

FURLONGS TRAVEL

STANDARD TERMS & CONDITIONS

YOUR CONTRACT is with Richard and Dawn Furlong LLP, an incorporated Limited Liability Partnership trading as Furlongs Travel.

1. **Your Holiday Contract** - 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. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Island if you wish to do so. If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us within 10 days of our confirmation date. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

2. **Your Financial Protection** - When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with 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 payment 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, a travel agent (or your payment 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.

3. **Your Holiday Price:** (a) We reserve the right to alter the prices of any of the holidays shown in our brochures. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. (b) When you make your booking you must pay the deposits shown in the applicable brochure. The balance of the price of your travel arrangements must be paid at least 90 days before your departure date. If the deposits and/or balance are not paid in time, we may cancel your travel arrangements. If the balance is not paid in time we shall retain your deposits. (c) Changes in the cost of airfares, fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates relevant to the package mean that the price of your travel arrangements may change after you have booked. Holidays scheduled for departure after the March 2019 Brexit date are subject to increased costs due to potential extra costs resultant from transitional or final Brexit arrangements between the UK and EEC. For instance, if the EEC open-skies agreement ceases, and we have to pay additional airline costs or seek alternative flights. However there will be no change in your holiday cost within 30 days of your departure. We will also absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes 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 10% 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 (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

4. **If You Change Your Booking** - If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, 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 person who made the booking. You will be asked to pay any further cost we incur in making this alteration and 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. Note: Certain travel arrangements cannot be cancelled or changed after a reservation has been made and any cancellation or alteration could incur a charge of up to 100% of the applicable arrangements. Amongst other arrangements, flight bookings are often subject to such cancellation and amendment terms.

5. **If You Cancel Your Holiday** - You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. **If We Change or Cancel Your Holiday** - It is unlikely that we will have to make changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. In accordance with EU regulations we are required to advise you of the actual carrier operating your flights/connecting flights/transfers. We do this by listing carriers likely to be used as follows (Brexid agreement permitting): Alaska 2020: BA, Alaska Airlines. Danube & Prague 2019: BA. Northwest Passage: Air Canada, BA, Alaska Airlines. Peru 2019: BA, LAN. Spitsbergen 2019: BA, Scandinavian Airlines, Norwegian Air Shuttle. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor 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 standard. If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

IF WE MAKE A MAJOR CHANGE: Compensation paid to you depends on how far in advance of departure we notify you:-

More than 90 days:	No compensation.
90 to 61 days:	£25.
60 to 31 days:	£50.
30 to 0 days:	£100.

IF WE CANCEL YOUR HOLIDAY: Compensation paid to you depends on how far in advance of departure we notify you:-

More than 90 days:	Amount you have paid.
90 to 61 days:	Amount you have paid + £25.
60 to 31 days:	Amount you have paid + £50.
30 to 0 days:	Amount you have paid + £100.

IF YOU CANCEL YOUR HOLIDAY

The amount of cancellation charge depends on how far in advance of departure you notify us:-

More than 90 days:	Deposit only.
90 to 61 days:	50% of the holiday costs.
60 to 31 days:	75% of the holiday costs.
30 to 0 days:	100% of the holiday costs.

For some tours, where suppliers require irrevocable commitment, cancellation fees may be higher. These will be outlined in the tour details and shown on your confirmation. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and consequences, natural/nuclear disaster, fire, adverse weather conditions. NB: Please note, in the event our tour is cancelled, curtailed or amended, whatever the cause, we are regrettably not able to compensate you for any expenses that you have incurred independently in addition to our invoiced tour cost, for instance travel insurance premiums, additional accommodations, connecting flights, and other travel costs. Brexit note: Holidays scheduled to operate after the March 2019 Brexit date are subject to any new or transitional regulations, including changes to the open-skies

aviation agreement that may affect flights.

7. **If You Have A Complaint** - If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) AND our local 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 Richard Furlong at Furlongs Travel, 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. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative 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 contract.

8. **Our Liability to You** - If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to (a) The contractual terms of the companies that provide the transportation and/or services for your travel arrangements. These terms are incorporated into this contract; and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our office. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6 and 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

9. **Personal Injury Unconnected With Your Booked Travel Arrangements** - If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

10. **Passport, Visa and Immigration Requirements** - Passport, Visa 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.

11. Please review the UK Government Foreign Travel Advice for the countries you propose to visit, for guidance on entry requirements, local laws and customs, health, travel advice, help and support: www.gov.uk/foreign-travel-advice

12. We reserve the right at our absolute discretion to terminate without notice the holiday arrangements of any customer whose behaviour is such that it does or is likely, in our opinion, or the opinion of any airline pilot, accommodation owner or manager, their servants or agents or any other person in authority, to cause distress, damage, danger or annoyance to any of our other customers, employees or to any other person or to cause damage to property. In these circumstances, all our obligations to you under this contract cease forthwith, full cancellation charges apply and we shall not be liable for any refund, compensation or costs incurred by you whatsoever. These rules also apply if you are prevented from travelling because in the opinion of any person in authority you appear to be unfit for travel or likely to cause discomfort or disturbance to other passengers.



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FURLONGS TRAVEL IMPORTANT INFORMATION

TRAVEL ADVICE

The UK Government produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. For further information please visit ...
<https://www.gov.uk/foreign-travel-advice>

HEALTH

For information on vaccination requirements, health outbreaks and general disease protection and prevention, please visit ...
<https://travelhealthpro.org.uk>
www.fitfortravel.nhs.uk

TRAVEL INSURANCE

It is a condition of booking that you have adequate travel insurance to protect yourself against curtailment and cancellation charges, medical expenses, and other potential holiday losses and liabilities. Whichever insurance arrangements you choose, please check you have sufficient cover for your holiday booking in respect of the destination, holiday cost, guest age and any pre-existing medical conditions. We recommend that you take out travel insurance as soon as you book your holiday to ensure you are covered for every eventuality. In due course and prior to travel, we will ask for your insurers' name, insurance certificate number and your insurer's 24-hour medical helpline number. This will allow us to assist should you need medical attention while on holiday with us.

Should you while on holiday choose to take part in any activity (hot air ballooning, white-water rafting, snowmobiling, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that cover is provided under the terms of your travel insurance. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. By signing such a document you may lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

EHIC / BREXIT

Some insurers exclude or limit medical cover for European destinations due to the EHIC reciprocal healthcare arrangements that exist as a result of our membership of the EEC. Post-Brexit it is not yet certain whether reciprocal arrangements will remain in place, so if you are booking a European holiday for travel after 28th March 2019, please check your insurance cover carefully. In the meantime, you should note an EHIC is not an alternative to travel insurance. EHIC will not cover any private medical healthcare or the cost of things such as repatriation to the UK or lost or stolen property. It is also important to note that each country's healthcare system is slightly different, so the EHIC might not cover everything that would be generally free on the NHS. It is therefore important to have both an EHIC card and private travel insurance when travelling in Europe until Brexit date. After that, we'll have to wait and see. For the current details please see <https://www.ehic.org.uk>.

PRIVACY POLICY

Our privacy policy is shown at <https://furlongs.co.uk/privacy>. It explains what data we collect, why it is collected, how the collected data is used, and your options and rights regarding the collection of your personal data. For the purposes of the Data Protection Act 1998, we are a data controller, and it is important for us to use your data only in accordance with your expectations and within the General Data Protection Regulation (GDPR), effective from May 2018. If you have any questions about our privacy policy, please feel free to contact us via email info@furlongs.co.uk or write to us at Furlongs Travel, Newhouse Farm, Tidebrook, East Sussex, TN5 6PA, UK. Please note, our privacy policy applies to Furlongs Travel services only. We do not exercise control over any websites linked from within our website. Please note, our privacy policy may change from time to time, but we will not reduce your rights without your explicit consent and we expect that most changes will be minor. Regardless, we will post any privacy policy changes on our website.

TWIN-SHARE ADDITIONAL CANCELLATION FEES

If you have booked this holiday alone (on a separate booking form) and asked for a twin-share arrangement, you and your twin-sharer need to be protected in the event that one of you has to cancel prior to the holiday departure date.

If you cancel your holiday prior to departure, you will lose the applicable tour cancellation fees plus the difference between the twin-share and single occupancy tour price for your chosen package. At no stage will you be charged cancellation fees totalling more than your total invoiced tour cost. If you have to cancel and incur cancellation fees, please note your travel insurance policy should refund you if you have a valid claim.

FURLONGS TRAVEL CONTACTS

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info@furlongs.co.uk

Furlongs Travel air holidays and flights are protected by the Civil Aviation Authority, ATOL number is 3710.

Furlongs Travel is a trading name of Richard and Dawn Furlong LLP registered in England and Wales under number OC386556.

