 392/2009 (known as the "Passengers Liability Regulation" or "PLR") and where applicable, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962This means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Booking.

You must assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts oromissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. 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 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. NB this entire clause 6 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

8. 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 any necessary phone calls/emails. You must pay
any costs we incur, if the difficulty is your fault.

9. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

10. 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.

All-inclusive cruise packages may include pre-determined shore excursions. No alternative shore excursions can be provided. We will exercise reasonable skill and care in the selection of a reputable Shore Excursion provider.

As regards the specific nature of some excursions, not all of these will be accessible to disabled Customers. Consequently, prior to booking the cruise, we recommend that you obtain information about the same from to find out whether the excursions you are interested in are accessible to disabled Customers. It is your responsibility after having obtained all necessary information as to the suitability of the shore excursion taking into account your specific needs to assess whether the shore excursions forming part of the all-inclusive cruise package are suitable for you or anyone travelling with you on holiday.

Please note that both itineraries and timelines of the shore excursions published on the Website and in any material distributed by us (including brochures) are intended to be purely indicative and maybe subject to changes. The itineraries and timetables of the shore excursions may also be subject to changes due to either unavoidable and extraordinary circumstances beyond our or the Carriers control or external factors, including without limitation weather conditions, and/or operational requirements of the service providers. We shall not be or become liable or responsible in any way for any alteration and/or cancellation in respect of the shore excursions.

You can have the option to purchase additional shore excursion online through the Website or on board the vessels performing the cruise. Detailed terms and conditions applicable to these shore excursions are available upon request from the cruise line providing the excursion.. Please read these carefully before booking your excursion as you will be bound by them. The SHORE EXCURSION TERMS AND CONDITIONS are expressly incorporated into the contract between you and us under these booking terms and conditions.

11. Flights

a. All flights are subject to the Carrier's Conditions of Carriage; The Carrier(s), flight timings and routes shown online at the time of making your Booking and/or subsequently detailed on your Confirmation Invoice are provided to us by our suppliers and so are not final and are for guidance only, and are subject to alteration and confirmation. In some cases the identity of the carrier, flight timings and/or routes may not be available but we will notify you when we receive that information.

b. For flights booked with us, you will receive confirmation of Carrier(s), flight timings and routes with your travel documents, which will be sent out approximately 14 days before departure. Please check your tickets carefully on receipt to ensure you have the correct flight times and carrier details. If flight times change after tickets have been despatched, we will contact you as soon as practicable. Any change in the identity of the Carrier(s) and/or flight timings will not entitle you to cancel or change other arrangements. It is the Lead Name's responsibility to ensure the arrival of all members of your Booking Group at the airport in sufficient time to check in and board the relevant flight(s). Air Passenger Duty is payable by all non-exempt passengers departing from UK airports and is included in the price of each seat. In order to qualify for infant status, a child must be under 2 years of age on the day of its return flight.

c. Wexas Limited is not the air Carrier or an operating air Carrier for the purposes of the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 (the "2005 Regulations"). Under the 2005 Regulations the air Carrier and/or operating air Carrier has the obligation to compensate passengers and all claims relating to cancellation, delay or denied boarding in respect of any flight must therefore be made to the relevant air Carrier.

12. Cruises

a. All Cruises are subject to the Carriers Conditions of Carriage which are available on request and are contractually incorporated into your contract with us. Shore Excursions will be supplied by local operators and subject to their terms and conditions. We and/or the cruise line providing the excursion will endeavour to appoint reputable and competent local operators who comply with the local laws and regulations of the relevant country. You must ensure that you are fit and healthy to undertake Shore Excursions.

b. Carriage by sea is governed by EU Regulation 392/2009 (known as the "Passengers Liability Regulation" or "PLR") and from the 23 April 2014 the Athens Protocol 2002 (The Athens Convention 2002) which are available at:

https://eur-lex.europa.eu/legalcontent/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN
http://folk.uio.no/erikro/WWW/corrgr/Consol.pdf

and are expressly incorporated into these Booking Conditions. Any liability of Wexas Limited and or the carrier for death or personal injury or for loss or damage to luggage arising out of carriage by sea shall be determined solely in accordance with the PLR or where applicable the Athens Convention.

c. River Cruises: In relation to river cruises the provisions of the convention on limitation of liability for maritime claims which can be viewed at:

http://www.imo.org/en/About/conventions/listofconventions/pages/convention-on-limitation-of-liability-for-maritime-claims-(llmc).aspx

shall apply and all claims for death and or personal injury shall be limited to 175,000 SDRs per passenger.

d. Medical personnel on-board cruise ships are independent contractors and are not employees, agents, or representatives of us and we do not control the medical services or undertake to supervise any care or treatment provided by medical professionals on-board. We shall not be liable for any death, personal injury, illness, emotional distress, mental suffering or psychological injury caused by reason of any treatment, diagnosis, advice, examination, prescription or other service provided by such medical personnel, or, by the failure of such medical personnel to provide any treatment, diagnosis, advice, examination, prescription or other service. It is your obligation and responsibility to seek medical assistance from the doctor on-board as and when necessary during the Cruise. The doctor and medical personnel on-board are not specialists and the medical centre carries medical supplies and equipment in compliance with flag state requirements and is not equipped to the same standards as a land-based hospital. Medical facilities and standards in the various ports of call during your Cruise may vary and may be limited. We are not liable for or make any representations or warranties regarding the quality or standards of medical treatment at any port of call or other places at which you are landed or referred. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required, you shall be liable for the full charge and/or cost thereof and you shall indemnify us, and the on-board doctor/medical provider upon demand for such charge and/or costs. If by reason of illness or through any other cause you require special or extra accommodation or special or extra attention during your Cruise, you will be charged accordingly. You are advised to ensure that your insurance covers medical treatment, evacuation and repatriation.

13. Pregnancy, Infants & Minors

Women who have entered their 24th week of pregnancy as of the scheduled departure date of their Holiday may be refused passage (whether on a flight or on a Cruise) due to safety concerns. In such case, neither a physician's medical statement nor a waiver of liability will be accepted. In addition, neither Wexas nor any Carrier shall be responsible or liable for any complications to pregnancy at any stage.

A Minor not travelling with a parent or legal guardian must be accompanied by a Responsible Adult. The parent/guardian of a Minor not travelling with them must authorise a Responsible Adult to have custody and control over the Minor at all times and to contract on their behalf with us. All Adult Guests/Responsible Adults on the booking shall be jointly and severally responsible for the conduct and behaviour of any Minors on their Booking.

14. Disability or Reduced Mobility

You must (a) notify us prior to the time of making your Booking of any relevant personal circumstances and needs of any member of your Booking Group including, without limitation, any Disability, if not self-reliant or there is restricted mobility and (b) notify us at any time from when the Booking is made until 48 hours prior to the flight's departure if any member of your Booking Group previously reported to be with reduced mobility or as not being selfreliant no longer fall into either category.

You must advise us at the time of making your Booking or as soon as possible before the start of your Holiday of the need to bring any medical equipment on board a flight, to a resort or on board any ship. Not all medical equipment can be carried or used on-board aircraft or any ship and you must check this with any carrier prior to carriage. If you fail to notify us or, in relation to any carriage comprised in your Booking the relevant Carrier, of any disability or mobility issues of any member(s) of your Booking Group, or if any member, in our reasonable opinion or that of the Carrier, is unfit or unable to travel or whose condition may constitute a danger to themselves or others on-board or where the Carrier is unable to carry such member in a operationally feasible and/or safe and/or dignified manner, we and/or the Carrier shall be entitled to refuse carriage to that person. If, any member of your Booking Party cannot be carried safely and in accordance with applicable safety requirements, then we and/or or the Carrier can refuse to accept a reservation or embarkation of any member of your Booking Group who is a disabled person or person with reduced

mobility on the grounds of safety. It is therefore important that the fullest information is provided by you and every member of your Booking Group before or at the time of making your Booking and if circumstances or requirements change. This is important to ensure that there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which may make it difficult or impossible to carry out the embarkation, disembarkation or carriage of any member(s) of your Booking Group in a safe or operationally feasible manner.

Here are some examples of conditions which you must tell us about to ensure safe carriage: a requirement for a dialysis machine, oxygen cylinders, or high risk conditions such as epilepsy. This is not a definitive list and you should tell us about any condition which requires constant care or constant medication and which, if such care is not provided or medication taken, could have seriousconsequences. If you require a wheelchair during a Cruise, you must make provisions for the use of that wheelchair prior to making your Cruise Booking and you must check with us to ensure that such wheelchair(s) are suitable for use around the ship. The ship will carry wheelchairs, but those will only be available for emergency use. For the safety of the ship and all passengers and crew on board, all wheelchairs and other aids to mobility brought onto the ship by you or any member of your Booking Group must be stored in that person's stateroom when not being used. Where we consider it necessary, we may require you to be accompanied by another person who is capable of providing the assistance needed for disabilities or reduced mobility. This requirement will be based on safety grounds. Full time wheelchair users or who require assistance with personal care must be accompanied by a travelling companion fit and able to assist them in day to day tasks. The assessment of whether or not it is necessary or desirable for an accompanying person will be based on information provided at the time you make your Booking. You are required to provide as much information as possible to enable a full risk assessment to be made and may be asked to provide further information to ensure that we have all relevant information.

15. Luggage, Valuables and Other Possessions

You must comply with the luggage allowances of the Carrier(s). Please note air Carriers may charge luggage fees and restrict luggage to one bag per person so check with your air Carrier before you depart. you must retain valuables such as cash, negotiable securities or other financial instruments, gold, silverware, jewellery, ornaments, works of art, photographic/video/audio equipment or supplies, laptop computers, cellular phones or other valuables in your personal control at all times. Neither we nor any airline or any supplier will be responsible for any damage to or loss of any of these items. When you are on cruise we or Carrier will not be liable for any valuables unless the same have been deposited with the ship's master or other designated representative who has issued a written receipt for the item(s) deposited. In the event of such deposit, the liability of the Carrier and/or us for loss or damage will be limited in accordance with the PLR or The Athens Convention if applicable. The use of safes in cabins does not constitute a deposit with the Master for these purposes. Dangerous or illegal articles such as weapons, explosives, oxygen, combustible substances or non-prescription controlled substances may not be brought or taken aboard any flight or Cruise. Any such items shall be confiscated and may be disposed of without any liability to you or any member of your Booking Group.

16. Travel insurance

It is a condition of your Booking that the Booking Party, including infants and children, are adequately insured on holiday. It is your responsibility to take out before travelling insurance suitable for your needs for the entire duration of the Booking. We shall not be liable for any costs or losses through your failure or the failure of your Booking Group to take out adequate insurance cover.

17. Health and Travel Documentation

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We are not liable if you are refused entry onto any transport or into any country due to failure on

your part to carry contact documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

18. Your Behaviour

If we or any other person in authority is of the reasonable opinion that you are behaving in such a way as to cause or be likely to cause danger or upset to any other person (including our staff or agents) or damage to property, or could be disruptive or is/are suffering from a contagious disease, we will be entitled to terminate your Holiday. You will not be allowed to proceed with your travel arrangements and/or will be required to leave the flight, ship, accommodation or other service and we will have no further responsibility to you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your Booking Group during your time away. Payment must be made direct at the time to the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full costs and expenses including legal costs) as a result of your actions or those of any member of your Booking Group.

19. Your Financial Protection

ATOL

Some of the flights and flight-inclusive holidays on our website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in this brochure/on this website. We will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: https://www.caa.co.uk/.

Your Financial Protection

When you buy an ATOL protected flight or 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 things go wrong.

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

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

ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Wexas Limited, and in the event of their insolvency, protection is provided for:

- Non-flight packages
- Non-ATOL flight-inclusive packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Wexas Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: https://www.legislation.gov.uk/uksi/2018/634/contents/made

You can find out more about ABTOT here: https://www.abtot.com/

Any Package sold by us is a package within the meaning of The Package Travel and Linked Travel Arrangements Regulation 2018 (hereinafter referred to as the Package Travel Regulation). Therefore, you will benefit from all EU rightsapplying to packages. We will be fully responsible for the proper performance of the Package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the Package travel contract, to ensure your repatriation in the event that it becomes insolvent.

20. Complaints

If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away and we will endeavour to assist. If you are still not satisfied on your return home, you must write to us within 28 days of your return, providing all other relevant information to allow us to investigate your complaint properly. Any correspondence regarding your Booking should be sent to Customer Services Department at Best Served Scandinavia, Customer Relations, Fora, 180 Borough High Street, London SE1 1LB, quoting your Booking reference.

If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or calling and informing us, then we may not be able to deal with any complaint on your return. Disputes which cannot be settled amicably may be referred to arbitration under an independent scheme devised by ABTA and administered by the Chartered Institute of Arbitrators. This provides simple and inexpensive arbitration on documents alone. The Scheme does not apply to claims for more than £5,000 per person or £25,000 per Booking or claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. The Scheme can, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitration can award for per person in respect of this element. If you elect to seek compensation under this Scheme, written notice requesting arbitration must be received by ABTA within 18 months after the date of return from the Holiday. After this time limit, arbitration under this Scheme will be available if we in our absolute discretion agree. For injury and illness claims, you may use the ABTA Mediation Procedure. This is a voluntary scheme and requires our agreement. Details of the Arbitration and mediation schemes are available from us on request or from ABTA at www.abta.com.

21. How We Will Use Your Data

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements and that Wexas Limited comply with its legal obligations to perform its holiday contract with you,

we require you to provide personal data relating to all persons travelling on the booking, including children (data subjects). We need to use the personal data you provide such as name, address, any special needs, health, medical, mobility or dietary requirements, etc.

We may pass personal data on to other relevant suppliers of your travel arrangements such as travel agents, airlines, hotels and transport companies. companies, credit and debit card companies, government and enforcement agencies, public authorities such as customs and immigration if required by them, or as required by law.

We may also use your personal data for the purposes of carrying out security checks. Your personal data may be shared with the police or other law enforcement or crime prevention agencies for security purposes. This may involve sending your personal data between different countries, including countries outside the European Union (EU) where controls on data protection may not be as strong as the legal requirements in the EU. This may also apply to any special category of information that you give to us such as details of any disabilities or dietary/religious requirements.

If we cannot pass your personal data on to the relevant suppliers, whether in the EU or not, we cannot properly effect your booking. We will only process any data about you that is relevant and necessary and where we are required to pass the information on to the relevant suppliers of the travel arrangements covering various components of your holiday with us. We will not pass any of your personal/special category data onto any person who is not responsible for any part of your travel arrangements and the request for the personal/ special category data is not necessary for the performance of your contract with us.
Please be aware that calls made to Wexas Limited, and calls received from Wexas Limited, may be recorded for the purposes of audit, training and the monitoring of services provided by us.

22. Data Protection

The personal data you provide to us, or which is obtained through your dealings with Wexas Limited will be processed in accordance with our privacy notice which is available on our website and in accordance with relevant data protection laws including Regulation (EU) 2016/679 the General Data Protection Regulation (GDPR) which applies from 25 May 2018. We may use personal data about you to inform you about our products and services and deliver those products and services for you; to review your dealings with us or our other brands including your purchasing and entertainment preferences; to review, develop and improve the products and services Wexas Limited offers; for market research purposes and for statistical analysis. We will obtain your consent to processing where that is required. We may share personal data about you with other Wexas group companies and our suppliers, agents, sub-contractors or other commercial partners, including those outside of the EU. Wexas will take full responsibility for ensuring that proper security measures are in place to protect your personal data, including the security measures of any company or person processing your personal data on Wexas's behalf and will use appropriate legal and technical safeguards when we do so. We will retain personal data about you for no longer than necessary for the purpose of processing, and you may withdraw your consent to processing at any time if you wish to do so. You may obtain, correct, or erase personal data about you, and restrict or object to processing if you wish. Should you wish to complain about our processing of your personal data you may submit a complaint to the relevant supervisory authority. For more information contact us at: datarequest@wexas.com or write to our Information Compliance Manager at Fora, 180 Borough High Street, London SE1 1LB.

23. Law & Jurisdiction

This booking is 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 live there and wish to do so.

24. Conventions

We will provide you with copies of the relevant conventions if you ask us, or you can go to the following websites to review them yourself:

https://www.iata.org/policy/Documents/MC99_en.pdf

In respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended): https://www.cit-rail.org/en/rail-transport-law/cotif/

In respect of carriage by sea EU Regulation 392/2009 (known as the "Passengers Liability Regulation" or "PLR"): https://eur-lex.europa.eu/legalcontent/ EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN

And, where applicable, the Athens Convention: http://folk.uio.no/erikro/WWW/corrgr/Consol.pdf

In respect of carriage by road, the Geneva Convention 1973: https://www.unece.org/fileadmin/DAM/trans/conventn/CVR_e.pdf

And, in respect of hotels, the Paris Convention 1962: https://rm.coe.int/168006b639

BEST SERVED
SCANDINAVIA

Booking conditions for Best Served Scandinavia when acting as agent

1. Contract

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with one company or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. [We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers.] Our Terms of Business 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 live there and wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf to reject it.

2. Booking details

When a booking is made all details will be read back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

3. Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

4. Cancellations & Amendments

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or

amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below.

5. Insurance

Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

4. Financial Protection

All the package holidays we sell, [including those that we might organise for you], come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser and we will provide you with their confirmation. 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.

5. Delivery of Documents

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

6. Passports, Visas & Health

We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

7. Final Travel Arrangements

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

8. Complaints

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The

amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact Customer Services. If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see 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.