

# Booking Conditions 2024

# Booking Conditions

The following Booking Conditions, together with the General Information contained in this brochure and on our website, form the basis of your contract with The Turquoise Holiday Company Limited, also trading as Turquoise, company number 04424442, registered office The Stables 4 Bakery Court, 37-39 London End, Beaconsfield, Buckinghamshire, HP9 2FN. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means The Turquoise Holiday Company Limited.

## Important:

- If for any reason you cancel your booking, cancellation charges will apply and may be up to 100% of your booking cost details of which are set out below;**
- You may make amendments to your booking but there will be a charge for this as set out below;**
- You should take out travel insurance that is appropriate to your needs at the time of booking or before;**
- If you have any complaints about the service we provide please contact us within 28 days of the act or omission giving rise to any such complaint**
- We provide financial security as required by The Package Travel and Linked Travel Arrangements Regulations 2018 for package holidays and hold an ATOL issued by the Civil Aviation Authority (ATOL number 5875);**
- We act as retail agent for our land only arrangements, they are not financially protected and your contract for them will be with the supplier(s) concerned. For all such bookings, all references to "we", "us" and "our" in clauses 1, 2, 4, 5, 6 and 8 of these booking conditions mean The Turquoise Holiday Company Limited acting as agent for the operator. Clauses 3, 10(1) and 10(2) will not apply to such bookings. In addition to these booking conditions, the supplier concerned may have its own terms and conditions which will also apply to your booking, copies are available on request.**

## 1. Making your booking

To make a booking, please contact us by telephone or e-mail. All bookings are subject to these booking conditions. The first named person on the booking ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits. If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to enquiries@turquoiseholidays.co.uk.

## 2. Payment

In order to confirm your chosen arrangements, usually a deposit of 20% of the total holiday cost or full payment if booking within 10 weeks of departure) must be paid at the time of booking. In order to secure particular flights, we may require a higher deposit than normal (to include the full cost of the flight element) to be paid at the time of booking. If this is the case we will advise you of this before you confirm your booking. If you wish to purchase insurance, we recommend specialist Insurance Brokers, Campbell Irvine. All applicable premiums must also be paid at the time of booking. Please see clause 7 on the subject of insurance.

The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled.

## 3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 4. The cost of your holiday

The prices shown on our website and in our brochure were calculated on the basis of then known costs and exchange rates as shown in the Financial Times Guide to World Currencies

on the date of publication or as otherwise stated. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it 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, due to; changes to the cost of fuel or other power sources; changes to the level of taxes or fees on the travel services included in our contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and our costs increasing or decreasing as a result of the exchange rates which have been used to calculate the cost of your holiday. If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and 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 another holiday from us as referred to in clause 8 "Changes and Cancellations by us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Where a refund is due, we will pay you the full amount of the decrease in our costs. Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday. We promise not to levy a surcharge within 30 days of the start of your holiday. We regret we cannot offer any refunds as set out above within this period either.

## 5. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £100 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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, these charges are likely to be the full cost of the flight.

## 6. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges\*. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person
70 days or more.....	Deposit only
69 - 43 days.....	50%
42 - 31 days.....	75%
30 days - day of departure or later.....	100%

\*NB Where you have had to pay the full cost of any flight(s) at the time of booking, the percentage charges shown in the table above are calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges and the cost of those flights. In addition to the charges shown in the table above, we will also be entitled to retain, by way of cancellation charge, the full cost of any flight(s) in respect of which you paid the full cost at the time of booking, if you cancel at any time after confirmation of your booking.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any discount or concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. 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 £100, must be paid before the transfer can be effected. 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, these charges are likely to be the full cost of the flight.

## 7. Insurance

We consider adequate travel insurance to be essential. If you decide not to purchase the insurance we recommend through specialist Insurance Brokers, Campbell Irvine, you must give us details in writing of your alternative policy (insurer and policy number). These premiums must be paid as soon as possible as cover will not be effective until all applicable premiums are received in full. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

## 8. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure, website, 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. Most

changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to 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 accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours\*, a change of UK departure point to one which is more inconvenient for you\* (\*in both cases only applicable where your contracted arrangements with us include transport to and from the UK) and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

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 and indicate the time that you have to make a decision:

- (for significant changes) accepting the changed arrangements or
- accepting an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or
- cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us within 14 days.

If you do not respond to us within the time specified we may send you a reminder and, in the absence of any further response, may assume you wish to cancel. Please note, the above options are not available where any change made is insignificant.

If we have to make a significant change or cancel, we will pay you the compensation set out below subject to the following exceptions. 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. 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 conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

Period before departure a significant change or cancellation is notified to you	Compensation per person
More than 55 days.....	NIL
29 - 55 days.....	£20
15 - 28 days.....	£35
0 - 14 days.....	£50

Very rarely, we may be forced by "force majeure" (see clause 9) 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.

## 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 10(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, epidemics, pandemics, and all similar events outside our control.

## 10. Our Liability to you

- We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
  - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
  - the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and was unforeseeable or unavoidable or
  - unavoidable and extraordinary circumstances, including 'force majeure' as defined in clause 9 above.
- Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 15 "Excursions

Activities and Brochure Information". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 10(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for all and any claims which do not involve personal injury illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned, if we are found liable to you on any basis the maximum amount we will have to pay you is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10 (6) 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. 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 £1000 per person affected unless a lower limitation applies under clause 10(6).

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Carriage by Air Conventions, within the meaning given in section 1(5) of the Carriage by Air Act 1961, the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea, the Convention of 1980 concerning International Carriage by Rail (COTIF). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are 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 from us on request.

(7) 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 including self employed loss of earnings.

## 11. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. We regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause (does not apply to any claim involving death, personal injury or illness).

## 12. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. If you fail to do so, 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.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) 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.

## 13. Condition of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 10 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 14. Special requests and medical problems

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically this. For your own protection, you should obtain confirmation in writing from ourselves that your request will be complied with (where it is possible for us to give this) if your request

is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

## 15. Excursions, activities and brochure / website information

The information contained in our literature is correct to the best of our knowledge at the time of it being printed. Our product descriptions may refer to activities which are available in the area you are visiting. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, we cannot accept any liability in relation to such activities and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochure or on our website which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/ area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

## 16. Passports, visas and health requirements

General information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination can be found here <https://travellaw.campaign.gov.uk/>. A full British passport presently takes at least approximately 6 weeks to obtain. If any member of your party is 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Requirements may change and you must check the up to date position in good time before departure. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathn.org](http://www.nathn.org). Information on health abroad is also available on <https://www.fitfortravel.nhs.uk/home>. At the time of publication of this brochure, we are not aware of any compulsory health requirements applicable to British citizens taking any of the holidays featured in this brochure. You should obtain a GHIC (Global Health Insurance Card) prior to departure from <https://services.nhs.uk/cra/start>. A GHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six months prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## 17. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5875). 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. 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 services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

\*The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

## 18. Prices and brochure / website accuracy

Please note, the information and prices shown in our brochure or on our website may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure, our website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

## 19. Delay and Denied Boarding Regulations

In the event of delay at your outward or homeward point of departure the airline concerned may provide assistance along with refreshments, meals and accommodation etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 (2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments. Please check here whether such rights exist for your flight <https://www.caa.co.uk/passengers/resolving-travel-problems/delays-and-cancellations/denied-boarding/> (Denied Boarding Regulations). Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of the Denied Boarding Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. 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 as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority see <https://www.caa.co.uk/Passengers/Resolving-travel-problems/How-the-CAA-can-help/How-to-make-a-complaint/>

## 20. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## 21. Flights

In accordance with retained UK on EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of the UK Air Safety List including the "Community list" which contains details of air carriers who are subject to an operating ban within the UK & EU. The Community list is available for inspection at <https://www.caa.co.uk/media/5fwpd4s/uk-ask-april-2022-updated-002.pdf>.

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very 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 will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## 22. Foreign Office advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website <https://www.gov.uk/foreign-travel-advice> which you are recommended to consult before booking and in good time before departure.

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# Turquoise

The Turquoise Holiday Company

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• January 2024 •