



## **Booking conditions for The Luxury Holiday Company when acting as principal**

These booking terms and conditions (Booking Conditions), together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Wexas Limited, trading as The Luxury Holiday Company (hereinafter referred to in these Booking Conditions as we, our and us). Please read them carefully before you book as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. Your contract is with Wexas Limited, trading as The Luxury Holiday Company, registered in England & Wales under Company Registration Number 1820489 whose registered office is at Runway East Borough Market, 20 St Thomas Street, London SE1 9RS.

### **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.

**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

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

- a) He/she has read these Booking Conditions and has the authority to and does agree to be bound by them
- b) He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the 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.

Your Booking is made with us when the correct deposit received (or full payment if you are booking within 70 of days before departure) and we send the Lead Name a Confirmation Invoice. A binding contract for the arrangements specified in that Confirmation Invoice will come into existence between you and us as soon as we have issued you a Confirmation Invoice. 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 your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate

If any detail on the Confirmation Invoice or ATOL Certificate is not correct, please tell us or your Travel Agent immediately as changes cannot be made later and it may harm your rights if we are notified of any inaccuracies in any document. 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.

## 3. Paying For Your Holiday

When you make your booking, you must pay a non-refundable deposit which will be a minimum of £300 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 (including any applicable sub charge) must be paid at least 70 days before your departure date. If the deposit and/or balance is not paid in time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail

financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

#### **4. Accuracy**

We endeavour to ensure that the prices we advertise are correct at the date of publication, however occasionally changes and errors occur. 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.

#### **5. Pricing**

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- i the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- iii the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), 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 insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel, you must exercise your right to do so within 7 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, less an administrative fee of £50. 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.

There will be no change to the price of your Package within 20 days of departure.



## 6. Cutting Your Holiday Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

## 7. If You Cancel Your Holiday Before Departure

If you wish to cancel your travel arrangements you must notify us in writing with the reason for your cancellation, with such notice to be given by the first named person on the booking. Written notification from the person who made the booking or your travel agent must be via email at [alltravelmail@wexas.com](mailto:alltravelmail@wexas.com). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 70 days	Deposit plus any advanced pre-payments
Less than 70 days	100% of holiday cost

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 and any pre-payments will be non-refundable.

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

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 occurring at the place of destination or its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund but we will not be liable to pay you any additional compensation. In order to rely on this clause you must be able to show that, based on the information available at the time of cancellation, there was no longer a reasonable possibility of your holiday going ahead (either at all or without being significantly affected).



This condition 7 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## **8. 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 £50 per person, per change, 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. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 7.

### **Transfer of Booking:**

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, including an amendment fee of £50 per person transferring.

Note: Certain travel arrangements, for example some flight tickets may not be amended or transferred 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.

## **9. If We Change or Cancel Your Booking**

As we plan your holiday arrangements many months in advance, we may occasionally have to make changes or cancel your booking, and we reserve the right to cancel your booking or making changes at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of what might be "significant changes" dependent upon the details of your booking include the following, when made before departure:



- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A change of UK departure airport except between:
  - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - II. The South Coast airports: Southampton, Bournemouth and Exeter
  - III. The South Western airports: Cardiff and Bristol
  - IV. The Midlands airports: Birmingham and East Midlands
  - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - VI. The North Eastern airports: Newcastle and Teesside
  - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (e) A significant change to your itinerary.

Cancellation: We will not cancel your travel arrangements 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 have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for significant changes) accepting the changed arrangements; or
- ii. having a refund of all monies paid; or
- iii. if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance If we cancel or make a significant change and you accept a refund, 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.

### **Compensation**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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

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.

IMPORTANT NOTE: 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.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 10. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

## 11. Our liability to you

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your [confirmation invoice and the information we provided to you regarding the services prior to booking]. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your [confirmation invoice and the information we provided to you regarding the services prior to booking].
- (2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) The acts and/or omissions of the person affected; or
  - (b) The acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Events Beyond Our Control (as defined in condition 10).
- (4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
  - (a) Loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
    - i The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- ii In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the [confirmation invoice and the information we provided to you regarding the services prior to booking] and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform, or improper performance of the travel services included in this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you
- b) relate to any business;
- c) indirect or consequential loss of any kind

(9) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your holiday, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the three-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 12. Prompt 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. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/ or appropriate accommodation, and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. You must pay any costs we incur, if the difficulty is your fault.

## 13. Passport, Visa and Immigration Requirements

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. 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 of any destination or destination's waters your itinerary passes through.

Such information which you may need to check includes (but is not limited to) passport requirements including how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel, ETA for UK travel and/or ETIAS for EU travel.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such a body would be relevant to yourself.

- the Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents)
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>)
- Embassies, High Commission and/or Consulates
- Your own doctor

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure which may provide limited medical treatment in most EEA countries. However, such cover may be extremely limited and for emergency purposes only. Nevertheless, all passengers to any destination should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

## 14. 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 Carrier's 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 excursions terms and conditions are expressly incorporated into the contract between you and us under these booking terms and conditions.

## 15. Flights

- (a) 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.
- (b) Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
- (c) We cannot accept liability for any delay which is due to any of the reasons set out in condition 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

(d) The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

## **16. 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 Limited 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.

## **17. Disability or Reduced Mobility**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. 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 self-reliant 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 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 serious consequences. 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.

#### **18. 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.

#### **19. Travel insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements. We strongly advise that you take out a policy of insurance in order to cover you and your party against cancellation charges; existing medical conditions; 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.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

#### **20. 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.



## **Booking conditions for The Luxury Holiday Company when acting as agent**

We, Wexas Limited, a company registered in England with company number 1820489 and registered office address of Runway East Borough Market, 20 St Thomas Street, Londo SE1 9RS, trading as The Luxury Holiday Company (“we”, “us”, “our”) act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any travel arrangements or other services you purchase (“Arrangements”) or for the acts or omissions of any supplier or other person(s) or party(ies) connected with any Arrangements. For all Arrangements, your contract will be with the supplier of the arrangements (e.g. tour operator/airline/cruise company/accommodation company) in question (the “Supplier/Principal”). In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking with us, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- (a) have read these Agency Terms & Conditions and agrees to be bound by them;
- (b) consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- (c) is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services;
- (d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

### **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) or confirmation invoice. 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.

Your booking with us is subject to these Agency Terms and Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with, and you are advised to read both carefully prior to completing your booking. Please ask us for copies of these if you do not have them.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

These Agency Booking Conditions 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.

## **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 given are the same as the relevant passport, 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 of which will be confirmed to you at the time of such requested change.

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.

## **3. Payment**

You will be required to pay a deposit or make full payment to the Supplier/Principal for your booking at the time of booking (or full payment if booking within a timeframe as required by the Supplier/Principal, which we will make known to you). 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.

Where the package does not include a flight, all monies you pay to us for the Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

Where the package is flight-inclusive and is protected by the ATOL of the Supplier/Principal, any payment for services owed by the Supplier/Principal is received and held by the us on behalf of and for the benefit of the Trustees of the Air Travel Trust, but subject to our right and obligation to make payment to the Supplier/Principal for so long as it does not fail. If the Supplier/Principal fails we shall continue to hold such payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to the Supplier/Principal.

## **4. Information & Accuracy**

Please note, not all details of the relevant Arrangements can be included on our website and they are subject to availability. All descriptions and content on our website or otherwise issued to you by us, is done so on behalf of the Supplier/Principal in question and are intended to present a general idea of the Arrangements provided by the Supplier/Principal.

Changes and errors sometimes occur. Therefore, we reserve the right to correct prices, amend errors and other details in advertised or confirmed prices at any time. You must therefore ensure you check the current price and all other details relating to the arrangements that you wish to book with us at the time of booking.

## **5. Cancellations & Amendments By You**

Any cancellation or amendment request must be sent to us in writing via email at [alltravelmail@wexas.com](mailto:alltravelmail@wexas.com) by the first named person on the booking and will not take effect until received by us. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests as any amendments and cancellations to the Arrangements can only be accepted in accordance with the terms and conditions of the relevant Supplier/Principal. Please ensure that you have received written confirmation of any changes to your Arrangement booking prior to travel. 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 of £50 per booking for any amendments and an administration fee £50 for cancellations. We will notify you of the exact charges at the time of amendment or cancellation.

## **6. Our Responsibility For Your Booking**

Your contract is with the Supplier/Principal and its terms and conditions apply. As agent, we accept no responsibility for the actual provision of the Arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the Arrangement booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## **7. Changes & Cancellations By the Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change or cancellation to your confirmed Arrangement booking. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal, but we accept no liability for any changes or cancellations made to your booking by the Supplier/Principal under your contract with them.

## **8. Insurance**

Supplier/Principals require you to take out adequate travel insurance as a condition of your contract with them. You must be satisfied that your insurance fully covers all your personal requirements. 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 cancellation charges; 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.

## **9. Financial Protection**

All the package holidays we sell, 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.

## **10. 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.

## **11. Passports, Visas & Health**

We can provide general information about the passport and visa requirements for your trip on a complimentary basis. 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. 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.

Such information which you may need to check includes (but is not limited) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel, ETIAS for EU travel or ETA for UK travel.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such body would be relevant to yourself.

- the UK Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>);
- Embassies, High Commission and/or Consulates;
- own doctor

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure which may provide limited medical treatment in most EEA countries. However, such cover may be extremely limited and for emergency purposes only. Nevertheless, all passengers to any destination should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

## 12. 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.

## 13. Arrangement Ratings & Standards

All ratings are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities you should expect from your Arrangements. Standards and ratings may vary between countries, as well as between suppliers. We nor the Supplier/Principal can guarantee the accuracy of any ratings given.

## 14. 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.co.uk](http://www.abta.co.uk).



abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <https://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.

If you wish to complain about any service we have provided to you (i.e. our Arrangement booking service) then please contact write to Customer Services Department at The Luxury Holiday Company, Customer Relations, Runway East Borough Market, 20 St Thomas Street, London SE1 9RS, quoting your Booking reference.