

## **BOOKING CONDITIONS**

These Booking Conditions apply to all bookings made with NetTours Limited directly using our websites (operated and owned by NetTours Limited), in person at our premises, over the phone and via email, as well as bookings made via travel agents or third party-websites.

### **IMPORTANT NOTE**

**In case of some bookings full payment will be required at the time of the booking and it may be non-refundable, non-changeable and 100% cancellation fees may be charged should you choose to cancel the booking. This is due to the fact that the services included in the selected travel product (package holiday) and/or travel services could be non-refundable / non-changeable for us to purchase.**

**These special payment, changes and cancellation terms related to the selected travel product (holiday package) and/or travel services will be specified and clearly disclosed to you before making a booking with us and will take precedence where they are inconsistent with the terms set out below in our Booking Conditions.**

### **Key points:**

You enter into a booking with us when we issue our detailed confirmation and invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We will pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

We are a Member of ABTA and we provide protection for your money:

- for flight inclusive package holidays and flight-only bookings, protection will be provided through the Civil Aviation Authority's *Air Travel Organisers' License (ATOL)* scheme, our ATOL number is 11370
- for non-flight inclusive package holidays, protection will be provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.com](http://www.abta.com)
- for standalone travel services booked we will let you know the type and the level of cover we are able to provide

**NB read the full terms below for more information and for other important rights and obligations.**

You will receive information about the main characteristics of the arrangements you wish to book before a binding agreement between you and us comes into existence. That information, these booking conditions, our Privacy Policy Notice, our website's Terms & Conditions, the 'Before Your Holiday' information and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read all this information carefully as it sets out our respective rights and obligations.

**Lead Passenger (referred as “you” in the below booking conditions):** is 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 transferred. Only this person can represent other members in the party and all communication must come from this person. We will not accept and will not act upon any communication received from other members of the party.

A ‘**package**’ and ‘**lack of conformity**’ have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018.

### 1. Our details

NetTours Limited is a UK registered company, our company registration number is 10865881. We are ATOL license holders (11370), members of ABTA (Y6521) and accredited by IATA (91-2 00 33).

#### **Nettours Limited**

Trading address: 10c Church Street / Basingstoke / Hampshire / RG21 7QE / United Kingdom

Phone: 01256 533484 • Fax: 01256 533646 • Email: info@nettours.co.uk

Referred as “we”, “us”, “our” in the below booking conditions.

### 2. Your holiday booking

Our agreement becomes binding when we issue our detailed confirmation of services booked and our invoice, either directly to you or via any agent we have authorised to act on our behalf. Please check all details on the confirmation (or any other document issued) immediately on receipt. It may not be possible to make changes to your arrangements later, so you should notify us of any inaccuracies in any documentation within 24-hours of our sending it out. It may harm your rights and ability to travel if you do not. This booking is made on the terms of these booking conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

### 3. Paying for Your Holiday

If your booking is accepted more than 12 weeks before departure, you must pay a deposit that is specified at the time of booking or determined in our previous written or verbal quotation that you have accepted. This is a part payment of the total cost of your holiday that is payable at the time of booking. The balance payment of your travel arrangements must be paid at least 12 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall treat your travel arrangements as cancelled by you. If the balance is not paid in time, we shall retain your deposit. If you are booking within 12 weeks of departure [or if anytime full-payment is required at the time of the booking due to the special terms of the selected travel product (package holiday) and/or travel services], then full-payment will be required to be able to proceed with your booking.

### 4. If You Cancel Your Holiday

You may cancel your travel arrangements for any member of your party at any time. Written and identifiable notification from you or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

<b>IF YOU CANCEL YOUR HOLIDAY</b>	
<b>Period before departure in which you notify us:</b>	<b>Cancellation charge: *</b>
85 days or more	50% of holiday cost
84-42 days	70% of holiday cost
41-31 days	80% of holiday cost
30 days or less	100% of holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

\* As highlighted atop of this booking conditions, certain arrangements including complete travel products (holiday packages) and/or other travel services may not be amended (and cancelled) after they have been confirmed therefore cancellation charges may arise up to 100% from any alteration or cancellation of such travel products (holiday packages) and/or travel services and/or components.

**Note:** If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You may cancel any package prior to its commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 9) are occurring at the place where your arrangements are due to be performed or its immediate vicinity; ii) those circumstances make it impossible to travel safely to the travel destination, and; iii) if the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. In this event, you will receive a refund without undue delay of any payments made, but this is the maximum extent of our liability, and we regret we cannot meet any other expenses or losses you may incur as a result. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

### 5. If You Change Your Booking

If, after our detailed confirmation and invoice have been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the “lead passenger” or your travel agent. You will be asked to pay administration charges set out below, and any further cost we incur in making this alteration. 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.

IF YOU CHANGE YOUR BOOKING			
Period prior to departure we receive the request and details of change:	Administration fee for name change(s):	Administration fee for changes to the booking: <u>including (list not extensive):</u> <i>date, duration, destination, accommodation, room type, flight time and departure / arrival airport</i>	Administration fee for adding extras to the booking:
	per name change for each change	per person for each change	
56 days or more	£75	£75	£15 handling fee (every time extra or set of extra services are added to the booking)
55-7 days	£125	£125	
Less than 7 days	100% cancellation fees apply		

#### Notes:

- Certain travel arrangements (e.g. advance purchased flight tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements and new arrangement(s) (e.g. flight tickets) to be issued based on the lowest available rate / fare at the time of making the change, of which charges / cost are also payable by you.
- As highlighted atop of this booking conditions certain arrangements, including complete travel products (holiday packages) and/or other travel services may not be amended after they have been confirmed therefore full cancellation charges in addition to the charges set out above, as well as the cost of the purchasing of new services may arise from any alteration or cancellation of such travel products (holiday packages) and/or travel services and/or components.
- The cost of extras may increase closer to the departure date; therefore, we suggest you book such services (e.g. pre-assigned seats, hold-luggage, meals and entertainment aboard a flight etc.) at the time of making the booking.

- Should you wish to transfer the place / services of the cancelled member to another person:
  - a) the member cancelling must be prevented from travelling
  - b) the replacement person must be a suitable consumer for the selected travel product (holiday package) and/or travel services
  - c) both the original member and the replacement person will be equally liable for all the costs incurred in making the transfer. [Costs incurred in making the transfer mean any cancellation charges only if they are imposed on us by the provider of the various elements of the package. *(e.g. please note it is usually not possible to transfer space being held on flights, regardless of tickets already being issued or not)*]
  - d) the member transferring must give reasonable notice, no later than 7 days before departure of their intention to make such a change
  - e) the member transferring agrees to these Booking Conditions and all other terms of the contract between us.

In any event, before transferring services we will have to investigate the options and advise you accordingly. For transferring services, we will charge a £15 fee in addition to any of the charges imposed on us by providers as explained above.

- Please note we will not be responsible, nor liable for any alterations and/or cancellations of any services directly with the provider to avoid the above charges.

#### 6. If We Cancel Your Booking

As we plan your holiday arrangements many months in advance, we may occasionally have to cancel your booking and we reserve the right to do so at any time. We will not cancel your travel arrangements less than 60 days before your departure date, except for unavoidable and extraordinary circumstances as defined in clause 9, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached\*.

\* The minimum number required will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled.

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition in clause 9) or we cancel because the minimum number of participants to run them has not been reached.

<b>IF WE CANCEL YOUR BOOKING</b>	
<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us per adult</b>
28 days or more	Nil
27-15 days	£10
14-8 days	£20
7 days or less	£30

This does not exclude you from claiming more if you are entitled to do so.

## 7. If We Change Your Booking

### a) Changes to the price

**We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements.**

We can change your holiday price after you have booked only in certain circumstances.

Changes in:

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

means that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel, you must do so within 14 days from the date on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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. Also, travel arrangements may be paid much in advance, not at the time when you actually use them.

### b) Changes other than the price

It is a term of this booking conditions that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you (or your travel agent) are notified about it. Examples of insignificant changes include alteration of your outbound/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 on our website may be subject to change.

If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund, we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances as defined in clause 9.

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

<b>IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY</b>	
<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us per adult</b>
28 days or more	Nil
27-15 days	£10
14-8 days	£20
7 days or less	£30

**Note:** No compensations will be paid if we make an insignificant / minor change to your booking.

It is always highly recommended to check the Government's guidance on foreign travel, also known as "**Foreign Travel Checklist**" available here: <https://www.gov.uk/guidance/foreign-travel-checklist> to find out whether there was a warning / advice about the country of your holiday destination.

For further information you may wish to visit: <https://travelaware.campaign.gov.uk/>

#### 8. Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements where possible, equivalent, or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport, we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a package, we will pay you compensation subject to section B of clause 9.

Where we are unable to ensure your return from a package as agreed because of unavoidable and extraordinary circumstances defined in clause 9, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above clauses 6, 7 and 8 set out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

#### 9. Our Liability to You

**You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this booking.**

##### **A. Our responsibilities differ according to what you have booked:**

##### **In relation to bookings of Packages**

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we or our suppliers fail to arrange or perform the

arrangements specifically included in your package, as set out in your confirmation invoice or itinerary, or the information we provided to you regarding the services prior to booking as found on our website, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we may instead pay you a price reduction or compensation subject to clause B of this clause. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.

### **In relation to all other bookings**

We have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

Please note in relation to all bookings:

- it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- It is a condition of our acceptance of the responsibility above that you inform us, and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact our duty line: +44 (0) 1256 533909

### **B. Limitations and exclusions of responsibility:**

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:

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

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out below.

We will not be responsible, make a price reduction or pay compensation:

a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example, any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.

b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):

(a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints-procedure set out in these conditions.

(b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.

(c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

[Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require].

### **Luggage or personal possessions and money**

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money 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 assumed to have adequate insurance in place to cover any losses of this kind.

### **Claims covered by an International Convention**

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

### **Any other claims which do not involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that cannot be limited by law.**

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which are not packages) 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 arrangements.

### **Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, 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 and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

### **Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances**

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in this clause. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact us on our duty line: +44 (0) 1256 533909.

## **10. Protecting Your Money**

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number [11370] issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive holiday from us you

will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we 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.

2. We provide full financial protection for our non-flight inclusive package holidays by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.com](http://www.abta.com). You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

## 11. ABTA

We are a Member of ABTA, membership number [Y6521]. 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 cannot 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).

## 12. Complaints

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and/or our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at *NetTours Limited / 10c Church Street / Basingstoke / Hampshire / RG21 7QE / United Kingdom* giving your booking reference and all other relevant information. Please, keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative (if available at the selected destination) without delay and complete a report form whilst in resort. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort, and this may affect your rights under this booking. Please, also see clause 11 above on ABTA.

### 13. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

For further information please visit: <https://www.gov.uk/browse/abroad/passports>

### 14. Excursions

In some cases, excursions or other tours may be included in our travel products (package holidays), but these are always mentioned in our product descriptions and are listed on the detailed confirmation and/or invoice we issue to you and will be included in your itinerary / voucher documents you receive from us.

However, excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For such excursions or other tours that you book locally, while at the destination / in resort, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### 15. Travel Agents

All monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

### 16. Exchange rate used

For information about the exchange rates used for the creation of our travel products please refer to the Before Your Holiday section on our website, specifically the Foreign Currency & Exchange Rates section.

### 17. Law and jurisdiction

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### 18. Prices and accuracy of information

We reserve the right to alter the prices of any of the holidays shown on our websites. You will be advised of the current price of the holiday that you wish to book before your booking is confirmed.

The websites ***www.nettours.co.uk*** & ***www.netholidays.co.uk*** (owned and operated by NetTours Limited) are our responsibility, as your tour operator. These are not launched on behalf of / and do not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. 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.

We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise, and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book

before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 9.

#### 19. Your behaviour

All holiday makers booked with us are expected to conduct themselves in an orderly and acceptable manner, without disturbing the holiday of other parties. Should we or a hotel manager or any person with authority find that your behaviour or the behaviour of any member within your party is causing danger, annoyance etc. to other holiday makers or other third-parties, should damage, delay to transportation etc. be discovered we reserve the right to terminate your arrangements immediately. In such event our liability to you and your party cease and you and your party will be required to leave the accommodation or any other service immediately. We will have no further obligations to you, no refunds or compensation will be paid for the unused services, and you will have to secure alternative arrangements / services at your own expense. In addition, you will be responsible for paying for any damage caused which you will have to pay directly to the provider affected. Should you fail to make payment you will be responsible for meeting any claims made against you or against us in relation to your behaviour, including all legal costs. At the same time, we cannot be held responsible for the behaviour of other holiday makers in resort should you experience distress or disturbance.

#### 20. Special requests, disabilities and medical requirements

Should you have any special requests (such as diets, room location etc.), disabilities and medical requirements you should inform us of these at the time of the booking. While we will try to accommodate all special requests by forwarding those to the respective service provider (such as e.g. a hotel), we cannot guarantee and therefore we will not confirm these, since the provision of these do not form part of our agreements with the service providers and it is fully up to their discretion whether they are able to and/or willing to provide these. Similarly, should you have any disabilities or medical requirements we will do our utmost to assess whether your selected travel product (holiday package) and/or travel service is suitable for you, however we cannot guarantee and cannot be held liable if you are experiencing difficulties, problems or lack of enjoyment during your holiday. Should you suffer from severe medical conditions we may require a doctor's notice to be able to decide whether we can enter into a booking with you. Therefore, if you or any member of your party have any disabilities, it is extremely important that we make the necessary arrangements to make your holiday go smoothly. We must therefore insist that you contact our offices on 01256 533484 (or via email: [info@nettours.co.uk](mailto:info@nettours.co.uk)) before completing any reservation to ensure compatibility for the holiday that you choose. You may also use the checklist for Disabled and Less Mobile Passengers before deciding on your holiday: <https://abta.com/resource-zone/publication/checklist-for-disabled-and-less-mobile-passengers>

#### 21. Travel insurance

It is required when booking your holiday that you arrange for a policy offering suitable cover. You must agree that your insurance fully covers your personal requirements, including pre-existing medical conditions, cancellation charges, medical expenses, and repatriation in case of an accident and/or illness.

Should you decide to travel without a relevant and sufficient insurance cover NetTours Limited will not be liable for any incurring losses during your entire holiday, even if a respective insurance cover would have been available.

## 22. Terms and Conditions of Suppliers

The suppliers whose services make up your arrangements make those supplies in accordance with their own terms and conditions which will also form part of your agreement 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.

The terms and conditions of airlines, any other conditions of carriage and/or various international conventions apply to all bookings including flights on this website. Such terms and conditions [e.g. IATA's (International Air Transportation Association) standard conditions of carriage] are contained in the tickets and will be made available within the confirmation documents of the booking and can also be requested separately by post or via email if needed.

A series of individual restrictions (fare rules) will be applicable to all flight tickets that determine payment, refund and cancellations conditions that will be reflected in the confirmation and/or invoices of products booked using this website (or via phone / email).

Fares, including fares purchased as part of a package holiday published on this website, are accurate at the time of placing an enquiry, but maybe subject to availability and alterations due to changes in transportation costs (e.g. fuel and/or security surcharge and air passenger duties) or fees for ancillary services (such as seat assignment, fee for hold luggage).

## 23. Covid-19 Acknowledge and Holiday Information

*References to Covid-19 in this clause mean the infectious disease caused by the SARS-Cov-2 virus and/or any other serious disease caused by a new strain of the coronavirus.*

We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment, curtailment of your holiday, missed transport arrangement and additional accommodation required), in the following circumstances:

- Prior to departure, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are no longer able to travel and/or required to self-isolate;
- After your departure and during your holiday, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are required to self-isolate.
- You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or any other government body or local authority or fail to submit for testing or assessment when requested to do so and as a consequence you are denied boarding, denied entry to the destination or otherwise denied access to any of your travel arrangements. This includes any requirement to be fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the country(ies) to which you are travelling.

In response to the Covid-19 global crisis, each destination has implemented their own health and safety measures and precautions in an attempt to combat the spread of the disease. Specific regions, resorts, event organisers and suppliers have also introduced their own health and safety measures in line with government or public authority advice (local or national), depending on their capacity and ability to take certain precautions. It is your responsibility to make yourself aware of and comply with the measures that are in place at the travel destination, resort or other accommodation you have booked, Health and safety measures and requirements may also vary for each activity, tour and other excursions and travel arrangements you have booked.

These measures may be mandatory, and it is essential that you and any members of your party comply with and respect any local and national health and safety measures throughout the duration of your holiday as you could face penalties for failing to do so. Such measures may include, but are not limited to, social distancing,

the use of facemasks both indoors and outdoors, a maximum number of households or people in the accommodation or other facilities and restrictions on the use of certain facilities. They may also include a requirement for you to take a specific Covid-19 test and show a negative result or proof of recent recovery of Covid-19 or show proof of being fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by that specific supplier, destination, resort or country. We will not be liable for any costs, fees, charges or penalties you incur from your failure to comply with any mandatory requirements or measures.

Where possible, we will make you aware in advance of any mandatory measures that are in place at your travel destination and/or in place at any of the travel arrangements that you have booked. However, we are not obliged to do so, and it is your responsibility to check the measures and requirements that are in place at your travel destination and ensure you are checking these regularly before your departure date. For further information we suggest you visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to, as well as the website and/or terms and conditions of your specific travel arrangements.

It is your responsibility to check the entry requirement for the destination(s) you are travelling to as many countries have introduced additional entry requirements. Entry requirements may include, but are not limited to, proof of a negative Covid-19 test taken at a certain point prior to your departure date, additional Covid-19 test(s) taken at certain points during your holiday or proof of a Covid-19 vaccination (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the country(ies) which you are travelling to. In addition to these requirements, you may be required to complete and present additional travel documentation beforehand detailing any destination you have travelled through/visited recently and whether you have been diagnosed or been in contact with anyone who has been diagnosed with Covid-19 recently. If you fail to complete and/or present the above when required, or if you fail any health check, you may be denied boarding and entry to your travel destination(s). We do not accept responsibility if you cannot travel, and we are not liable for any costs, fees or charges you incur if you have not complied with the requirements or if you fail any health check. Unless stated otherwise, you will be responsible for the cost of any Covid-19 tests that you are required to have before and/or after your departure.

Entry requirements are likely to differ for each country and may change before your departure date. Therefore, it is important that you keep up to date with the entry requirements that are in place for your travel destination(s).

Where possible, we will make you aware in advance of any entry requirements that apply to your travel destination(s) and will attempt to notify you without delay if any of the entry requirements change before your departure date but we are not obliged to do so and it is your responsibility to make yourself aware of the above and regularly check for the most up to date information up until the point of your departure. For further information on entry requirements, please visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to.

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**NetTours Limited**

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