

## PLANNA TRAVEL LTD – TRAVEL AGENT TERMS AND CONDITIONS

These terms and conditions (**Terms**) set out the terms under which you or the company which you represent (the **Client, you** or **yours**) make travel bookings with and receive other services from Planna Travel LTD a company registered in England and Wales under company number 16070948 (**Company, we, us** or **our**). These Terms apply to bookings you make with us in-person, on the phone or via email.

You will be taken to have accepted these Terms if you sign these terms and conditions or otherwise indicate your assent, or if you make a booking with Company after receiving or becoming aware of these terms.

These terms were last updated on 17/05/2025

### 1 THESE TERMS, BOOKINGS

- (a) These terms will apply to all the Client's dealings with the Company, including being incorporated in all agreements, quotations or orders under which the Company is to provide services to the Client including booking travel services on the Client's behalf (each a "**Booking**") together with any additional terms included in such Booking (provided such additional terms are recorded in writing).
- (b) You will be taken to have accepted these Terms if you:
  - (i) click a tick-box indicating that you agree to them; or
  - (ii) accept a quote provided by us to you; or
  - (iii) submit a Booking after receiving or becoming aware of these Terms; or
  - (iv) otherwise indicate your agreement to the Terms.
- (c) These Terms will apply to all Bookings together with any additional terms included in such a Booking (provided such additional terms are recorded in writing).
- (d) In the event of any inconsistency between these Terms and any Booking, these Terms will prevail to the extent of such inconsistency.

### 2 ELIGIBILITY

- (a) By making a Booking you represent and confirm that you have the legal capacity and are of sufficient age to enter into a binding contract with us.
- (b) If you are making a Booking on behalf of another individual, company or organisation you warrant that you have the necessary authority from that individual, company or organisation to do so.

### 3 AGENCY AND THIRD-PARTY TERMS

#### 3.1 AGENCY

- (a) The Company sells various travel related products as an agent for and on behalf of third-party transport, accommodation and other service providers (**Travel Service Providers**). The Travel Service Providers may include but are not limited to airlines, bus, rail, and accommodation providers (including hotels).
- (b) The Services we provide to you are collateral to our agency relationship with the Travel Service Providers. Our obligation to you is to (and you expressly authorise us to) make bookings on your behalf and to arrange relevant contracts between you and the Travel Service Providers.

#### 3.2 TRAVEL SERVICE PROVIDER T&C'S

- (a) You acknowledge and agree that we do not provide travel services ourselves and that the terms and conditions of the Travel Service Providers (including cancellation and no-refund policies) (**Travel Service Provider T&Cs**) will apply to all bookings you make through us.

- (b) You acknowledge that Travel Service Providers may change or withdraw their prices without notice prior to you purchasing the relevant goods and/or services from them, in which case the applicable price will be the new, updated price.
- (c) Where you are entitled to a refund from a Travel Service Provider, we will only credit the refund back to you once we have received it from the relevant Travel Service Provider, and we have no obligation to issue a refund to you on behalf of the Travel Service Provider before this time.
- (d) To the maximum extent permitted by applicable law, we will not be liable for any loss or damage suffered by you in connection with the Travel Service Provider T&Cs, including where any information provided by the Travel Service Provider is incomplete or inaccurate. If, for any reason (excluding fault on our part), any Travel Service Provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.
- (e) You acknowledge and agree that if you wish to cancel a booking, then in addition to our change or cancellation fees, as set out in clause 9, Travel Service Providers change and cancellation fees, which can be up to 100% of the cost of the booking, will also apply. If we have to cover any of your Travel Service Provider change and cancellation fees, you agree to indemnify us for the amounts of those fees.
- (f) We will provide you with copies of the relevant Travel Service Provider T&Cs at the time of booking.

## 4 PACKAGE TRAVEL REGULATIONS

### 4.1 GENERAL

- (a) Your rights in relation to packages arranged by us are set out in these Terms (which are deemed to incorporate all terms and conditions of each Travel Service Provider for the various components of your package travel arrangements).
- (b) Where the combination of travel services offered to you is a package within the meaning of *The Package Travel and Linked Travel Arrangements Regulations 2018* (**Package Travel Regulations**) (**Travel Package**) you will benefit from all EU rights applying to Travel Packages, including:
  - (i) we will be fully responsible for the proper performance of any Travel Package that we have arranged for you; and
  - (ii) as required by law, we (or the package organiser) have protection in place to refund your payments and, where transport is included in the Travel Package, to ensure your repatriation in the event that we become insolvent.
- (c) More information on key rights under the Package Travel Regulations can be viewed in Schedule 1.
- (d) A Travel Package arranged by us will be a combination of a flight plus at least one of the following components selected before payment or sold at an inclusive or total price:
  - (i) transport;
  - (ii) accommodation;
  - (iii) vehicle rental; or
  - (iv) other tourist services accounting for a significant proportion of the package. Packages cover a period of more than twenty-four hours or include overnight accommodation.

### 4.2 TRANSFER OF PACKAGE HOLIDAY

- (a) If the Company has arranged a Travel Package for you and you are prevented from taking your travel arrangements, you may make a request to transfer those arrangements to another individual (**Transfer Request**).

- (b) A Transfer Request must be made in writing by the lead-named traveller not less than 7 days prior to departure and must include proof of acceptance of the transfer by the new traveller.
- (c) Both you and the new traveller will remain jointly liable and responsible for the additional costs involved, which will include our administration charge of £50 per person per booking as well as any other applicable Travel Service Provider's charges.
- (d) Please note that some airlines may refuse such requests and treat the transfer as a cancellation and rebooking.

## 5 ATOL

All the flights and flight-inclusive holidays we offer are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/atolcertificate](http://www.atol.org.uk/atolcertificate).

## 6 FEES, PAYMENTS AND TAXES

### 6.1 FEES AND CONSEQUENCES OF LATE PAYMENT

- (a) You must pay to the Company fees in the amounts and at the times set out in the Booking (**Fees**).
- (b) You acknowledge and agree that unless you comply with clause 6.1(a), you may lose your Booking, including any deposits already paid, and/or your Booking may be subject to price increases and additional costs.
- (c) At our sole discretion we may offer the option for you to pay the Fees in instalments.

### 6.2 DEPOSITS AND BOOKINGS

- (a) You must pay the deposit specified in the Booking according to the deadlines in the Booking. All deposits are non-refundable for change of mind or cancellation (without limiting any protections the Client has under the Package Travel Regulations or applicable law).
- (b) You must make all payments according to the timeline specified in your Booking. If payment is not received, your booking may be treated as cancelled and any deposit and/or prior payments may be non-refundable.
- (c) You acknowledge and agree that:
  - (i) all Bookings are not confirmed, until we have explicitly sent you a written confirmation and until you have made the payments specified in your Booking; and
  - (ii) you may be required to pay for bookings designated as "late bookings" if you are booking within 120 days prior to departure in full prior to us being able to confirm such a booking.

### 6.3 INVOICES

Unless otherwise agreed if the Company issues an invoice to you, payment must be made by the time(s) specified on such invoice.

### 6.4 PAYMENT METHOD

You can pay the fees via a credit card, direct debit or Electronic Funds Transfer or any other payment method by which the Company accepts payment.

### 6.5 ONLINE PAYMENT PARTNER

We may use a third-party payment provider (**Payment Provider**) to collect payments. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for

the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

#### 6.6 VAT

Unless otherwise indicated, amounts stated in a Booking are inclusive of all taxes, including VAT. In relation to any VAT payable for a taxable supply by the Company, the Client must pay the VAT subject to the Company providing a tax invoice.

#### 6.7 OTHER TAXES

- (a) Local travel, resort fees and airport taxes and charges may apply in various overseas countries.
- (b) Unless specifically included in a Booking, these taxes are not included as part of the Fees.
- (c) Taxes and duties can change without notice to you and may need to be paid in local currency at the time of departure or arrival.

#### 6.8 FREQUENT FLYER POINTS

It is your responsibility to check with the relevant Travel Service Provider on whether your booking with the Company qualifies you for any points under any frequent flyer programs. We cannot guarantee that the Travel Service Provider will credit you with points for your booking. Please retain all boarding passes to allow verification of your travel, if required.

### 7 CLIENT OBLIGATIONS

#### 7.1 TRAVEL INFORMATION

- (a) Prior to making a booking with us, we strongly encourage you to contact the Foreign, Commonwealth & Development Office (**FCDO**) or visit their [website](#) to obtain information and advice about the destination you intend to travel to and make an assessment of the suitability of such a destination.
- (b) If you have booked a flight with us, we recommend that you contact the relevant airline company 24 hours prior to your scheduled departure time to confirm that your flight details have not changed since the time of booking.
- (c) You must tell us on or prior to booking, if you have any special travel requirements, such as dietary preferences or seating requests. We will make reasonable efforts to accommodate any requests, but cannot guarantee that all requests will be accommodated.

#### 7.2 PASSPORT AND VISA

- (a) You must have a valid passport, and if applicable, a valid visa, or other travel permit, for international travel.
- (b) You acknowledge and agree that:
  - (i) it is solely your responsibility to ensure that you have a passport and/or visa that complies with any entry and exit requirements of the countries you intend to travel to;
  - (ii) you will advise us at the time of booking, if you do not have a valid passport, visa or other travel permit for the destination you intend to travel to;
  - (iii) any information we provide to you regarding passport and/or visa requirements are of general nature only and should not be relied upon you as professional advice; and
  - (iv) the Company will not be liable to you for any losses whatsoever that you incur in connection with any issues with your passport and/or visa, including but not limited to fines, penalties, ticket cancellations or denied entry into a country.

### 7.3 INSURANCE

- (a) You acknowledge that travel insurance is a mandatory element of some travel arrangements, including some cruise lines.
- (b) It is solely your responsibility to obtain any insurance that will cover your travels.
- (c) We strongly encourage you to take out adequate travel insurance to cover you for any cancellations, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability, at the time of booking.

### 7.4 HEALTH

- (a) You acknowledge and agree that:
  - (i) it is entirely your responsibility to meet any health requirements and recommendations associated with your travel destination;
  - (ii) you might be denied entry to some countries if you do not present certain health-related documentation (such as proof of vaccinations).
- (b) Prior to booking travel to an overseas destination, we strongly encourage you to consult the FCDO's website for health-related information and see your general practitioner for any required vaccinations and other recommended health treatments.

### 7.5 TRAVEL DOCUMENTS

- (a) Travel documents are issued by Travel Service Providers or the Company to confirm your travel arrangements with Travel Service Providers and entitle you to the service Travel Service Provider contracted to provide to you. Such documents include but are not limited to the following: airline, coach or ship tickets, accommodation vouchers, tour vouchers or any other document (whether in electronic form or otherwise) (**Travel Documents**).
- (b) Travel Documents are subject to the Travel Service Providers T&Cs, such as change or cancellation fees and non-refund policies. It is your responsibility to check the terms and conditions applicable to your Travel Documents.
- (c) You acknowledge and agree that:
  - (i) Travel Documents must be issued in the name of the passport or other identity documentation holder;
  - (ii) Travel Documents cannot be transferred to another person for use;
  - (iii) you must provide correct name and other Travel Document information (as requested by us or a Travel Service Provider) at the time of booking, as otherwise you may be unable to use your Travel Document or your Booking might be cancelled; and
  - (iv) you must review your Travel Documents upon receipt and notify us immediately, if you discover any errors in the destinations, names, dates or timing.

### 7.6 CLIENT CONDUCT

- (a) You must behave appropriately and respectfully at all times during your Booking and not engage in any abusive or disruptive behaviour.
- (b) We and our Travel Service Providers reserve the right to refuse service to you, without refund, if you behave in a way that does not comply with this clause 7.6.

## 8 PRICING

- (a) The price of a service is quoted to you by one of our consultants at the time of booking.
- (b) You acknowledge and agree that:
  - (i) the prices are set by Travel Service Providers and subject to availability, and changes based on factors such as currency fluctuations, fuel price variations, tax and airfare increases;

- (ii) we may vary or withdraw a price at any time without prior notice to you;
  - (iii) prices quoted are based on the information which you submit to us, and we may vary the prices, if that information is incorrect; and
  - (iv) the price we quote to you is only guaranteed once you have paid your deposit and confirm your Booking and the price in writing.
- (c) In the event that we discover an error or inaccuracy in the price at which your order was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

## 9 CHANGES AND CANCELLATION

### 9.1 CHANGES & CANCELLATION BY YOU

- (a) If you wish to change or cancel your Booking, you acknowledge and agree that:
- (i) many Travel Service Providers do not offer refunds and you must review the Travel Service Providers T&Cs before requesting any Changes or Cancellations; and
  - (ii) you must request any changes or cancellations through us directly, and not through a Travel Service Provider.
- (b) Subject to your refund and remedy rights under the Package Travel Regulations, you must pay the Company any additional fees for changes requested by you to an accepted Booking, including any changes of names, dates, or destinations (**Changes**) or for cancellations of any services in a Booking (**Cancellations**).
- (c) The Company does not guarantee that you will be entitled to a refund (from either the Company or a Travel Service Provider) of any of the Fees paid if you request Changes or Cancellation of your Booking.
- (d) Changes and Cancellations will be charged on a time and materials basis, at the Company's standard rates as otherwise notified to you, and these amounts will vary for domestic and international Bookings. All Cancellations will be subject to a minimum £50 administration fee for each traveller on the Booking.
- (e) You acknowledge and agree that Travel Service Providers may impose fees in relation to any Changes or Cancellations and agree that you are responsible for paying such fees.

### 9.2 CHANGES OR CANCELLATION BY US OR A TRAVEL SERVICE PROVIDER

- (a) Occasionally a Travel Service Provider may have to make changes to your original Booking. We do not accept any liability or costs incurred that may result from these changes, other than in accordance with the Package Travel Regulations. Most of these changes will be minor and we will advise you of them at the earliest possible date.
- (b) In certain circumstances we or a Travel Service Provider may be required to cancel your travel arrangements (for example, if the minimum number of travellers required for a tour or excursion is not reached or for reasons of force majeure, pandemic or epidemic illness or if you fail to pay the final balance by the due date). If your booking is covered under the Package Travel Regulations, and we cancel your booking for any reason (other than where you have failed to pay the final balance) you can either have a refund of all money paid or, if available, accept an offer of alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value). If your booking is not covered by the Package Travel Regulations, and we cancel your travel arrangements due to any of the circumstances mentioned above, except for your failure to pay the final balance, you will not be entitled to a refund. If we cancel because you fail to pay the final balance by the due date then our standard cancellation fees shall apply.
- (c) Except as otherwise required by the Package Travel Regulations, where you seek a refund for a cancelled Booking for which payment has been made to the Travel

Service Provider, we will not provide a refund to you until we receive the funds from that travel service provider. Where agreed with you, refunds may be in the form of a "Refundable Credit Note".

### 9.3 GROUP BOOKINGS

- (a) If one or more of the members of the group named in the booking cancel, the remaining members of the group will be responsible for any outstanding payments. If full payment is not received, our cancellation terms will apply as stated in this clause 9.

## 10 DATA PROTECTION AND PRIVACY

### 10.1 DATA PROTECTION

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, the Client agrees that the Company will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
  - (i) the Company providing Services in fulfilment of a Booking;
  - (ii) the Company and/or our independent contractors and third party suppliers may use the contact details the Client and the Client's representatives to send marketing materials or other publications.;
  - (iii) the Company may process personal data concerning its other clients and contacts in other ways for its own business purposes;
  - (iv) the Company may process and transfer personal data as necessary to effect a re-organisation of its business; and
  - (v) the Company may share personal data with other legal or professional advisers used by us to provide the Client with legal or professional services.
- (c) During and after the delivery of Services, there may be limited occasions where The Company may process on the Client's behalf as a processor any personal data the Client have provided to the Company. The Company will advise the Client in writing where The Company believes the Company may act as a processor and any such processing shall be in accordance with, and subject to, the Client's instructions.
- (d) Before performing the processing, the Company shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. The Company will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by the Client to the Company against unauthorised or unlawful processing, accidental loss, destruction or damage, including when the Company subcontract any processing (for example, in the case of external storage of data).
- (e) The Client's instructions are taken to include the use by the Company, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (f) By accepting this agreement the Client gives positive consent for the Company to obtain, store and process information about the Client as described in the preceding paragraphs. The Client agrees that where necessary the Client will have satisfied relevant statutory ground under the Data Protection Legislation in connection with

the above-described categories of processing, before providing the Company with personal data. It is also a term of this agreement that any personal data supplied by the Company to the Client about employees/independent contractors of the Company and/or any third parties may only be used for the express purposes for which that information is provided to the Client.

- (g) Each party shall comply with the terms of the Data Protection Legislation.

## 10.2 THIRD PARTY DATA

- (a) The Client warrants, in relation to the personal information and all other data that it provides to the Company in connection with this agreement (**Third Party Data**), that:
  - (i) the Client has all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;
  - (ii) the Client is not breaching any Law by providing the Company with Third Party Data;
  - (iii) the Company will not breach any Law by performing the Services in relation to any Third Party Data;
  - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, the Client has notified the Company of this, and the Company has agreed to perform the Services in respect of that data (being under no obligation to do so); and
  - (v) the Company will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
- (b) The Client agrees at all times to indemnify and hold harmless the Company and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 10.2(a).

## 10.3 PRIVACY

- (a) As part of your Booking information you will need to provide us with personal information such as name, email address, telephone number, passport number and other identifying information. We may also need to collect special category information that you provide such as health and medical information, details of any disabilities, or religion.
- (b) The information we collect from you will be stored, used and disclosed in accordance with our Privacy Policy, which may be found on our website. You agree to be bound by the terms of our Privacy Policy.

## 11 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement or a Booking are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Package Travel Regulations.

## 12 LIMITATION OF LIABILITY

- (a) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (b) (**Limitation of liability**) Subject to clause 12(f) and to the maximum extent permitted by applicable law, the maximum aggregate liability of the Company to the Client in respect of loss or damage sustained by the Client under or in connection with this agreement is limited to the total Fees paid to the Company by the Client as at the date of the first event giving rise to the relevant liability.



- (c) **(Indemnity)** The Client agrees at all times to indemnify and hold harmless the Company and its officers, employees, agents and contractors ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees', agents' or contractors':
  - (i) breach of any term of this agreement; or
  - (ii) negligent, fraudulent or criminal act or omission.
- (d) **(Consequential loss)** The Company will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by the Company, except to the extent this liability cannot be excluded under consumer law or any other applicable law.
- (e) **(Unfair contract terms)** To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (f) **(Package Travel arranged by us)** In accordance with the Package Travel Regulations, if we have arranged a package for you and the travel arrangements are not performed with reasonable skill and care we will make good those arrangements or pay you appropriate compensation. Our liability in respect of packages arranged by us, except in cases involving death, injury or illness, is limited to a maximum of three times the cost of your package travel arrangement. We will be liable to pay you only in situations where you have received no benefit from the Travel Package and there has been a complete failure in the provision of the Services. Any amounts you receive from travel service providers or travel insurance will be deducted from any sum paid to you as compensation by us.

## 13 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). For the Company, the email address for notice is [info@plannatravel.com](mailto:info@plannatravel.com). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,
 whichever is earlier.

## 14 DISPUTE RESOLUTION

- (a) If you have a complaint, please email [info@plannatravel.com](mailto:info@plannatravel.com) within 28 days of returning home from your trip. We will endeavour to resolve the issue or concern within 14 days from the date of receipt of the complaint.
- (b) If the complaint cannot be resolved within the time period mentioned above, a party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (c) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (d) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith.
- (e) If the dispute is not resolved within a period of 28 days (or such other period as agreed by the parties in writing) after the date of the notice, then the parties will attempt to settle it by mediation in good faith in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure (**Model Procedure**) and the mediation will start, unless otherwise agreed in writing between the parties, within 60 days of one party issuing a request to mediate to the other party.
- (f) Unless otherwise agreed in writing between the parties, the mediator will be nominated by CEDR.
- (g) The mediation will take place in London and the language of the mediation will be English. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with, the substantive laws of England.
- (h) If the dispute is not settled within 60 days of the commencement of the mediation or within such further period as the parties may agree in writing, any party to the dispute may take legal proceedings to resolve the dispute.

## 15 ACCREDITATIONS

- 15.1 Unless otherwise agreed in writing, The Company retains the right to describe the services it provides to you, and reproduce, publish and display customer photographs and testimonials for marketing purposes, for example in their social media accounts and websites.

## 16 GENERAL

### 16.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

### 16.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

### 16.3 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

16.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

16.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

16.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

16.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

16.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

16.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

16.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

16.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(proper performance)** means the full, timely, and accurate fulfilment of a party's obligations in accordance with these Terms, carried out to the required or reasonably expected standard, and free from material defects, omissions, or delays that would amount to a breach;
- (g) **(reasonable skill and care)** means the use of the level of skill, care, and diligence that could reasonably be expected from someone providing similar services in similar circumstances;
- (h) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (j) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (k) (**includes**) the word "includes" and similar words in any form is not a word of limitation;
- (l) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (m) (**currency**) a reference to £, or "pound", is to British currency, unless otherwise agreed in writing.

## **Schedule 1            Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. The Company will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, The Company has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### **Key Rights**

- Travellers will receive all essential information about the Travel Package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent. Our emergency phone number will be included with your tickets and final documents.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. The Company has taken out insolvency protection with Travel Trust Association. Travellers may contact this entity or, where applicable, the competent authority (The Travel Trust Association, St Andrews House, West Street, Woking, Surrey, GU21 6EB, [enquiries@thetravelnetworkgroup.co.uk](mailto:enquiries@thetravelnetworkgroup.co.uk), 01483 545780) if services are denied because of The Company's insolvency.