

# BOOKING TERMS & CONDITIONS

Applicable from 1 March 2019

These Booking Terms and Conditions, together with our Privacy Policy and, where your holiday is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with G Touring Limited trading as Just You, whose registered office is at Unit 1, The Point, Rockingham Road, Market Harborough, England, LE16 7QU, Company No: 04956006. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking you agree that:

- you have read and understood these terms and conditions and has the authority to and does agree to be bound by them;
- you are over 18 years of age and where placing an order for services with age restrictions declares that you are of the appropriate age to purchase those services;
- you consent to our use of information in accordance with our Privacy Policy (<https://www.justyou.com/en-gb/privacy-policy/>) and you are authorised on behalf of all participants in your party to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## 1. BOOKING AND PAYING FOR YOUR ARRANGEMENTS

A booking is made with us when you pay us a deposit (or full payment if you are booking within 84 days of departure) and we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

If your confirmed arrangements booked through Just You do not include a flight, we provide financial security for holiday arrangements booked through us by way of a financial failure insurance policy. You will be given full details of the insurer with your confirmation invoice or, alternatively, please go to [www.justyou.co.uk/en-gb/financial-protection-insurance](http://www.justyou.co.uk/en-gb/financial-protection-insurance).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 84 days prior to scheduled departure (or by such other date as is notified to you at the time of booking). If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

**Special Sales:** If there are services that you request from us in addition to one of our packages (such as an extension to your holiday, a connecting flight, flight upgrade or additional services) these will be put on request by our Sales Team and are subject to availability and confirmation of the price. Our team will advise you of this, take the appropriate deposit (or full payment for a flight upgrade) and send you a holding letter together with an ATOL Certificate. Once the additional service is confirmed we will advise you and if your international flight details have changed, send a revised ATOL Certificate to you.

**Please note:** Flights with Low Cost airlines, flight upgrades and flights with restrictive ticketing conditions - where you ask us to book flights for you with a Low Cost airline, to upgrade your flight seat from that included in the package or to book flights with some airlines that may have restrictive ticketing deadlines we may ask you to pay the full airfare and any associated charges at the point of booking. This is in addition to the normal deposit payable on the holiday. If the flight has restrictive ticketing deadlines it may mean that the ticket has to be issued before you have paid the balance for the holiday and specific cancellation charges may apply which increase the usual cancellation charges. Please refer to B) If You Cancel Before Departure.

**Booking on behalf of others:** By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are

responsible for making all payments due in connection with your booking, notifying us or our authorized agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and we will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

## 2. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. On very rare occasions, we may unfortunately make a genuine mistake in the price we quote and subsequently confirm to you for your holiday. This may come to light at any time prior to your holiday. We are not obliged to honour the original price if a mistake has been made when pricing your holiday. We will ask you to meet any additional costs if you wish to go ahead with the holiday. However, should you not wish to meet these additional charges, you may cancel your holiday with a full refund.

## 3. INSURANCE

We consider adequate travel insurance to be essential, especially for holidays outside the UK. It is therefore a condition of booking that you are adequately insured when travelling abroad. We recommend excellent comprehensive insurance policies through our partner Holiday Extras please go to [www.justyou.co.uk/insurance](http://www.justyou.co.uk/insurance). We will require you to give us details of your travel insurance company including the policy number, although we will not check your policy for suitability. If you purchase an alternative policy, you must ensure that it offers cover which is at least as comprehensive as the policy we recommend and, which as a minimum, covers cancellation for the total value of the holiday, delay or curtailment, medical charges and repatriation costs for not less than £5million. Your travel insurance should cover you for any pre-existing medical conditions. 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 adequate for your particular needs including cover for any optional excursions / activities that you may have booked. You shall be responsible for indemnifying us in full in respect of any costs that we incur as a result of your failure to have adequate, appropriate and comprehensive travel insurance. We will decline any booking where adequate insurance has not been arranged.

## 4. PRICING

We guarantee that absolutely no surcharge will be added to the basic price of your holiday once your booking has been confirmed and you have paid in full irrespective of any subsequent fluctuation in currency exchange rates or increases in international air fares or other costs associated with the holiday. This price guarantee does not apply to any optional services including, but not limited to, insurance premiums, visa charges and amendment fees. Should you see your holiday departure date advertised by us, on a like by like basis, for less than you paid we will refund the difference between the price you paid and the new price. This refund will be in the form of a voucher towards a new booking. This price promise excludes bookings for holidays departing within 12 weeks of booking which are classed as late bookings.

Before you have confirmed your booking and paid in full, we reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

Should the price of your holiday go down solely due to:

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

then any refund due will be paid to you less an administrative fee of GBP£50 or EUR€50, based on the currency of your booking. However please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

## 5. JURISDICTION AND APPLICABLE LAW

These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

## 6. CUTTING YOUR HOLIDAY SHORT

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard

of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 7. CHANGES BY YOU BEFORE DEPARTURE

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee will be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

**Transfer of Booking:** If you are prevented from travelling, you may transfer your place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) provided:

- you contact us as soon as possible and provide us with the name of the replacement passenger and who they will be replacing from the original booking. We can only transfer customers up to 14 days before departure, subject to availability;
- you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers; and
- the transferee agrees to these Booking Conditions and all other terms of the contract between us.

If there are any payments outstanding for the applicable booking when the transfer is requested these must also be paid before the transfer can be made. Any replacement passengers must show us evidence of their holiday insurance prior to the transfer being completed. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out herein will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

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

## 8. IF YOU CANCEL BEFORE DEPARTURE

If you decide to cancel your confirmed booking you must notify us (or your travel agent) in writing, as soon as possible. To notify us please send an email to [CustomerCancellations@justyou.co.uk](mailto:CustomerCancellations@justyou.co.uk) or write to us. Any notification by telephone should be to our Service Centre on 01858 415335 and must be followed up in writing or by email, within 24 hours by the lead name to confirm the cancellation. Your notice of cancellation will only take effect from the date on which we receive it. If the call to notify us of cancellation is from anyone other than the lead name then the lead name must confirm the cancellation in writing or by email within 3 days of the initial call. If you need to cancel your booking within 24 hours of departure please call our 24 hour Holiday Helpline on the number given in your holiday documents. If verbal notification is within 5 days of departure we reserve the right to cancel the booking after 24 hours. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Cancellation charges for all Just You holidays except Just You UK City and Just You UK Christmas Market breaks	
Number of Days' Notice Before Departure	Cancellation charge (% of holiday price):
More than 75 days before departure	Loss of deposit only
43 - 74 days	50% of tour price
29 - 42 days	75% of tour price
15 - 28 days	90% of tour price
Day of Departure - 14 days	100% of tour price
Cancellation Charges for Just You UK City and Just You Christmas Market Breaks	
Number of Days' Notice Before Departure	Cancellation charge (% of holiday price):
More than 28 days	Loss of deposit
08 - 27 days	50% of tour price
Day of departure - 7 days	100% of tour price

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

**Note: Certain arrangements (such as Low Cost flight bookings, flight upgrades and flights with restrictive ticketing conditions) may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements, in addition to the charge above. In some instances airline ticketing deadlines and specific supplier booking conditions may result in higher cancellation charges being applied to your booking but you will be aware of this.**

Where any cancellation reduces the number of full paying party members below the number which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

The cancellation charges above have been calculated as a genuine pre-estimate of the losses we would incur in the event you cancelled your holiday within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

**Protected Deposits:** If you cancel your booking of a Qualifying Holiday (as defined below) greater than 84 days prior to departure, and that cancellation is not a result of non-payment or any other breach of these Terms, the deposit amount will be held with us as a "Protected Deposit", subject to these Terms. Protected Deposits must be used within 2 years of your cancellation date and may be applied towards payment of a deposit on another Qualifying Holiday. The Protected Deposit is not transferable and may only be used by you. Not all Just You holidays are included in the Protected Deposit offer. "Qualifying Holidays" means all Just You holidays with the exception of Global Explorer, Antarctic cruises, Festive holidays and any other holidays as specified by Just You.

For the avoidance of doubt, only the deposit amount will form part of the Protected Deposit. The Protected Deposit has no cash value. Only one Protected Deposit may be applied per person toward a Qualifying Holiday. A Protected Deposit must be applied to a new Qualifying Holiday booking that is of equal or greater value to the cancelled Qualifying Holiday for which the Protected Deposit was originally received. A Protected Deposit may not be applied to the same or similar dates of travel.

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:** You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office has changed its advice to warn against travel to your destination or its immediate vicinity after the date of your booking. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

## 9. IF WE CHANGE OR CANCEL

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

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

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away, provided that the new area is more than 15 miles away from the original.
- A change of cabin accommodation to a significantly lesser grade. Where you are taking a tour, a significant change to the itinerary, i.e. when the itinerary has to be changed by more than 50% and may have to exclude an iconic highlight.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.

- A significant change to your itinerary, missing out one or more destination entirely.
- A change of UK airport from the one you were due to fly to or from, except where the change is between London airports (Heathrow, Gatwick, Stansted, London City or Luton) or where the new airport is within 50 miles of the original airport.

**Please note:** We do not classify a change of air or sea port as a significant change where coach transfers between a UK town and the relevant air/sea port are included in the holiday. A change of flight from direct to indirect is not classified as a significant change.

**Cancellation:** We will not cancel your travel arrangements less than 75 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date, (if your holiday departure date is not specifically guaranteed in the brochure in which it was advertised) for example, if the minimum number of customers required for a particular travel arrangement is not reached. If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (for significant changes) accepting the changed arrangements;
- having a refund of all monies paid;
- accepting an offer of alternative travel arrangements of comparable or higher standard if available (at no extra cost); or
- if available, accepting an offer of alternative travel arrangements of a lower or comparable standard from us (we will refund any price difference between the original arrangements and the alternative arrangements if the alternative arrangements are of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again within 3 days we will assume that you have chosen to accept the change or alternative booking arrangements.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at our discretion. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with us, whether or not such expenses arise from a change of itinerary, and we are not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. We will not be liable for any indirect and/or consequential losses associated with any changes to a booking or itinerary.

**Compensation:** If we cancel your booking or make a significant change less than 75 days before departure, in addition to a full refund of all monies paid by you, we will pay you reasonable compensation as detailed below.

Period before departure a significant change or cancellation is notified to you	Compensation payable per person (excluding infants)
More than 75 days before departure	NIL
29-74 days	£10
15-28 days	£20
8-14 days	£30
7 days or less	£40

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

- where we make an insignificant change;
- where we make a significant change or cancel your arrangements more than 75 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

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

**Please note:** where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you. If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

**Please note:** should it become impossible to make alternative arrangements in the circumstances mentioned above, our legal obligation is to return

you to the point of departure, where you commenced your booked arrangements with us, only. It will be your responsibility to arrange any onward transport from the point at which you commenced your booked arrangements with us and your home.

## 10. FORCE MAJEURE

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

**Brexit Implications:** Please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## 11. SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Any special requests or requirements do not form part of these Terms or the contract between us and we are not liable for any failure to accommodate or fulfill such requests. We do not accept bookings that are conditional upon any special request being met.

## 12. DISABILITIES AND MEDICAL PROBLEMS

### The Equality Act 2010

This law applies to services provided in the UK and not those provided overseas. However, we believe in trying to make our holidays as accessible to as many people as possible. You must tell us before you book of any special needs you may have as result of any disability or medical condition, whether physical or mental health and we will do all we can to accommodate you. This includes making any reasonable adjustments to the holiday itself and/or to the booking process. You may be asked to complete a medical information form (the "Medical Form") or produce a Doctors certificate / letter prior to travel. We will endeavour to respond within 5 working days of receipt of this documentation. If you wish to have this documentation returned please let us know as we only hold this information for your current holiday. This information will be treated confidentially and will only be used to check that you are likely to be sufficiently fit and able to undertake your chosen holiday, and that any special requirements are passed on to our suppliers. If you, or any member of your parties situation changes after you have booked (including where any medical condition or disability deteriorates or develops) you must let us know straight away. Travel with us may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in the UK. We and our suppliers make no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions. Whilst we will endeavour to make any reasonable adjustments to the holiday itself, sometimes this may not be possible. Examples of where we may not be able to make a reasonable adjustment include:

- Providing wheelchair access ramps to overseas hotels in remote locations;
- Our staff pushing a customer in a wheelchair throughout the duration of the holiday;
- Provision of daily personal care whether for a physical or mental health condition.

**Please note that personal care cannot be provided by any member of our staff**

It is your responsibility to tell us before you book whether you have any special requirements, limited mobility or medical conditions either physical or mental health that might affect your ability to take part on our holidays. A reasonable level of fitness is required for our holidays as some walking will be involved. If you are in doubt about the suitability of any of our holidays please just ask but, it is vital that you seek confirmation from your own Doctor to establish that you are sufficiently fit both physically and mentally, to travel and to undertake the excursions that may be required to undertake your tour. Where we can we will make any reasonable adjustments but where we

cannot make such adjustments we may have to cancel your booking. It is our intention to make our holidays as accessible to as many people as we can, especially those with disabilities. We cannot do this if you don't tell us of your needs so please mention any relevant information to us before you book. In particular to establish:

- Any special requirements for air, coach, ferry or cruise ship travel so these are passed on to our suppliers;
- That we are aware whether your mobility may be limited or that you may need assistance on any part of the tour;
- Whether you are taking medication and might require medical attention during your holiday;
- Whether there might be any pre-existing medical conditions either physical or mental health that should be disclosed to your insurer (or to the insurer recommended by ourselves) and which could result in your insurance being invalidated. We can recommend a special travel insurance policy for those with existing medical conditions and would recommend that this or a similar policy be purchased prior to travel.

It is your responsibility to check your health and fitness to travel with your own Doctor before travel and we would recommend that you seek this confirmation and send us this information. We will endeavour to assist with any special requirements that might be needed and can also advise against certain tours and excursions that might be challenging for a customer with particular medical issues. We have to rely upon your honesty about your medical condition and cannot advise you properly if we are unaware of this. Please contact our Special Services Team at [customer-care@justyou.co.uk](mailto:customer-care@justyou.co.uk) and we can arrange to advise you of the pre-travel medical clearance that you should clarify with your doctor.

We will assume, unless you inform us otherwise, that you are in a good state of health both physically and mentally, to participate in the holiday. If you do not tell us about any disability or medical condition which may affect your holiday arrangements and any resulting special needs, and we find ourselves in the position where you are at your UK departure point or on holiday and are unable to participate fully, then we reserve the right to:

- Organise extra assistance or make any adjustments so you can continue with the holiday and pass on the costs of doing this to you.
- Arrange your return to the UK, or to your home address if you haven't left the UK and pass on the costs of doing this to you.

We very much hope that all our customers will be completely open, honest and upfront with us so the above situation does not occur. However, we do reserve the right to take action in the interests of your health and safety and the health and safety of our staff and other customers should we need to. We can only accept your booking upon the clear understanding that we cannot be liable if you do not inform us of such a condition and an airline or cruise line refuses to accept you as a passenger.

## 13. COMPLAINTS

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your holiday, please inform our Tour Manager or the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, you must ask the Tour Manager or representative for a Holiday Report Form, which you must then complete in his or her presence. One copy will be given to you and the other copy sent to head office. You can also contact us on our 24 hour Duty Office number, the details of which will be provided in your booking documentation. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at Just You, Compass House, Rockingham Road, Market Harborough, United Kingdom, LE16 7QD or by e-mail to [feedback@justyou.co.uk](mailto:feedback@justyou.co.uk) within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and this may affect your rights under this contract. Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 14 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://e.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## 14. ABTA

We are a Member of ABTA, membership number Y6412. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 15. OUR RESPONSIBILITIES

(We will accept responsibility for the arrangements we agreed to provide or arrange for you as an 'organiser' under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we do not remedy or resolve your complaint within a reasonable period of time, we will pay you reasonable compensation. The

level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which we or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- (c) Force Majeure

**We limit the amount of compensation we may have to pay you if we are found liable under this clause as follows:**

- (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
  - i) The extent of our liability will in all cases be limited as if it's a carrier under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air), The Athens Convention (with respect to sea travel), The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

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

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

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

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

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

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Departure point will be the location where you commenced your first travel arrangement booked through Just You as listed on your booking confirmation. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided that we have been notified of these particular needs in advance. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 16. YOUR BEHAVIOUR & ACCEPTANCE OF REASONABLE RISKS

You acknowledge that travel and the products and services offered by us may involve risk to your health and safety. By travelling with us you acknowledge that you have considered any potential risks to health and safety. To the extent permitted by law, you hereby assume responsibility for all such risk and release us from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by us. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates. There may be an increased degree of risk participating in physical activities, travel to remote locations, carriage by watercraft, or other high-risk activities, or travel to countries with developing infrastructure.

You agree that we are not responsible for providing information or guidance with respect of local customs, weather conditions, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions. You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on tour or, if in our opinion (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, we may terminate your travel arrangements or any product or service immediately at our expense and without any liability on our part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of our travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by us or our suppliers for property damage, destruction or theft caused by you while on a tour. You agree to immediately report any pre-existing damage to one of our representatives or staff of the accommodation, transportation service, or facility as soon as possible upon discovery. You agree to take all prudent measures in relation to your own safety while on tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither we nor our third party suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

## 17. EXCURSIONS AND LOCAL ACTIVITIES

### Included Excursions:

For all excursions that form part of the advertised arrangements that you have booked, your contract for the excursion will be with ourselves and we will take responsibility for that excursion in accordance with the remainder of these Booking Terms and Conditions.

### Optional Excursions:

Aside from included excursions, optional excursions and activities may be available for you to purchase either before you depart the UK or during your holiday. Occasionally, these are offered for sale by our holiday advisors in the UK or our Tour Managers or representatives overseas. However, we have no involvement in any such excursions or activities which are not run, supervised or controlled in any way by us. Full responsibility for providing and operating the excursion or activity rests with the local operator / provider. Optional excursions or other activities that you may choose to book or pay for whilst you are taking part in your trip are not part of your contracted arrangements with us. Where you make a booking of an optional excursion via us or our Tour Manager, we act solely as a booking agent for the local operator / provider of all such optional excursions and activities with whom you will have a contract. The local operator's terms and conditions will apply. We are not responsible for the provision of any optional excursions or activities or for anything that happens during the course of its provision by the local operator. We cannot accept any liability on any basis in relation to any optional excursions or activities which do not form part of your contracted arrangements with us. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

A minimum number of people are needed for an optional excursion to operate. If that number is not achieved, the local operator may have to cancel it. If this happens, you will be offered a full refund of the money that you have paid. If the local operator has to cancel and you paid for the excursion overseas your Tour Manager will refund you overseas, on behalf of the local operator. If you pre-booked in the UK before the holiday, the refund will be processed by our head office in the UK, and will be sent to the lead passenger's home address within 10 working days of your return date to the UK, on behalf of the local operator.

If you want to cancel an optional excursion that you have booked, we on behalf of the local operator, are unable to refund the cost of the excursion once it has been paid for. Our Tour Managers are happy to suggest local places of interest to you. However, these are suggestions only and are not recommendations or endorsements and no liability is accepted for any issues that may arise.

## 18. FINANCIAL SECURITY

We provide financial security for flight inclusive Packages and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 11266. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate.

This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom or the first leg of any flight or flights we arrange for you commences in the UK.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

We provide financial security for holidays not including flights by way of a financial failure insurance policy. You will be given full details of the insurer with your confirmation invoice or, alternatively, please go to [www.justyou.co.uk/financial-protection-insurance](http://www.justyou.co.uk/financial-protection-insurance). If you book arrangements other than an ATOL protected flight or Package from us, your monies will not be financially protected. Please ask us for further details. For more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate) or contact Civil Aviation Authority of CAA House, 45-59 Kingsway, London WC2B 6TE.

## 19. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS AND HEALTH FORMALITIES

We will provide you with standard information about the passport, visa, health and immigration requirements applicable to your itinerary, but it is your responsibility to confirm that this information is relevant to your individual circumstances. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable and you are responsible for ensuring that you meet the entry requirements for the destinations listed on your itinerary. Requirements do change, and you must check the up to date position in good time before departure so that you have the correct documentation and are adequately vaccinated. Information on health is available from your GP surgery and from the National Travel Health Network and Centre <https://www.travelhealthpro.org.uk>.

Most countries now require passports to be valid for at least 6 months after your return date. When travelling to the EU after the 29th March 2019, the UK Government recommends that you have 6 months left on your passport on the date of your arrival to an EU country. If your passport is in its final year, you should check with the Embassy of the country you are visiting. You should also check when your passport was renewed. If you renewed a 10 year adult passport before it expired, extra months may have been added to your passport's expiry date. These extra months over 10 years will not count towards the 6 months that must be remaining. The UK Government has published a web site tool to check the validity of your passport under these rules. Please go to [www.passport.service.gov.uk/check-a-passport](http://www.passport.service.gov.uk/check-a-passport). For further information contact the Passport Office on 0300 222 0000 or visit <https://www.gov.uk/browse/citizenship/passports>.

The European Health Insurance Card (EHIC) allows any EU citizen to access state medical care when they are travelling in another EU Country. In the event of a no deal Brexit, UK registered EHIC's will no longer be valid.

We do not wish to mar the prospective enjoyment of your holiday. However, sadly we have to be mindful of the global risk of indiscriminate terrorist attacks. You should be aware of up to date travel information and up to date travel advice for your chosen destination; please review the Foreign Office web site for detailed information <https://www.gov.uk/foreign-travel-advice>. Up to date travel advice can also be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up-to-date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## 20. CRUISES

River and Ocean Cruise vessels enforce the highest standards of cleaning and sanitation in -order to prevent the spread of viruses and illness. If you experience any gastrointestinal symptoms whilst on board, you may be confined to your cabin until your symptoms are clear. This action is to protect all passengers on board and contain the spread of any virus.

In most cases, prior to boarding, you will be asked by the cruise operator / carrier to complete a medical form confirming you are not ill or have not been ill prior to boarding the vessel. You must answer these questions truthfully. If you have experienced any gastrointestinal symptoms prior to boarding your vessel, we on behalf of the cruise operator / carrier reserve the right to ask passengers to produce medical evidence of fitness to travel this may include the submission of any required medical certificates. In the interests of passenger safety we reserve the right to refuse boarding at our discretion. In such circumstances passengers will not be entitled to claim compensation or a refund.

In some ports, it may be necessary for the river or cruise vessel to anchor offshore rather than alongside. When this is the case, the cruise line will use a tender to take passengers ashore. A tender is a small vessel and may not be suitable for persons with Disabilities or reduced mobility or balance problems. It is important that passengers are able to use the tender safely. Passengers may be required to descend to a platform or pontoon and into the tender and passengers may need to navigate a gap between the platform and the tender. Depending on weather, tide and sea conditions, there may be some movement and passengers must be fit and mobile enough to access and disembark the tender.

If passengers have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely. Wheelchairs and mobility equipment will not be carried by the crew or Tour Manager and all passengers must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Captain of the river or cruise vessel or any of his officers if there is any doubt as to the safety of any passengers.

## 21. 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 which will form part of your contract with us. 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 ourselves or the supplier concerned.

## 22. PROMPT ASSISTANCE IN RESORT

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for its assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 23. DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRAVEL INFORMATION

If you miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights with a European airline or flights operating from a European airport.

Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If your holiday arrangements include a

flight and, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight inclusive holiday.

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

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

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

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

## 24. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## 25. FOREIGN OFFICE ADVICE

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. As the advice can change we recommend that you keep up to date and check the situation closer to your departure date at <https://www.gov.uk/foreign-travel-advice>. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 10).

## 26. BAGGAGE

You are responsible for the carriage and care of your luggage throughout your holiday except for such times as it may be in the hands of the airline, herein such circumstances the airline specific terms and conditions relating to the carriage of luggage apply, or when portered at a hotel or on arrival and departure is included. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.

## 27. MARKETING AND IMAGES

You acknowledge and agree that, while participating in any tour, images, photos or videos may be taken by other participants, us or our representatives that may contain or feature you (the "Visual Content"). You consent to any such pictures being taken and grant a perpetual, royalty-free worldwide, irrevocable license to us, our contractors, sub-contractors and assigns, to reproduce the Visual Content for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## 28. SEVERABILITY

If any provision of these Booking Conditions is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

## 29. AMENDMENTS

We reserve the right to update or alter these Booking Conditions at any time, and will post up to date Booking Conditions on our website <https://www.justyou.co.uk/en-gb/information/booking-conditions>. The Booking Conditions that were in place on the date your booking was confirmed will apply to your holiday. We recommend that you refer to the Booking Conditions applicable to your booking prior to travel to familiarise yourself.

## 30. PRIVACY POLICY

We must collect your personal information to deliver your booked arrangements and any products or services booked. We collect, use and disclose only that information reasonably required to enable us and our third party suppliers to provide your booked arrangements, products and/or services that you have requested as described in our Privacy Policy, which can be accessed any time at <https://www.justyou.co.uk/en-gb/privacy-policy> and is expressly incorporated into these Booking Terms and Conditions.

By submitting any personal information to us, you indicate your acceptance of our Privacy Policy.