

# FURLONGS TRAVEL

## BOOKING 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 credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, a 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.

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 fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However there will be no change 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 upgrades and individual flight itineraries 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 7. 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 flight/connecting flight/transfer. We do this by listing carriers likely to be used as follows: Danube & Prague 2019: BA. New York, New England, Nova Scotia 2018: United Airlines, Air Canada. Peru 2018/2019: BA, LAN, Rhine and Moselle 2018: BA. 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 additional 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 regretfully 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.

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](http://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

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### 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 visit: <https://travelhealthpro.org.uk>  
[www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk)

### TRAVEL INSURANCE

It is strongly recommended you have insurance for your holiday bookings to ensure you are covered for the costs and expenses of unexpected cancellation, illness and losses. To book any of our holidays outside the UK it is a condition of booking that you have adequate travel insurance including medical cover and repatriation. We recommend Holiday Extras Travel Insurance which is underwritten by AGA International SA and administered by Allianz Global Assistance. The supplier failure cover included in Holiday Extras Travel Insurance is underwritten by certain underwriters at Lloyds and is provided by International Passenger Protection Limited. To arrange Holiday Extras Travel Insurance please ring Holiday Extras direct on 0800 083 8746 and quote WZ679 or use the link from <https://www.furlongs.co.uk/general/travel-insurance>.

As an alternative you are welcome to arrange your own insurance so long as it offers adequate cover for the holiday you have chosen. Prior to the holiday departure please ensure the details of your Holiday Extras Travel Insurance or your alternative policy are confirmed to Furlongs Travel. The details we need are the certificate number and 24-hour medical help-line telephone number. These details may enable us to help you while on holiday.

Should you while on holiday choose to take part in any activity (e.g. 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 well 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.

Please note, if you are travelling in Europe, the European Health Insurance Card - EHIC - will allow access to the same state-provided healthcare as a resident of the EU country you are temporarily visiting. However it is not an alternative to travel insurance. The 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 overseas. For more details we see <https://www.ehic.org.uk>.

### DATA PROTECTION STATEMENT

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.). Your data controller is Richard Furlong. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We may make a small charge for providing this to you. Marketing - We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please let us know.

### OUR PRIVACY POLICY

Furlongs Travel is Committed to Protecting Your Privacy. We let you know what information we collect, why we collect it, and how we safeguard it. Our Privacy Policy aims to make these things clear so that you can make informed choices about how to interact with us and our website. If you have any questions about this Privacy Policy, please feel free to contact us via email [info@furlongs.co.uk](mailto:info@furlongs.co.uk) or write to us at Furlongs Travel, Newhouse Farm, Tidebrook, East Sussex, TN5 6PA, United Kingdom.

Information that we collect and how we use it: We provide a lot of material that does not require you to register or provide any personal information to us. However, in order to provide our full range of services, we may collect some personal information like email address and phone number.

Other websites: This Privacy Policy applies to Furlongs Travel services only. We do not exercise control over any websites linked to from within our website.

Choices for Personal Information: When you submit a form with us, we ask that you provide some personal information. If we use this information in a manner different from the purpose for which it was collected, then we will ask for your consent prior to such use. If we propose to use personal information for any purposes other than those described in this Privacy Policy and/or in the specific service privacy notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Privacy Policy, unless we have obtained your prior consent. Furlongs Travel processes personal information on our servers in the United Kingdom.

Information Sharing: Furlongs Travel only shares personal information with other companies or individuals outside of Furlongs Travel in the following limited circumstances: We provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures. In such instances, the information may be stored outside of the European Union. We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent or otherwise address fraud, security or technical issues or (d) protect against imminent harm to the rights, property or safety of Furlongs Travel, its users or the public as required or permitted by law. If Furlongs Travel becomes involved in a merger, acquisition or any form of sale of some or all of its assets, personal information will be transferred and becomes subject to a different privacy policy.

Information Security: We restrict access to personal information to Furlongs Travel employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data Integrity: Furlongs Travel processes personal information only for the purposes for which it was collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to make sure that we only collect, store and process the personal information needed to provide or improve our services. We take reasonable steps to make sure that the personal information we process is accurate, complete and current, but we depend on our users to update or correct their personal information whenever necessary.

Changes to this Privacy Policy: Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent and we expect that most changes will be minor. Regardless, we will post any Privacy Policy changes on our website.

*Furlongs Travel is a trading name of Richard and Dawn Furlong LLP registered in England and Wales under number OC386556. Furlongs Travel air holidays and flights are protected by the Civil Aviation Authority. Our ATOL number is 3710. Our address is Furlongs Travel, Newhouse Farm, Tidebrook, East Sussex, TN5 6PA.*

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