

CARIBTOURS TERMS AND CONDITIONS

These Booking Terms and Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Caribtours Limited, a company registered in England and Wales with company number 01402297 and registered office address at 126-128 New Kings Road, London, SW6 4LZ ("we", "us", "our" "Caribtours").

Please read them carefully as they set out our respective rights and obligations. In these Booking Terms and Conditions, references to "you" and "your" include the first named person on the booking and everyone on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

they have read these Booking Terms and Conditions and have the authority to and does agree to be bound by them;

they consent to our use of personal data in accordance with our Privacy Policy and are 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);

they are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that they and all members of the party are of the appropriate age to purchase those services;

they accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package Holiday (please see the first clause 16 in Section B for further details) and as a principal in the sale of a 'single service' booking (i.e. a rail ticket or accommodation only booking). As a result our obligations to you will vary depending upon whether you book a Package Holiday with us or whether you make a single service booking. We have tried to set our differing obligations out below as clearly as possible:

Section A contains the conditions that will apply to all bookings you make with us;

Section B contains the conditions which will apply when you make a booking with us where we act as the Package Organiser; and

Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as principal.

Section A – Applicable to All Bookings

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

1. Booking & Payment

BOOKING

If you are considering booking a cruise or yacht holiday with Caribtours please read the additional Cruise FAQs which can be requested and/or provided by your Travel Advisor. If you don't have access to the internet, please call 020 7751 0660 for these and we will send this to you.

A booking is made when you pay us a deposit (please see amounts below) we issue you with a confirmation invoice has been issued by Caribtours. If you are booking within 10 weeks of departure, full payment will be required at booking. and We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued with a confirmation invoice and itinerary. If your booking includes a flight we will also issue you with an ATOL Certificate. If a booking is not accepted or Caribtours is unable to make reservations requested and no acceptable alternative arrangement can be made, all monies will be refunded.

At the time of your booking, we will confirm all details of your booking and it is vital that you ensure that these are correct and correctly reflected on your confirmation invoice. If you believe that any details on the ATOL certificate or confirmation invoice is or any other document we provide to you is wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document as soon as possible.

PAYMENTS

DEPOSITS (subject to change and will be confirmed to you at the time of booking):

Non-European bookings - minimum deposit of 10% per person is payable at the time of booking

European bookings - deposit of 50% of the total booking value per person

Yacht charter, villa or cruise bookings range between 15% and 50% of the total booking value

PLEASE NOTE

Select flight routes and travel dates - an increased deposit may be required for flights on selected routes and travel dates where full payment is required or when flight tickets have to be issued earlier than usual.

Festive stays (15 Dec – 05 Jan) - A 10% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your booking.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 10 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case our cancellation terms will become applicable.

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.

2. Accuracy

We endeavour to ensure that all the descriptions, information and prices, both on our website and in our advertising material are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

3. Insurance

It is essential that you and all members of your party are covered by a policy of travel insurance. Policies can be purchased through travel agents and banks or direct from insurers. You must be satisfied that your insurance fully covers all of your personal requirements included personal accident, death, medical and repatriation expenses, loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses.

4. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

5. Disabilities and medical problems.

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

6. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Terms and Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Terms and 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.

7. Cutting Your Booking 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 booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel 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.

8. Accommodation Rating and Standards

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

9. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. Caribtours representative or your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact detailed in your booking information.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note for Package Holiday bookings, that we offer an Alternative Dispute Resolution service through our ABTA membership and through ABTOT for our package bookings. Please see the membership clause below for further detail in clause 23.

10. Your Responsibilities

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your

accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

11. Excursions

Please note that we do not provide or arrange excursions other than those listed in your booking confirmation and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

12. Entry, Passport, Visa & Immigration Requirements, Safety & Health Formalities

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your Package Holiday. Where you book anything other than a Package Holiday from us, we are not required to provide such information but choose to provide this information on a complimentary basis. Regardless of what you purchase however, it is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting 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, or incur any other loss because you have not complied with any entry, passport, visa and immigration requirements, or safety and health formalities. 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 and immigration requirements or safety and health formalities.

13. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

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. 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

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these Booking Terms and Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

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.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

14. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will

form part of your contract. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

15. Law and Jurisdiction

These booking conditions and any agreement to which they apply are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

Section B – Package Holiday Bookings

This section only applies to Package Itineraries booked with us, where we are acting as the Package Organiser (please see clause 16 below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Terms and Conditions.

16. Definition of a Package

Where your booking is for a Package Holiday that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Terms and Conditions.

A "Package holiday" exists if you book a combination of two of the following separate travel services:

- a) transport;
- b) accommodation;
- c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- d) any other tourist service not intrinsically part of one of the above travel services;

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

IMPORTANT NOTE: Please note that:

- 1) where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- 2) where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
- 3) do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or

- 4) are selected and purchased after the performance of the transport, accommodation or car rental has started

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

17. Pricing of Package Holidays

We reserve the right to increase the price of confirmed holidays to allow for increases which are a direct consequence of changes in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b) the level of fees or taxes 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;
- c) the exchange rates relevant to the holiday.

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), Caribtours will notify you of this increase at the latest 20 days before the start of your package holiday, in these circumstances you will be entitled to either accept a change to another holiday if we able to offer one (if this is of lower quality you will be refunded the difference in price), or to cancel your booking and receive a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements.

Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed in the invoice. Failure to do so will be taken by the Caribtours that you accept the change in price. Caribtours shall refund within 14 days from the time the contract is terminated. If you do not wish to cancel the booking, you can accept the proposed price change. Where you exercise your right to cancel you may accept a substitute package where this is available.

Should the price of your holiday 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 made to the price of your confirmed Package within 20 days of your departure nor will refunds be paid during this period.

18. Cancellation of Your Package Holiday by You

If you or any other person on the booking needs to cancel a confirmed booking, then this must be notified to Caribtours in writing. Your notice of cancellation will be effective from the day such written notification is received. Subject to when notification of a cancellation is received, the following scale of charges will be payable by you:

Days before departure / Cancellation Charge

70 days or more ----- Forfeit deposit
69-56 days ----- 20% of total cost of the holiday
55-43 days ----- 40% of total cost of the holiday
42-29 days ----- 60% of total cost of the holiday
28-16 days ----- 75% of total cost of the holiday
15-3 days ----- 90% of total cost of the holiday
Within 2 days -----100% of total cost of the holiday

For stays that cross 15 Dec – 05 Jan festive cancellation terms will apply and these will differ to our standard terms. A 10% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your holiday.

Days before departure / Cancellation Charge for Festive:

Days before departure - Cancellation Charge for Festive:

After 01 September - Forfeit deposit (50%)

01 October - 56 days - 75% of total cost of the holiday

55 days - travel date - 100% of total cost of holiday

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.

We strongly recommend that you secure adequate travel insurance at the time of booking. Please note that Caribtours does not currently offer insurance policies.

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.

Cancellation by You Due to Unavoidable and Extraordinary Circumstances:

You may terminate the package holiday contract applicable to your holiday at any time before the start of the package without paying a cancellation fee in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid 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).

For the purpose of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination safely to the destination as agreed in the package travel contract.

This clause 18 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.

19. Alteration or Transfer of Package Holiday by You

Transfer of Package Holiday Booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

that person is introduced by you and satisfies all the conditions applicable to the Package Holiday;

we are notified not less than 7 days before departure;

you pay any outstanding balance payment, an amendment fee of £50.00 per person as well as any additional fees, charges or other costs arising from the transfer; and

the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 18 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services

If you wish to alter any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst Caribtours will do its very best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet your request, Caribtours will charge an administrative fee of £75 per person, per alteration, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

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 and a cancellation fee may be payable in accordance with clause 18 above.

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

It is essential that you ensure that details of all names provided to your Travel Adviser and shown on the confirmation invoice compare exactly with those on each passport of all passengers travelling on the booking. Please note that airlines will usually refuse amendments to reservations after departure, except on the payment of a fee, which varies from airline to airline

up to and including the full one-way published fare. Any additional costs resulting from an earlier or later return than the one scheduled will be your responsibility.

20. Cancellation or Alteration by Caribtours

Every effort will be made to operate each client's holiday as advertised but Caribtours reserves the right to modify or cancel any holiday arrangements at any time up to 8 weeks before departure.

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 holiday. Examples of significant changes include the following, when made before departure:

- a) a change of UK airport (except between Gatwick and Heathrow)
- b) a significant change to the Package Holiday;
- c) a change of accommodation area for the whole or a significant part of your holiday;
- d) a change of accommodation to a lower rating for the whole or a significant part of your holiday;
- e) a change of the outward departure time or length of holiday by more than 12 hours (except for curtailment or due to unavoidable and extraordinary circumstances).

In the event of building work, extended hotel closure or similar circumstances which result in the accommodation reserved being unavailable, Caribtours will take all reasonable steps to provide accommodation of a similar or higher standard at no extra cost, or if this is unavailable, a lower standard of hotel and a refund of the difference in price of the accommodation.

Caribtours will not cancel your holiday contract less than 10 weeks before your departure date except because of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your holiday if the number of Passengers booked do not meet the minimum numbers required for any package holiday and Caribtours notifies you of the cancellation of the holiday contract no later than:

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

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:

- a) (for significant changes) accepting the changed arrangements; or
- b) having a refund of all monies paid; or

- c) 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.

Compensation

Compensation may be paid

if, where we make a significant change, you do not accept the changed arrangements and cancel your booking or

if we cancel your booking and no alternative arrangements are available and/or we do not offer you one.

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

Number of days Compensation prior to departure per person and amount payable:

70-42 days

£10 41-29 days

£20 28-15 days

£40 14-0 days £50

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

where we make a minor change;

where we make a significant change or cancel your arrangements more than [60 days] before departure;

where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;

where we have to cancel your arrangements as a result of your failure to make full payment on time;

where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

where we are forced to cancel or change your arrangements due to Force Majeure (see clause 6).

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.

21. Our Responsibilities for Package Holidays

- 1) Caribtours accepts 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 Package Holiday itinerary and any other 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 Package Holiday itinerary or any other information we provided to you regarding the services prior to booking.

- 2) We will not be responsible or pay you compensation if you and/or any other person included in your booking suffers personal injury or death unless you able to provide 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 of other claim of any description if it results from
 - a) the acts and/or omissions of the person affected;
 - 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) if it results from Events Beyond Our Control (please see clause 6).

4) We limited 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:** subject to any limits contained in any relevant international conventions that apply to the travel arrangements, 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 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 death, injury or illness:** 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 the carriers under the appropriate Conventions, including the Berne/Cotif Convention in respect of travel by rail, the Paris Convention in respect of the provision of accommodation, the Warsaw/Montreal Convention with respect to international travel by air and the Athens Convention with respect to sea travel. 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 Regulations 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 Terms and 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 package 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 Terms and 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 clause 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 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) if its relates to any business;
- c) is an 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 package, 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 3 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” mean 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.

22. Prompt Assistance for Package Holidays

If, whilst you are taking part in your Package Holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. 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. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party’s negligence.

23. Memberships

We are a Member of ABTA, membership number V6665. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you ABTA’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to www.abta.com to use ABTA’s simple procedure. Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com.

We also offer you ABTOT’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to www.abtot.com to us ABTOT’s simple procedure.

24. Financial Protection

FLIGHT PACKAGES

We provide financial protection for flight-inclusive packages by way of our Air Travel Organiser’s Licence (ATOL) number 2674, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what

this means for you and who to contact if things go wrong. For further information, visit the ATOL website at 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 and travel services listed online or in our brochures will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to the client). 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 their contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or the client's 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 the client has claimed under the ATOL scheme.

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.

NON-FLIGHT PACKAGES

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Caribtours 5541, and in the event of their insolvency, protection is provided for:

a) Non-flight packages

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

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukSI/2018/634/contents/made>

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

If you have booked any single service arrangements with us, these will not be financially protected.

25. Additional Flight Terms

Out of date range flights

In cases where the flights requested are not yet available to book, a contract will come into existence on the basis the price payable will be that applicable when the airline releases the seats for sale, which may be different to that advertised at the time of booking.

Flight Ticketed Early

Any flights which have been ticketed at your request earlier than required will be subject to 100% cancellation charges.

Section C – Single Service Booking

This section applies to all single service bookings that you make with us (e.g. accommodation only) when we are acting in a principal capacity. Please read this section in conjunction with Section A of these Booking Terms and Conditions.

26. If You Change or Cancel Your Single Service

Changes:

If you wish to alter any part of your single service booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. Caribtours will do its very best but cannot guarantee that we will be able to meet your request. Where we can meet your request, Caribtours will charge an administrative fee of £25 per person per alteration (£50 per person if change request is within ten weeks of single service) as well as any associated costs and charges incurred by us and/or incurred or imposed by our suppliers.

Where we are unable to assist and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and cancellation fees will become payable by you.

Important Note: Certain single services may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%

Cancellations:

If you or any other person on the booking needs to cancel a confirmed booking, then this must be notified to Caribtours in writing. Your notice of cancellation will be effective from the day such written notification is received. The person to notify us of any cancellation must be the same person that originally signed the booking form.

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

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

Days before departure / Cancellation Charge

70 days or more ----- Forfeit deposit

69-56 days ----- 20% of total cost of the single service

55-43 days ----- 40% of total cost of the single service

42-29 days ----- 60% of total cost of the single service

28-16 days ----- 75% of total cost of the single service

15-3 days ----- 90% of total cost of the single service

Within 2 days -----100% of total cost of the single service

For stays that cross 15 Dec – 05 Jan festive cancellation terms will apply and these will differ to our standard terms. A 10% deposit will be due at time of confirmation, and final balance due date is 01 September. Cancellation terms will start from 50% after 01 September and are subject to the festive terms and conditions of the hotel you are booked into. Please check with us for any further details applicable to your holiday.

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.

27. If We Change or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control please see Events Beyond Our Control clause, located in Section A above) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

28. Our Responsibilities For Your Single Service Booking

Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, 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.

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 act(s) and/or omission(s) of the person(s) affected, or

- b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable, or
- c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- e) 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.
- f) 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 twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

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

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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.

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; or (b) relate to any business.

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.