

## **Booking Conditions**

These Booking Conditions together with the Important Information form the basis of your contract for all bookings made with Altitude Luxury Travel Limited, (company registration number 7084284) whose registered office is situated at Unit 7 The Accounting House, Sheepbridge Centre, Sheepbridge Lane S41 9RX.

The prices displayed on our websites are for guidance only. The price of your arrangements will be confirmed at the time of booking by your travel consultant and may be different to the price appearing on our website.

For training and quality purposes telephone calls may be recorded.

These Booking Conditions apply to bookings of packages, accommodation only, ticket only, flight only and/or Flight Plus.

If you are booking a package containing a cruise element, different booking conditions will apply. Please ask your travel consultant for a copy.

### **1. The meaning of the words used in these Booking Conditions**

In these Booking Conditions, the following words have the following meanings (except where the context otherwise requires):-

"TTA" means The Travel Trust Association of which Altitude Luxury Travel is a member under TTA number U769X.

"accommodation only" means any accommodation (of whatever type) which is arranged by us and does not form part of a package.

"arrangements" means a package, accommodation only, flight only and/or Flight Plus, as applicable.

"ATOL" means the Air Travel Organisers Licence issued by the Civil Aviation Authority of which Altitude Luxury Travel is a holder under licence number No T10161.

"departure" means the commencement of your arrangements.

"flight only" means any flight (of whatever type) which is arranged by us and does not form part of a package.

'Flight-Plus' exists where (1) you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either

living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus. (2) If in connection with the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus. (3) A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book: a) a non flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK. (4) A flight which begins and ends in the United Kingdom will not form part of a Flight-Plus. (5) A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the requirements in paragraph (1) are no longer satisfied. (6) Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

"late booking" means a booking made 10 weeks or less before the departure date.

"package" means a pre-arranged combination of at least two of the following components 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.

"party leader" means the lead passenger named on the booking documentation.

"ticket(s)" means the document which, subject to compliance with all applicable requirements, will enable you to gain access to your flight. References to a "ticket" include an e-ticket and any equivalent document.

"Altitude Luxury Travel", "we", "us" and "our" means Altitude Luxury Travel Limited

"you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date).

## **2. Making your booking**

All bookings must be made via one of our travel consultants. The party leader must be at least 18, and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. In making the booking, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The party leader is responsible for making all payments due to us. The payments set under clause 4 ("Payment") below must be made at the time of booking. Subject to the availability of all component parts of your requested arrangements and receipt by your travel consultant of all applicable payments, your booking will be confirmed by the issue of a confirmation invoice. Your contract will come into existence as set out under clause 5 "Your contract".

## **3. Your confirmation invoice/ticket/other paperwork**

Please check your confirmation invoice, ticket and any other documentation you may receive in relation to your booking as soon as you receive it. You must contact your travel consultant immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if you do not promptly notify your travel consultant of any inaccuracy in any documentation. In the event that we are notified of any changes we will endeavour to rectify or arrange for the rectification of any inaccuracies notified to your travel consultant, however you will be liable for any costs involved in doing so pursuant to clause 9. The names on your itinerary must match those on your passports otherwise you will be unable to travel and will incur amendment or cancellation charges. It is essential that you check your documentation and ensure that your first names and surnames are spelt exactly as they appear in your passports. It is your responsibility to contact us within 24 hours if the names in your reservation are incorrect. Failure to do so may jeopardise your flight reservation.

## **4. Payment**

In order to confirm your chosen arrangements, a minimum non-refundable deposit must be paid at the time of booking if your booking is not a Late Booking. In some circumstances full payment for the arrangements may be required at the time of booking. Please check with your

travel consultant. In addition full payment for flights may be required at the time of booking. Full details of the applicable payment will be given to you at the time of booking. Please also see clause 6 "The cost of your arrangements".

If you are not making a Late Booking the balance of the cost of your arrangements must be received by us no later than 12 weeks before departure. The balance due date will be shown on the confirmation invoice. Please note reminders are not sent. If we do not receive full payment (including any surcharge where applicable) by the deadline of 12 weeks before departure, your booking may be treated as cancelled by you. In this case the cancellation charges set out in clause 10 "Cancellation by you" below will be payable. 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.

If booking a Late Booking, full payment must be made at the time of booking.

## **5. Your contract**

When your booking is confirmed as set out in clause 2 "Making your booking", a legally binding contract between you and Altitude Luxury Travel comes into existence. These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English law (and no other) will apply to dispute, claim or other matter which arises between us out of or in connection with your contract or booking.

## **6. The cost of your arrangements**

The prices displayed on our websites are for guidance only. Supplements/surcharges may be applicable. Prices apply to UK residents only; non-UK residents may incur additional charges. Despite our best efforts, errors in advertised prices and other details occasionally occur and hotel descriptions and facilities can change. We reserve the right to correct such errors and information at any time.

You must check the price of your arrangements at the time of booking. Please note that you will be responsible for any additional payments due to third parties not included in the price of your arrangements such as local taxes on hotel stays.

In order to guarantee the price of arrangements confirmed at the time of booking or any element of them (for example, any flight(s)), you may be required to make full payment for the arrangements/element(s) concerned at the time of booking/prior to balance due date. If you fail to meet any such request, subject to what is stated in the paragraph below, any increase(s) in the price will be passed on to you. However, we would like to draw your attention to the fact that it may not always be possible to guarantee the price by making payment as set out above in which case any increase(s) will be passed on as set out below.

#### 6(a) Changes in Price - Packages

In relation to packages only, once the price of your arrangement(s) has been confirmed at the time of booking, then subject to the correction of errors we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports or in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if any increase in our costs exceeds 2% of the total cost of your arrangements (excluding any amendment charges) will we levy a surcharge.

In the event that any surcharge is greater than 10% of the total cost of your arrangements (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase other arrangements from us as referred to in clause 11 "Changes and Cancellation by us". You have 14 days from the surcharge invoice issue date to tell us if you want to cancel or purchase other arrangements. If we do not hear from you within this time, we are entitled to assume that you will pay the surcharge.

Any surcharge must be paid with the balance of the cost of your arrangements or within 14 days of the surcharge invoice issue date, whichever is the later. No surcharge will be levied within 30 days of your departure. No refunds will be payable if any decrease in our costs occurs within this period either.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of such decrease.

#### 6(b) Changes in Price – Single Components

Where the arrangement booked is not a package (for example flight only, or only a hotel), price increases may occur any time prior to departure, and you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

### **7. Special requests, disabilities and medical conditions**

If you have any special request, you must advise your travel consultant at the time of booking. We regret we cannot guarantee any request will be met. Confirmation that a special request has been noted is not confirmation that it will be provided. All special requests are subject to availability. Failure to meet any special request will not constitute a breach of contract. If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide your travel consultant with full details at the time of booking so that we can advise as to the suitability of the chosen arrangements. If we/the airline/other supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking. In the event that full details are not given at the time of booking, we reserve the right to cancel the booking when we become aware of these details. Cancellation charges in accordance with clause 10 will apply.

### **8. Insurance**

Adequate travel insurance is essential. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. 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.

### 9. Changes by you

Should you wish to make any changes to your confirmed arrangements, the party leader should notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met.

Where they can be met, a non refundable amendment fee of £50 per person will be payable together with any costs or charges incurred by ourselves or incurred or imposed by any airline or supplier. Some suppliers/airlines and hotels, special fares/costs are in some cases non-refundable as soon as they are booked. In addition some suppliers/airlines may consider a name change or other change to an existing booking as a cancellation and rebooking with up to 100% cancellation charges payable by you. Please check at the time of booking.

If any member of your party is prevented from travelling, the person(s) concerned may be able to transfer their place to someone else (introduced by you) provided we are notified not less than two weeks before departure. The request must be made in writing by the party leader and sent to us. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be affected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued. If you require an alternative flight then you must contact your travel consultant not less than five days before departure in order that we have notice not less than two days before departure upon which we shall endeavour to secure an alternative flight.

### 10. Cancellation by you

Should you or any member of your party need to cancel your confirmed arrangements, the party leader must immediately notify us in writing. The following cancellation charges will be payable where you cancel or your booking is cancelled in accordance with these Booking Conditions. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the

cancelled arrangements including any amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Please note that where an outbound portion of your flight coupon is not used, the return sector will be automatically cancelled by the airline and will be classed as void. No automatic right to any refund exists for such part-used tickets.

More than 70 days before departure	Loss of deposit
70 to 57 days before departure	30% cost of the holiday (or loss of deposit if greater)
56 to 29 days before departure	50% cost of the holiday (or loss of deposit if greater)
28 to 15 days before departure	80% cost of the holiday (or loss of deposit if greater)
14 to 0 days before departure	100% cost of the holiday

**The cancellation charges as set out in the table above apply to all bookings except where a booking includes items or services where the supplier's cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.**

In the event of cancellation by some but not all party members, additional charges may be payable (for example, where a twin or double room will only be occupied by one person). Any such additional charges must be paid at the time of cancellation or with the balance of the cost of the arrangements as advised.

### (c) Other Travel Arrangements including flight only

If you need to cancel you must contact us. Cancellation charges vary depending upon the services booked and will be higher the later you cancel. In some cases it may not be possible to offer any refunds for certain services such as air tickets once a booking has been made. The cancellation charge of flight only bookings will be 100% of the cost of the booking. Please ensure that you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements. Air tickets returned to us for a refund are subject to an administration fee of £50 per ticket. Refunds will not be paid by us until they have been received by us from the relevant airline or consolidator.

## 11. Changes and cancellation by us

Arrangements are often made many months in advance. Occasionally, we, airlines and/or suppliers have to make changes to and correct errors in published and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed booking 10 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel or where we are forced to do so as a result of circumstances outside our control or because an insufficient number of people have booked your chosen arrangements and we have notified you of this not less than 10 weeks before departure.

Most changes are minor. Occasionally, we have to make a significant change. Examples of significant changes include the following changes when made before departure;

- a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away;
- a change of outward departure time resulting in the overall length of time you are away being reduced by twenty four hours or more. For the avoidance of doubt this does not include delays at the airport on the day of departure;
- or a change of UK departure point to one which is substantially more inconvenient for you (except between airports within or around the same city for example London Gatwick and Stansted Airports).

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) accepting the changed arrangements;
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the alternative is less expensive than the original arrangements, we will refund the difference but if more expensive, we will ask you to pay the difference). If the alternative is more expensive and the change occurs before we have received full payment for your booking we may ask you to pay the difference; or

(c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

**In relation to packages only**, if we become unable to provide a significant proportion of the services that you have booked with us after you have departed; we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking terms & conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. Very rarely, we may be forced by "force majeure" (see clause 12 below) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 12. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, Altitude Luxury Travel, airlines and other suppliers will not be liable for any change, compensation, cancellation, effect on your holiday, loss, damage or expense of any nature or description you suffer or incur or failure to perform or properly perform any contractual obligation(s) which is due to any event(s) or circumstance(s) which Altitude Luxury Travel, the airline or other supplier, as applicable, could not, even with all due care, foresee or avoid. Such events may include but are not limited to war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, pandemics, systems failure and all similar events outside our control or that of the party concerned.

### **13. Flight information**

The flight timings given on booking are for general guidance only and are subject to change. The latest flight times will be those shown on your tickets. You must accordingly check your tickets carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched. We advise you to contact your airline to reconfirm your outbound journey at least 72 hours prior to departure should there be a late flight change, and you are required to reconfirm your flights in accordance with the airline reconfirmation deadline.

We are not liable if there is any change to a departure or arrival time previously given to you or shown on your ticket. Please reconfirm your flights with the airline.

Please note that a flight described as "direct" will not necessarily be non-stop. Where a sector of a flight itinerary is not utilised without contacting the carrier directly, any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred.

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban within the EU Community.

### **14. Flight delay**

Unfortunately, delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. Altitude Luxury Travel is not in a position to provide any assistance in the event of flight delay and cannot accept any liability except where expressly stated in these Booking Conditions.

### **15. Denied Boarding Regulations**

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you as the full amount of your entitlement to any compensation

or other payment is covered by the airlines obligations under these regulations. For further information you should contact the Civil Aviation Authority <http://www.caa.co.uk>

The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.

### **16. Our Liability to you**

#### **(1) In respect of Packages**

We will accept responsibility for the package arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these 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.

(2) In respect of Non-Packages We have a duty to select the suppliers of your non-packaged arrangements with reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, provided we have selected the suppliers with reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(3) In respect of any booking, we will not be responsible for any injury, illness, death, loss (for example loss of

enjoyment or any other loss of any description), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

(a) the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or, (b) the act(s) or omission(s) of a third party not connected with the provision of your holiday which we could have predicted or avoided; or, (c) force majeure as defined in clause 12 above.

(4). Please note, we cannot accept responsibility for any services which do not form part of our contract; for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you.

(5) As set out in these Booking Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

(6) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,000 for luggage and £300 for personal possessions (including money). For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is £5000 (five thousand pounds) per booking form unless a lower limitation applies to your claim under clause 16 (7) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(7). Where any claim or part of a claim relates to any transport (including the process of getting on/off the transport) provided by any air, sea, rail or road carrier or any stay in an hotel, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, Athens Convention for international travel by sea, Warsaw Convention as amended or unamended the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national

and international travel by air, the Berne Convention for international travel by rail). Where the carrier or hotelier would not be obliged to make any payment to you under the international convention or regulation in respect of a claim or part of a claim, we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available on request.

(8). Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(9) In respect of a Flight-Plus a) The failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.

b) If, before your intended departure on a Flight-Plus we become aware that any part of your FlightPlus will not be provided because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus we will provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.

c) If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus we will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.

d) If, after your intended departure on a Flight-Plus we become aware that your living accommodation or

self-drive car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your Flight-Plus, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus.

e) Where suitable alternative arrangements are provided as set out in clauses 16 (9) (b) – (d) above, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

f) We, or the suppliers of the services you have bought, will provide you with the services you have bought (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).

### **17. Behaviour**

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them 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 party during your time away. Payment must be paid 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 legal costs) as a result of your actions.

### **18. Complaints**

In the unlikely event that you have any reason to complain about any arrangements whilst away, you must immediately inform the airline or supplier of the service(s) in question in order for them to have the opportunity to rectify the situation. Any verbal notification must be confirmed in writing to the airline/supplier as soon as possible.

If you remain dissatisfied, you must write to us within 28 days of the end of your arrangements giving your booking reference and full details of your complaint. Failure to follow the procedure set out in this clause will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. Should you have cause to complain, please contact us using the following email address:

[robert.burley@altitudeluxurytravel.com](mailto:robert.burley@altitudeluxurytravel.com).

In the event that your complaint remains unresolved following our complaints procedure, you may wish to refer the matter to the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr>.

### **19. Use of Your Personal Information**

In the process of managing and fulfilling your booking, Altitude Luxury Travel is mandated to pass the contact details you have provided, and this sometimes includes a copy of your passport, to the suppliers and parties that make up and fulfil the components of your leisure trip or holiday.

These carefully chosen suppliers and parties at least include: the airlines, airport transfer providers, hotels, insurance providers and booking agents that form part of the package that you have chosen to purchase from us.

In addition to this, to meet our fiduciary responsibilities, Altitude Luxury Travel's appointed Accountants see the invoices that contain your contact details.

Altitude Luxury Travel operates with great care and manages your personal information securely and in line with the prevailing data protection legislation. We only work with reputable suppliers and we do not pass your details to any third party unless it is specifically and legitimately required to fulfil your booking with us.

In choosing Altitude Luxury Travel as your supplier, you are automatically accepting the unavoidable requirement that we must pass on your personal information to all of the suppliers that form part of your booking.

## **20. Passports, visas and health requirements**

It is your responsibility to ensure that you are in possession of all necessary and up-to-date travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation and/or provide personal details as may be required. 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.

Those passengers with a non-British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. For European holidays you should obtain a completed and issued form EHIC prior to departure.

All passengers flying to or via the USA must have machine-readable passports. In order to comply with US regulations, airlines operating to the US are required to obtain certain information from passengers, including but not limited to country of residence, full address of your first night's accommodation in the US, full name, date of birth, gender and if applicable redress number prior to the departure of the flight from the UK. Other destinations may also require this information.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of

Health's leaflet (Health Advice for Travellers) which can be obtained by telephoning 020 7210 4850. Further information can be obtained by visiting [www.hpa.org.uk](http://www.hpa.org.uk)

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fco.gov.uk](http://www.fco.gov.uk). We recommend you consult this website before booking an in good time before departure.

## **21. Conditions of Suppliers**

The services which make up your arrangements are provided by independent suppliers. In the event that you book a flight only or accommodation only the suppliers own terms and conditions will apply. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

## **22. Financial Security**

We provide financial security for flight inclusive packages, Flight Plus bookings and ATOL protected flights by way of a bond held by the Civil Aviation Authority under ATOL number T10161. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom. We are also a member of The Travel Trust Association (TTA number U769X). If your holiday does not include flights, The Travel Trust Association will financially protect your holiday in the same way.

Some flights may not be booked under our ATOL (e.g. where we use your credit card to book a low cost flight on your behalf). Those flights will not be financially protected.

We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or the supplier are able to do so for reasons of insolvency an alternative ATOL holder may provide you with the services you have bought (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 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.

### **23. Booking Condition Amendments and Right to Refuse Travel Arrangements**

We reserve the right to add, withdraw and/or amend any of our Booking Conditions at any time and without notice and furthermore reserve the right to refuse any booking.

#### **Important Information**

This important information together with the booking terms and conditions contained within this product and price guide form the basis of your contract with Altitude Luxury Travel Limited. All the information which follows is correct at the time of printing, but please check with your travel consultant for changes at the time of booking.

#### **Additional Beds**

Prices for three and four people sharing a room are available on request. Hotels that do not charge for children will expect them to share the existing sleeping arrangements with accompanying adults, and will make an additional charge if extra sleep arrangements, such as a rollaway or camp bed, is required. However it should be noted that additional sleeping arrangements in the room type booked could cause cramped conditions. If you have booked a family plan room type for two adults then it is likely that only the adults will be paying guests at the hotel and receive bedding while the accompanying child(ren)

will be on a free of charge basis and be expected to share the existing sleeping arrangements with the adults.

#### **Flight Seating**

If you have a special request in relation to flight seating you must advise your travel consultant at the time of booking. We regret we cannot guarantee any request will be met unless we have specifically confirmed it in writing. Confirmation that a special request has been noted is not confirmation that it will be provided. All special requests are subject to availability. Failure to meet any special request will not constitute a breach of contract.

#### **Baggage Allowance**

Many airlines charge extra for baggage. On US and Canadian Domestic flights airlines charge locally for checked baggage, including for flights sold in combination with International tickets. Information can be found on the carrier's website. Please ask for details at the time of booking. Excess charges will apply if your allowance is exceeded on any flight.

#### **Website Accuracy**

Changes and errors can sometimes occur and we ask you therefore to check for the latest holiday details at the time of booking. In addition to hotel information, please bear in mind that changes and alterations can also affect escorted tour, cruise and pre-planned selfdrive itineraries. This may be due to local holidays, festivals or special events, adverse weather conditions, essential maintenance projects or other circumstances outside our control.

#### **Check-in & Check-out times**

Generally, check-in times range between 2pm and 4pm, and check-out between 11am and 12 noon. Subject to the availability of rooms, you may be able to check in earlier. However, early check-in is at the discretion of the hotel and cannot be guaranteed unless you book and pay for the accommodation from the night prior to arrival.

#### **City Tax**

Various cities impose their own city tax, which must be paid locally. Please check with your travel consultant at the time of booking. Please ensure you have sufficient local funds available at your destination.

#### **Departure Tax**

All UK departure taxes (which vary according to the class of travel) and UK airport passenger facility charges (which vary by departure airport) are pre-paid and added to the cost of your air ticket and will be quoted at the time of booking. Various countries impose their own departure tax which may not be included within the cost of your air ticket. Please check with your travel agent at the time of booking. Please ensure you have sufficient local funds available upon departure.

**Hotel Extras** Parking charges are usually made by city hotels (and occasionally elsewhere), and are not included in the prices shown. Leisure facilities featured at hotels in this brochure are not necessarily free of charge. The use of facilities such as health clubs, tennis courts, golf courses, horse-riding, motorised watersports and scuba diving are normally subject to a fee. Some facilities may also only be available seasonally. Please enquire at the time of booking about the individual charges and inclusions at each hotel.

#### **Maintenance**

Renovations and/or construction work may sometimes be taking place at your chosen hotel/resort during your stay. When we have been advised of such cases and consider that it may affect the enjoyment of your holiday we will notify you as quickly as possible. However, while every effort will be made, it may not always be possible to advise you of emergency repairs to facilities such as swimming pools prior to your departure from the UK.

#### **Meals**

When purchasing holiday arrangements on a half board, full board or all inclusive basis, please note that some hotels require that meals may only be enjoyed in the main restaurant. A supplement may be required to dine in other restaurants, or when ordering certain food or beverage items from the à la carte menu or drinks list. Please check with your travel consultant at the time of booking as to what is included in your holiday arrangements.

#### **Rooms**

Most hotel prices are based on a standard room for up to two adults, with upgraded room types available at a supplement; meals are only included where stated. Rooms are generally allocated on a 'run of house' basis, which means you can be allocated a room in any part of the property, unless otherwise stated.

#### **Smoking**

Most airlines and coach companies now operate a complete non-smoking policy; as well as some hotels. Cities in some countries ban smoking in public places such as bars and restaurants. Please enquire at the time of booking if required.

#### **Special offers**

Special offers cannot be used in conjunction with any other offers or be combined with other special offers. Special offers are subject to availability and terms and conditions will apply. Offers can be revoked at any time.

#### **Star Ratings**

Every effort has been made to ensure that the hotels and other accommodation are correctly represented and will fulfil your expectations for quality and service. It is important to note that, where used; the star classification system is our own and does not conform to any internationally recognised system. The rating, in our opinion, reflects a true representation of the merits of each property. Inevitably, standards will differ slightly between the many destinations which we feature.

2\* Economical and comfortable accommodation offering a simple standard of room and limited facilities.

3\* Comfortable accommodation with standard rooms, amenities and public areas. Most threestar properties offer a restaurant on-site and some have a swimming pool.

4\* Good superior accommodation offering a selection of services. Most four-star hotels feature a choice of restaurants and in addition, many also have a health club and swimming pool.

5\* Five-star hotels offer the highest standards of service and facilities and are acknowledged as the leading properties in the area.

5+\* The adjacent symbol gives recognition to hotels of exceptional quality. +\* Indicates a hotel falling between two categories.

**Travel Documents** These will be dispatched approximately 14 days prior to departure. Please ensure that you check all your documents carefully as flight times may have been adjusted since you received your first confirmation or final invoice. Please query anything you are unsure of with your travel consultant.

In the case of late bookings and/or payment, tickets may be handed to you at the airport on departure and a fee may be charged.

### **Formula One**

Altitude Luxury Travel gives no warranty about the event for which the holiday is sold as to its quality, suitability or otherwise.

Altitude Luxury Travel has no control over the running of any of the Formula One Grand Prix that we provide travel services to and all the details and descriptions in relation thereto are for guide purposes only.

Motorsport can be dangerous and it is a condition of booking that Altitude Luxury Travel and its staff are absolved from all liability arising out of accidents causing damage or personal injury (whether fatal or otherwise) however caused to customers of Altitude Luxury Travel for the entire duration of the holiday.

Altitude Luxury Travel has no control over the actual event and does not have any and cannot accept any liability for the actions or omissions of the organisers or operators of the event or their servants, agents or employees.

Altitude Luxury Travel has no responsibility for any property or personal effects for the duration of the event.

Altitude Luxury Travel gives no warranties that the event shall take place in the time and place stipulated or at all. Altitude Luxury Travel shall not be liable to give any refund in the event of the event being cancelled or postponed.