

Booking Conditions- Omega Breaks

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Coach, Rail & Self Drive

Bonded Coach Holidays Trading Charter and Terms & Conditions

1. FINANCIAL PROTECTION

Your contract is with Just Go! Holidays Ltd, Festival House, Jessop Avenue, Cheltenham GL50 3SH. When you book a holiday with us, which doesn't include a flight, the money you pay us for the booking will be protected by Bonded Coach Holidays (BCH), this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the BCH Consumer Guarantee at www.bch-uk.org. There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Just Go! Holidays Ltd will be fully responsible for the proper performance of the holiday and for providing assistance if you are in difficulty. Your key rights under the Regulations will be detailed in the package to be provided prior to booking or available at www.legislation.gov.uk/id/ukdsi/2018/9780111168479/contents.

2. BOOKING & PAYMENT

When a booking is made, the "lead name" on the booking guarantees that he or she is aged 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated below and as confirmed in the pre-contract information. After we receive your booking and appropriate payments we will send you or your booking agent a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch the confirmation invoice to the "lead name" or your booking agent. You have a responsibility to check the confirmation carefully to ensure all information is correct.

Deposits per person and the balance due dates (the period before the departure date on which your full balance normally becomes due) are:

Holiday Type	Deposit	Balance due date
Omega London breaks	Full payment due at time of booking	Full payment due at time of booking
Just Go! UK mainland holidays, Events and themed breaks	£75	6 weeks before departure
English Heritage, Just Go! Heritage & Historic Houses holidays	£125	6 weeks before departure
Continental, Ireland, Isle of Man, Jersey & Guernsey coach holidays	£125	6 weeks before departure
Continental (14 days or more)	£250	8 weeks before departure

Please note: on some SuperValue, events and themed breaks, full payment may be required at the time of booking.

If you cannot make a payment by card at the time of booking, please speak to one of our Reservations Assistants to discuss other options. You can make payments against your balance anytime between making the booking and the balance due date. If the balance is not paid on time we reserve the right to treat your booking as cancelled by you and apply cancellation charges as set out in clause 3 below. For bookings made after the balance due date the full amount is due at the time of booking.

We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out. This contract and all matters arising out of it will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales.

3. HOLIDAY CANCELLATION BY YOU

If you want to cancel your booking after we have confirmed it with you either verbally, over the telephone or online, you can do so by letter or email. If you cancel your booking, we will not refund any insurance premium or administration fees you may have paid and cancellation charges are based on the following scale to compensate us for not re-selling the holiday. If the holiday is re-sold a refund will be made:

Omega London breaks

Once the booking confirmation is issued and therefore the binding agreement is in place, you would lose 100% of your holiday cost.

UK mainland, events & themed holidays

More than 6 weeks prior to departure: We refund the cost of your holiday less your deposit and any administration fees. 6 weeks or less prior to departure: You lose 100% of your holiday cost.

English Heritage, Historic Houses & all other coach holidays (Continental and non-UK mainland, excluding Continental holidays of 14 days or more)

More than 6 weeks prior to departure: We refund the cost of your holiday less your deposit and any administration fees. 6 weeks or less prior to departure: You lose 100% of your holiday cost.

Continental coach holidays of 14 days or more

More than 8 weeks prior to departure: We refund the cost of your holiday less your deposit and any administration fees. 8 weeks or less prior to departure: You lose 100% of your holiday cost.

Upon cancellation you must return to us any tickets or vouchers you have received.

You may be able to make a claim under your travel insurance policy if your cancellation falls within the conditions of the policy. Claims must be made directly to the insurance company concerned.

You may cancel your holiday without paying a cancellation fee before the start of the holiday in the event of unavoidable and extraordinary circumstances in the place of destination or immediate vicinity which may significantly affect (a) the performance of the package or (b) carriage of passengers to the destination.

Club Class Home Collection Service

If you choose this service, the cost will be added to your booking. Once you have paid for the service on the holiday balance due date, no refunds can be made. If you cancel your holiday and therefore the service after the balance due date, 100% cancellation charges apply.

4. HOLIDAY ALTERATION BY YOU

Should you wish to make changes to your booking, or change it to another holiday please advise us as soon as possible. Whilst we cannot guarantee changes can be made to your booking, we will endeavour to meet requests if possible. A fee of £25 per booking will be charged to contribute towards administration costs, in addition we will pass on any costs we incur making the amendment for the following changes made prior to the balance due date: Change of Tour, Departure Date, Pick Up Point or Room Type. You may also transfer your booking to somebody else but that person must satisfy all the conditions of the holiday and you must inform us by letter or email no less than 7 days before departure and the £25 fee would also apply. Other changes after the balance due date will incur cancellation charges. Event, theatre and rail tickets are always non-changeable and non-refundable.

5. ALTERATIONS AND CANCELLATIONS BY US

Occasionally, we have to make changes and correct errors both before and after bookings have been confirmed. We may also have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor in nature and we consider they do not significantly alter the holiday you have booked. Examples of a minor change are: a change of seat number, an itinerary/excursion change such as change of day, destination or transport method, a change of accommodation to a similar or better standard, removal or closure of a hotel facility, a change of pick up point to an alternative within 10 miles of your original one. Please note that tours involving a ferry crossing are liable to leave very early in the morning or even late the previous evening (excluding Isle of Wight tours). Occasionally we have to make a significant change to your holiday. When we refer to a significant change in these Booking Conditions, we mean changes made before departure, such as the following: a change of outward departure point to one more than 10 miles from your original one, a change of destination (i.e. town), a significant change in itinerary, a change of accommodation to that of a lower category for the whole or the majority of your holiday. For significant changes and cancellations, if there is time to do so before departure, we will offer the following options:

(a) Accepting the changed arrangements.

(b) Transferring to an alternative holiday specifically offered by 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.

(c) If you do not wish to accept the holiday we specifically offer you, you may choose any other then available holidays. You must pay an applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

(d) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstance 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 requirements of these Booking Conditions entitling us to cancel

(such as paying on time) or if the change 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 expect to have a significant effect on your holiday. In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. Very rarely, we may be forced by 'force majeure' (see below) to change or terminate your holiday close to departure or indeed 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 refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

In some cases holidays arranged by us may operate subject to there being a minimum number of persons required. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid. We promise not to cancel for this reason within 28 days of departure and we will not pay any compensation in this event.

If we have to cancel your holiday due to the unforeseeable and unavoidable impact of Brexit we will refund your holiday cost and any insurance premiums in full. However, as Brexit is beyond the control of travel companies, compensation in any form will not be applicable or payable to you.

Force Majeure. Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept any liability, offer any refunds or pay for any loss incurred or compensation where the performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid and is therefore an event beyond our or the suppliers' reasonable control. These events whether actual or threatened include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, terrorist activity, advice from the UK Foreign Office to avoid or leave a country or region, industrial dispute, natural or nuclear disaster, fire, viral outbreak, adverse and severe weather conditions, closure, restriction or congestion of airports, ports, stations or other transport hubs.

Concerts, theatre, events, performers and artists. If you are travelling on a tour where the primary reason for travel is a concert or event, we cannot accept responsibility for the non-appearance or the cancellation or curtailment of any event or performance; our responsibility is to provide you with a ticket for the concert or event. Should the situation arise, the holiday arrangements will still proceed and we will not always be in a position to advise you of such an occurrence before you travel. Such occurrences will not constitute a significant change to your holiday arrangements, therefore holiday transfer or cancellation will not be permitted without paying our normal charges for doing so and we regret no refunds, compensation or expenses will be payable.

If we have to cancel your holiday due to the unforeseeable and unavoidable impact of Brexit we will refund your holiday cost and any insurance premiums in full. However, as Brexit is beyond the control of travel companies, compensation in any form will not be applicable or payable to you.

6. PRICING POLICY

All brochure prices are quoted in pounds sterling. The prices apply at the time of publishing and may change before you make your booking. Save where stated otherwise, holiday prices are per person and are based on two people sharing the accommodation. Occasionally, an incorrect price may be shown, due to an error, we will endeavour to notify you at the time of booking if we are aware, or as soon as is reasonably possible. We reserve the right to cancel the booking if you do not wish to

accept the price which is applicable to the holiday. We reserve the right to increase the cost by way of a surcharge if transportation costs, e.g. fuel, duties, ferry costs or port taxes increase or as a result of fluctuations in the currency exchange rates. We will always bear the first 2% of any such increase.

If any surcharge is greater than 8% of the cost of your holiday excluding insurance premiums and any amendment charges, we will communicate the options to you either through email or letter, with a reminder if necessary. If you exercise the right to cancel we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in holiday costings for holidays outside the UK are based on rates at 1st September 2018.

On our English Heritage breaks, English Heritage members receive a discount equivalent to the entrance fees at most English Heritage properties visited. This is because membership permits free entrance into most properties. It is compulsory for all members to bring their membership card with them on the tour, failure to do so will mean you paying the entrance fees at each property.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure, on the web page concerned and noted on our holiday confirmation document.

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, and agree that you will not be making any claim on the 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. You have 7 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. 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 or within 7 days of the issue date printed on the surcharge invoice whichever is the later. We promise not to levy a surcharge within 20 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

7. CONDITIONS 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. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

8. SPECIAL REQUESTS

All special needs and requests must be advised to us at the time of booking. These cannot be guaranteed but will be noted on your holiday confirmation document. If you need assistance, or may not fully be able to enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. Before booking your holiday, you should be sure that you and your party are physically capable of completing the itinerary. We will not always be able to tell you before you leave if we cannot meet your special requests and we cannot accept your booking on the proviso that the request is honoured.

9. ITINERARY CHANGES

It may be necessary, sometimes at short notice, to make changes to an itinerary due to weather, traffic and road conditions or rail network alterations. Regrettably coaches, trains or ships do

occasionally break down or certain facilities on board a coach, train or ship may become faulty. Every effort will be made to rectify such issues as quickly as possible. In some instances it may be necessary to replace the vehicle which cannot be repaired. We cannot accept any responsibility for delays or changes to the itinerary caused by any form of breakdown.

10. TRAVEL DELAY

In the event of a delay on our coach tour of more than 6 hours to the advertised times on any of our holidays, we will do our best to provide meals and refreshments as appropriate.

11. HOLIDAY INSURANCE

It is a condition of booking a holiday with us that you take out a comprehensive travel insurance policy. We have arranged comprehensive cover with Towergate which is detailed in our brochure and on the website. Should you decide not to purchase our travel insurance, any that you obtain elsewhere must offer cover as comprehensive as ours. We will ask you to sign to say that is the case and indemnify us against any medical or repatriation costs which we will not be liable for. If you purchase our insurance you must be a resident of the United Kingdom, all premiums must be paid immediately as cover will not commence until they are paid. On UK holidays with a one day excursion to Europe, you will need to take out additional cover should you wish to join the excursion. We require you to read your policy carefully and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your personal needs.

12. COMPLAINTS PROCEDURE

It is imperative that if you are unhappy about any aspect of your holiday, you raise the matter IMMEDIATELY with the coach driver, tour manager (if applicable) or accommodation provider. If you do not tell us at the earliest opportunity about a problem giving rise to your complaint, we cannot take steps to investigate and rectify it at the time. Our contact number for unresolved complaints is our office number on 01242 265742 (open Mon-Fri office hours). We will take into account the date you first drew the problem to the attention of our driver, tour manager, supplier or ourselves when responding to any subsequent complaint and it may affect your rights under these Terms & Conditions. If you fail to follow this simple procedure we cannot accept responsibility, when we have been deprived of the opportunity to investigate and rectify the problem. If the matter cannot be resolved immediately, it is a condition that you write to our Customer Services Manager, quoting your booking reference, with the details of your complaint so that we may commence an investigation. You must send your written complaint to us within 14 days of returning home. We will always try and resolve the matter fairly and amicably but should this not be possible then you may, if you wish, refer the matter to The Bonded Coach Holidays Group who have an Alternative Disputes Resolution scheme (ADR) and full details are available from BCH/CPT at: The Confederation of Passenger Transport, Fifth Floor South, Chancery House, 53-64 Chancery Lane, London WC2A 1QS. This scheme does not apply to claims that arise mainly in respect of physical injury or illness or the consequences of any illness or injury. It can only be used if all reasonable avenues of resolution and compromise have failed.

13. OUR LIABILITY (EVENTS CONNECTED WITH YOUR HOLIDAY PACKAGE):

(a). We accept responsibility to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are supplied as described in our publicity material with reasonable skill and care to a reasonable standard. If any part of our holiday contract cannot be provided as promised, save for minor changes detailed in section 5, you may terminate the contract without paying the cancellation fee.

We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness.

We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or suppliers to use reasonable skill and care in performing or providing the service in question.

Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be liable for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

(i) The fault of the person(s) affected or any member(s) of their party or

(ii) Unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party.

(iii) An event or circumstance which we, or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see 'Force Majeure').

(iv) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract i.e. sickness or other fault of ourselves or, where we were responsible for them, our suppliers or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any private arrangements you make, 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 and we have not agreed to arrange them in any excursion you purchase from us.

(b). 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 gave 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.

(c). We limit the amount we may have to pay you for any and all claims or parts of claims, which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and administration fees paid or on behalf of the person(s) affected in total). This maximum amount will only be payable where everything has gone wrong, all elements of the contract have not been delivered and you have not received any benefit at all from your holiday.

(d). Where any claim or part of claim concerns or is based on any travel arrangements (including the process of getting on and/or off transport concerned) provided by any sea or road 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 which applies to the travel arrangements or hotel stay in question. 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.

(e). This clause is intended to set out our obligations to you as a tour operator/organiser in the light of the Package Travel and Linked Travel Arrangements Regulations 2018 (PTR 2018). Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from under these regulations.

(f). You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

14. PASSENGERS WITH HEALTH CONSIDERATIONS

Please note, our holidays may not be suitable for people with certain disabilities, dietary requirements or medical conditions. If you have a disability, coaches and trains can be difficult to get on and off and some of our hotels do not offer ground/lower floor accommodation or lifts/easy access. You must tell us if any member of your party suffers from any disability or pre-existing medical condition which may affect their or other people's holidays – you must provide full written details at the time you book the holiday including any specific requirements that person has. We reserve the right to request a doctor's certificate confirming fitness to travel. Additionally at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you. In view of the nature of our holidays, we regret we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular client or where, in our opinion, the medical condition or disability of the client concerned is likely to have a significant effect on other clients taking the same holiday. If any passenger requires personal assistance then an able bodied companion or carer must travel with them, drivers, tour managers or hotel staff are unable to provide such assistance. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time of booking.

15. PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further obligation or liability to you. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges, if the refusal is on your return journey, we have the right to terminate our contract with you. Any charges levied for any damage caused to suppliers' property will be your responsibility. We also request that mobile telephones are not used on the coach save for exceptional circumstances.

16. BROCHURE ACCURACY

Although Just Go! Holidays Ltd make every effort to ensure the accuracy of their brochures and website information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details when you receive your confirmation invoice.

17. OTHER TERMS

On our holidays you are subject to the following requirements:

(a) You may not bring a pet or animal on one of our holidays, however, you may find dogs present in some hotels in our programme which are dog friendly.

(b) Please show consideration by ensuring any audio device does not disturb other passengers.

(c) You are responsible for ensuring that you are at the correct departure point at the correct time and with correct documents. We cannot be liable for any loss or expense suffered by clients because of their late arrival at any departure point.

(d) All our holidays are sold on the basis that you the customer and those in your party are British Citizens and UK passport holders and your passports are machine readable and valid for at least 6 months after the return date of travel. If you are not a UK passport holder, it is your responsibility to seek travel and visa advice from your appropriate embassy. Health requirements for certain countries may change and you must check the up-to-date position in good time before departure. For full details on passport requirements please contact "The Identity & Passport Service" on 0300 222 0000 or www.direct.gov.uk.

(e) In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our customers are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department for Health leaflet "Health Advice for Travellers" and check the latest travel advice including safety, security, entry requirements and travel warnings at www.gov.uk/foreign-travel-advice.

(f) Although our vehicles have large luggage compartments, we have to adhere to regulations concerning the overall weight of fully laden vehicles. We would, therefore, ask you to restrict your luggage to one medium sized suitcase weighing no more than eighteen kilograms (forty pounds). We cannot accept responsibility at any time for hand luggage.

(g) As with all personal items, it is your responsibility to ensure your suitcase is on board the coach. Please make sure you see the driver place your luggage into the coach. We cannot accept responsibility for misplaced or damaged luggage unless through our proven negligence.

(h) It is essential that your luggage has the label supplied affixed.

(i) We cannot carry any additional luggage items with the exception of collapsible walking aids. However, due to weight and space restrictions we can only accommodate a maximum of 2 walking aids on the coach; either collapsible wheelchairs or collapsible walking frames or one of each, the maximum weight of any aid must not exceed 15kg. You must reserve a space at the time of booking

and this will be confirmed on our correspondence to you. We reserve the right not to carry any walking aids that are not pre-booked. We regret we cannot accept mobility scooters or motorised wheelchairs.

Please ensure that you follow instructions given to you by our driver or tour manager during the holiday with regard to luggage and personal effects; failure to do so and any courier costs therefore incurred will be your responsibility.

(j) On certain tours your journey may commence late in the evening of the previous day.

(k) Smoking, including electronic cigarettes and the consumption of alcohol is not allowed on coaches operating holidays. If you ignore this rule and thereby cause inconvenience, distress or disappointment to other passengers, you may be asked to leave.

(l) Where the information contained in our brochure is changed or additional information given, due to information supplied by a passenger, for any reason, the passenger must ensure that the information which they provide us is confirmed to them in writing. No responsibility will be accepted for any loss, damage or disappointment if this procedure has not been followed.

(m) Some excursions are included in the price and refunds cannot be made for passengers unable to participate in these excursions for whatever reason.

(n) Admission fees to buildings, grounds, etc., guided tours and use of leisure facilities are not always included in the price of the holiday.

(o) Journeys on heritage railways cannot be guaranteed to operate under steam regardless of how we describe or depict them.

(p) Please note that drivers are not insured to assist you with your luggage and therefore any assistance given to you by your driver is at your own risk.

(q) We do not consider our type of holiday suitable for children under five years of age. Unfortunately, due to our keen prices, we are unable to offer any child discounts. Any passengers under the age of 18 must be accompanied by an adult.

(r) On our holidays any tour commentaries will be provided orally in English.

18. PRIVACY POLICY

We comply with the GDPR 2018 regulations. When you interact with us and make a booking we will collect your personal data. Our Privacy Policy explains in detail the types of personal data we may collect about you and will also explain how we will store, use and keep it safe. Just Go! Holidays Ltd are committed to protecting your privacy and we therefore ask that you read the policy so that you are fully informed about how we will use your data. A copy is available at www.justgoholidays.com/about-us/privacy-policy or www.omegabreaks.com/about-us/privacy-policy or we are happy to post a copy to you upon request. Should you have any queries or concerns at any time, please contact our Data Protection Officer at dpo@justgoholidays.com or dpo@omegabreaks.com or write to The Data Protection Officer, Just Go! Holidays Ltd, Festival House, Jessop Avenue, Cheltenham, GLOS GL50 3SH.

19. EMERGENCY CONTACT

The emergency contact details for Just Go! Holidays are 01242 265709 and for Omega Breaks are 01242 267711.

Just Go! Holidays and Omega Breaks are trading names of Just Go! Holidays Limited, registered office Festival House, Jessop Avenue, Cheltenham, GL50 3SH.

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Air Holidays

Trading as: Just Go! Holidays & Omega Breaks

These conditions together with the General Information and any other written information form the basis of your contract with Just Go! Holidays Ltd, trading as Just Go! Holidays and Omega Breaks. This is the basis on which we accept your booking and it is therefore important that you read them carefully. All holidays are offered and operated by Just Go! Holidays Ltd, trading as Just Go! Holidays and Omega Breaks under ATOL number 10889 subject to availability.

1. FINANCIAL PROTECTION

Our air holidays are financially protected through CAA's ATOL scheme. This is a Government approved consumer protection scheme of which we are members under membership number 10889. The scheme will also ensure your repatriation in the event the company becomes insolvent. When you book with us you will receive an official ATOL Certificate that lists the services we are providing which are financially protected and where to contact in the very unlikely event that things go wrong. Please see the CAA ATOL consumer protection guarantee at www.caa.co.uk/atol-protection. There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Just Go! Holidays Ltd will be fully responsible for the proper performance of the holiday and for providing assistance if you are in difficulty. Your key rights under the Regulations will be detailed in the package to be provided prior to booking or available at www.legislation.gov.uk/id/ukdsi/2018/9780111168479/contents.

2. HOLIDAY BOOKING & PAYMENT

When a booking is made, the "lead name" on the booking guarantees that he or she is aged 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated below and as confirmed in the pre-contract information. When you make a booking you must pay a deposit for every person named on the booking. For travel within 8 weeks of departure we require full payment at the time of booking. Once you confirm to our reservations agent that you agree to the flight details being offered and you clearly give us the passenger names exactly as they are on the passports of those travelling, the booking will be confirmed with the airline, a contract is formed between us and cancellation/amendment charges will immediately apply. Most airlines only have flights on sale 9-10 months before departure, in this case we will advise you but still make a booking, take a deposit, issue an invoice and ATOL certificate therefore forming a contract between us on the basis that the actual flight details and final price will be advised when flights are released for sale by the airline. We will contact you again with the flight timings and up to date pricing, your agreement at this point will mean the booking is confirmed and cancellation/amendment charges will immediately apply. The contract and all matters arising out of it will be governed by English law and is subject to the jurisdiction of the courts of England and Wales..

Deposits per person and the balance due dates (the period before the departure date on which your full balance normally becomes due) are:

Holiday Type	Deposit	Balance due date
UK, Europe, Ireland & Channel Islands holidays	£200	8 weeks before departure
Europe holidays of 14 days or more	£250	8 weeks before departure
USA/Worldwide holidays	£750	100 days before departure

Please note: on some events and themed breaks, full payment may be required at the time of booking.

If you cannot make a payment by card at the time of booking, please speak to one of our Reservations Assistants to discuss other options. You can make payments against your balance anytime between making the booking and the balance due date. If the balance is not paid on time we reserve the right to treat your booking as cancelled by you and apply cancellation charges as set out in clause 3 below. For bookings made after the balance due date the full amount is due at the time of booking. In the event an individual non-refundable flight cost exceeds the deposits stated above, then the customer deposit will increase in line with the flight price. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out.

3. HOLIDAY CANCELLATION BY YOU

If you want to cancel your booking after we have confirmed it with you either verbally, over the telephone or online, you can do so over the phone or in writing. If you cancel your booking, we will not refund any insurance premium you may have paid and cancellation charges are based on the following scales:

For UK, Europe, Ireland & Channel Islands holidays	
More than 8 weeks before departure:	Loss of Deposit
Less than 8 weeks before travel:	You lose 100% of total price

For USA/Worldwide holidays:	
More than 100 days before departure:	Loss of Deposit
Less than 100 days before travel:	You lose 100% of total price

Upon cancellation you must return to us any tickets or vouchers you have received.

You may be able to make a claim under your travel insurance policy if your cancellation falls within the conditions of the policy. Claims must be made directly to the insurance company concerned.

You may cancel your holiday without paying a cancellation fee before the start of the holiday in the event of unavoidable and extraordinary circumstances in the place of destination or immediate vicinity which may significantly affect (a) the performance of the package or (b) carriage of passengers to the destination.

Club Class Home Collection Service If you choose this service, the cost will be added to your booking. Once you have paid for the service on the holiday balance due date, no refunds can be made. If you cancel your holiday and therefore the service after the balance due date, 100% cancellation charges apply.

4. HOLIDAY ALTERATION BY YOU

Should you wish to make changes to your flight booking, please advise us as soon as possible. Whilst we cannot guarantee changes can be made to your booking, we will endeavour to meet requests if possible. In all circumstances the airline will make an amendment fee plus potentially an increase to the relevant fare for the sector you are changing based on the current price on the day you make the change. Additionally, we will charge a fee of £25 per booking to contribute towards the administration costs of arranging the change. Other changes after the balance due date will incur cancellation charges. Event, theatre and rail tickets are always non-changeable and non-refundable.

5. ALTERATIONS AND CANCELLATIONS BY US

Our holidays are planned and arranged many months in advance; occasionally we have to make changes and correct errors both before and after bookings have been confirmed. We may also have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor in nature and we consider they do not significantly alter the holiday you have booked. Examples of a minor change are: a change of flight time, an itinerary/excursion change such as change of day, destination or transport method, a change of accommodation to a similar or better standard, closure or removal of a hotel facility e.g. swimming pool. Occasionally we have to make a significant change to your holiday. When we refer to a significant change in these Booking Conditions, we mean changes made before departure, such as the following: a change of outward departure point, a significant change in itinerary, resort area or change of accommodation to that of a lower category for the whole or the majority of your holiday. For significant changes and cancellations, if there is time to do so before departure, we will offer the following options:

(a) Accepting the changed arrangements.

(b) Transferring to an alternative holiday specifically offered by 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.

(c) If you do not wish to accept the holiday we specifically offer you, you may choose any other then available holidays. You must pay an applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

(d) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstance 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 requirements of these Booking Conditions entitling us to cancel (such as paying on time) or if the change 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 expect to have a significant effect on your holiday. In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. Very rarely, we may be forced by 'force majeure' (see below) to change or terminate your holiday close to departure or indeed 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 refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

In some cases holidays arranged by us may operate subject to there being a minimum number of persons required. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid. We promise not to cancel for this reason within 28 days of departure and we will not pay any compensation in this event.

If we have to cancel your holiday due to the unforeseeable and unavoidable impact of Brexit we will refund your holiday cost and any insurance premiums in full. However, as Brexit is beyond the control of travel companies, compensation in any form will not be applicable or payable to you.

6. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept any liability, offer any refunds or pay for any loss incurred or compensation where the performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid and is therefore an event beyond our or the suppliers' reasonable control. These events whether actual or threatened include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, terrorist activity, advice from the UK Foreign Office to avoid or leave a country or region, industrial dispute, natural or nuclear disaster, fire, viral outbreak, adverse and severe weather conditions, closure, restriction or congestion of airports, ports, stations, other transport hubs or airspace and flight restrictions imposed by authorities including due to volcanic activity.

Concerts, events and artists. If you are travelling on a tour where the primary reason for travel is a concert or event, we cannot accept responsibility for the non-appearance or the cancellation or curtailment of any event or performance; our responsibility is to provide you with a ticket for the concert or event. Should the situation arise, the holiday arrangements will still proceed and we will not always be in a position to advise you of such an occurrence before you travel. Such occurrences will not constitute a significant change to your holiday arrangements, therefore holiday transfer or cancellation will not be permitted without paying our normal charges for doing so and we regret no refunds, compensation or expenses will be payable.

7. PRICING POLICY

Holiday prices including flights will be subject to fluctuation, any increases will be notified to you at the time of booking after which the price will be guaranteed. All brochure prices are quoted in pounds sterling. The prices apply at the time of publishing and may change before you make your booking. Save where stated otherwise, holiday prices are per person and are based on two people sharing the accommodation. We reserve the right to make changes and correct errors in advertised prices any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking. We reserve the right to increase the cost by way of a surcharge if transportation costs, e.g. fuel, duties, ferry costs, airport or port taxes increase or as a result of fluctuations in the currency exchange rates. We will always bear the first 2% of any such increase.

If any surcharge is greater than 8% of the cost of your holiday excluding insurance premiums and any amendment charges, we will communicate the options to you either through email or letter, with a reminder if necessary. If you exercise the right to cancel we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in holiday costings for holidays outside the UK are based on rates at 1st September 2018.

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. You have 7 days from the issue date printed on the surcharge invoice to tell us

if you want to cancel or purchase another holiday. 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 or within 7 days of the issue date printed on the surcharge invoice whichever is the later. We promise not to levy a surcharge within 20 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

8. CONDITIONS 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. In the case of flights, the airlines terms and conditions of carriage will apply.

9. SPECIAL REQUESTS

All special needs and requests must be advised to us at the time of booking. These cannot be guaranteed but will be noted on your holiday confirmation document. If you need assistance, or may not fully be able to enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. Before booking your holiday, you should be sure that you and your party are physically capable of completing the itinerary. We will not always be able to tell you before you leave if we cannot meet your special requests and we cannot accept your booking on the proviso that the request is honoured.

10. ITINERARY CHANGES

It may be necessary sometimes at short notice, to make changes to an itinerary due to weather, traffic and road conditions. Regrettably aircraft, coaches or ships do occasionally break down or certain facilities on board an aircraft, coach or ship may become faulty. Every effort will be made to rectify such issues as quickly as possible. In some instances it may be necessary to replace the transport method which cannot be repaired. We cannot accept any responsibility for delays or changes to the itinerary caused by any form of breakdown.

11. FLIGHTS

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the 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. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately two 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 dispatched – we will contact you as soon as possible if this occurs. Please note we cannot confirm specific aircraft seats. We recommend you

check-in 1.5 hours prior to departure for UK domestic flights, 2.5 hours prior for European flights and 3.5 hours for Worldwide flights.

Under EU Law, 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 a fixed amount of compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004- the Denied Boarding Regulations of 2004. 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 these 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 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 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 the airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel which is part of the Civil Aviation Authority - details can be found at www.caa.co.uk. Please note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight. Please note that extended delays to flight departures that are caused by events beyond the airline's control, such as air traffic control delays, weather issues and technical problems with aircraft will not entitle you to compensation under the Denied Boarding Regulations.

12. TRAVEL DELAY

If European airline flights operating from a European airport are cancelled or delayed, airlines normally have an obligation to assist you. Dependent upon the length and nature of the delay, these obligations include providing you with meals and hotel accommodation, assuming always that those services are available. If the airline fails to provide these services and you have to make payment yourself then most holiday insurance policies would normally include cover. Under no circumstances would we be liable for such costs should they arise. Where a significant delay is encountered our responsibility under EC Regulation 261/2004 is to return you to your final contracted destination only with the same airline in the same class of travel.

13. MISSED CONNECTIONS

When the holiday arrangements include connecting flights and the following flight is missed due to the late arrival of the connecting flight, the liability for any necessary overnight accommodation, meals or refreshments will be the sole responsibility of the airline concerned.

14. HOLIDAY INSURANCE

It is a condition of booking a holiday with us that you take out a comprehensive travel insurance policy. We have arranged comprehensive cover with Towergate which is detailed in our brochure and on the website. Should you decide not to purchase our travel insurance, any that you obtain elsewhere must offer cover as comprehensive as ours. We will ask you to sign to say that is the case and indemnify us against any medical or repatriation costs which we will not be liable for. If you purchase our insurance you must be a resident of the United Kingdom, all premiums must be paid immediately as cover will not commence until they are paid. We require you to read your policy carefully and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your personal needs.

15. COMPLAINTS PROCEDURE

It is imperative that if you are unhappy about any aspect of your holiday, you raise the matter IMMEDIATELY with the coach driver, tour manager (if applicable) or accommodation provider. If you do not tell us at the earliest opportunity about a problem giving rise to your complaint, we cannot take steps to investigate and rectify it at the time. Our contact number for unresolved complaints is our office number on 01242 265742 (open Mon-Fri office hours). We will take into account the date you first drew the problem to the attention of our driver, tour manager, supplier or ourselves when responding to any subsequent complaint and it may affect your rights under these Terms & Conditions. If you fail to follow this simple procedure we cannot accept responsibility, when we have been deprived of the opportunity to investigate and rectify the problem. If the matter cannot be resolved immediately, it is a condition that you write to our Customer Services Manager, quoting your booking reference, with the details of your complaint so that we may commence an investigation. You must send your written complaint to us within 14 days of returning home. We will always try and resolve the matter fairly and amicably but should this not be possible then you may, if you wish, refer the matter to The Travel Industry Arbitration Scheme which is administered and managed independently by Dispute Settlement Services on behalf of The Confederation of Passenger Transport UK (CPT). It is a "documents only" scheme which provides for a simple and inexpensive method of settling disputes by appointment of an independent arbitrator to examine the facts and give a ruling. The scheme is limited to claims for an amount not greater than £1,500 per person or £7,500 per booking. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Your request for arbitration must be made within 9 months of the date of return home from holiday.

15. OUR LIABILITY (EVENTS CONNECTED WITH YOUR HOLIDAY PACKAGE)

1. We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or suppliers to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) The fault of the person(s) affected or any member(s) of their party or
- (b) The fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- (c) An event or circumstance which we, or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see 'Force Majeure')
- (d) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract i.e. sickness or other fault of ourselves or, where we were responsible for them, our suppliers or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any private arrangements you make, 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 and we have not agreed to arrange them in any excursion you purchase from us.

2. 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 gave 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.

3. We limit the amount we may have to pay you for any and all claims or parts of claims, which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges paid or on behalf of the person(s) affected in total). This maximum amount will only be payable where everything has gone wrong, all elements of the contract have not been delivered and you have not received any benefit at all from your holiday.

4. Where any claim or part of claim concerns or is based on any travel arrangements (including the process of getting on and/or off transport concerned) provided by any sea or road 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 which applies to the travel arrangements or hotel stay in question. 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. This clause is intended to set out our obligations to you as a tour operator/organiser in the light of the Package Travel and Linked Travel Arrangements Regulations 2018 (PTR 2018). Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from under these regulations.

6. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

17. PASSENGERS WITH HEALTH CONSIDERATIONS

Please note, our holidays may not be suitable for people with certain disabilities, dietary requirements or medical conditions. If you have a disability, we would be happy to arrange assistance at airports however, aircraft, coaches and trains etc can be difficult to get on and off and some of our hotels do not offer ground/lower floor accommodation or lifts/easy access. You must tell us if any member of your party suffers from any disability or pre-existing medical condition which may affect their or other people's holidays – you must provide full written details at the time you book the holiday including any specific requirements that person has. We reserve the right to

request a doctor's certificate confirming fitness to travel. Additionally at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you. In view of the nature of our holidays, we regret we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular client or where, in our opinion, the medical condition or disability of the client concerned is likely to have a significant effect on other clients taking the same holiday. If any passenger requires personal assistance then an able bodied companion or carer must travel with them, drivers, tour managers or hotel staff are unable to provide such assistance. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time of booking.

18. PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further obligation or liability to you. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges, if the refusal is on your return journey, we have the right to terminate our contract with you. Any charges levied for any damage caused to suppliers' property will be your responsibility. We also request that mobile telephones are not used on the coach save for exceptional circumstances.

19. IMPORTANT NOTICE

This literature was accurate at the time of going to print. In some cases holidays arranged by us may operate subject to there being a minimum number of persons required. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid. We promise not to cancel for this reason after a final confirmation letter has been sent out to you.

20. OTHER TERMS

In order to ensure the comfort of all passengers on our holidays you are subject to the following requirements:

- (a) You may not bring a pet or any other animal on one of our holidays.
- (b) Please show consideration by ensuring any audio device does not disturb others passengers.
- (c) You are responsible for ensuring that you are at the correct departure airport at the correct time in plenty of time to check-in, in accordance with the airlines conditions, as we cannot be liable for any loss or expense suffered by late arrival.
- (d) All our holidays are sold on the basis that you the customer and those in your party are British Citizens and UK passport holders and your passports are valid for at least 6 months after the return date of travel. If you are not a UK passport holder, it is your responsibility to seek travel and visa advice from your appropriate embassy. Health requirements for certain countries may change and you must check the up-to-date position in good time before departure. For full details on passport requirements please contact "The Identity & Passport Service" on 0300 222 0000 or www.direct.gov.uk.

(e) We will advise you of the luggage allowance included in your flight ticket and confirm any extra allowance you may have chosen to purchase. It is your responsibility that your luggage is within these limits or to pay the excess directly to the airline at the check-in desk.

(f) As with all personal items, it is your responsibility to ensure your suitcase is checked in for the flight and you receive airline receipts for them. Luggage lost in transit will be the responsibility of the airline with whom you must liaise directly to gain repatriation with it. On board transfer coaches etc, it is your responsibility to make sure you see the driver place your luggage into the coach. We cannot accept responsibility for any misplaced or damaged luggage.

(g) In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our customers are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department for Health leaflet "Health Advice for Travellers" and check the latest travel advice including safety, security, entry requirements and travel warnings at www.gov.uk/foreign-travel-advice.

(h) Smoking, including electronic cigarettes and the consumption of alcohol is not allowed on coaches operating our holidays. If you ignore this rule and thereby cause inconvenience, distress or disappointment to other passengers, you may be asked to leave.

(i) Where the information contained in our brochure is changed or additional information given, due to information supplied by a passenger, for any reason, the passenger must ensure that the information which they provide us is confirmed to them in writing. No responsibility will be accepted for any loss, damage or disappointment if this procedure has not been followed.

(j) Some excursions are included in the price and refunds cannot be made for passengers unable to participate in these excursions for whatever reason.

(k) Admission fees to buildings, grounds, etc., guided tours and use of leisure facilities are not always included in the price of the holiday.

(l) Journeys on heritage railways cannot be guaranteed to operate under steam regardless of how we describe or depict them.

(m) We do not consider our type of holiday suitable for children under five years of age. Unfortunately, due to our keen prices, we are unable to offer any child discounts. Any passengers under the age of 18 must be accompanied by an adult.

(n) On our holidays any tour commentaries will be provided orally in English.

21. DRIVERS HELP & ASSISTANCE

Please note that coach drivers are not insured to assist you with your luggage and therefore any assistance given to you by your driver is at your own risk.

22. PRIVACY POLICY

We comply with the GDPR 2018 regulations. When you interact with us and make a booking we will collect your personal data. Our Privacy Policy explains in detail the types of personal data we may

collect about you and will also explain how we will store, use and keep it safe. Just Go! Holidays Ltd are committed to protecting your privacy and we therefore ask that you read the policy so that you are fully informed about how we will use your data. A copy is available at www.justgoholidays.com/about-us/privacy-policy or www.omegabreaks.com/about-us/privacy-policy or we are happy to post a copy to you upon request. Should you have any queries or concerns at any time, please contact our Data Protection Officer at dpo@justgoholidays.com or dpo@omegabreaks.com or write to The Data Protection Officer, Just Go! Holidays Ltd, Festival House, Jessop Avenue, Cheltenham, GLOS GL50 3SH.

23. EMERGENCY CONTACT

The emergency contact details for Just Go! Holidays are 01242 265709 and for Omega Breaks are 01242 267711.

Just Go! Holidays and Omega Breaks are trading names of Just Go! Holidays Limited, registered office Festival House, Jessop Avenue, Cheltenham, GL50 3SH.

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