

# Booking conditions

Once you have decided on the holiday you require, please carefully read the following conditions as these form the basis of your relationship with Cox & Kings Travel Limited (Cox & Kings or 'us') and with any supplier with whom you have a direct contract. Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you or, where we act as agent as set out below, arrange for you. All references in these booking conditions to 'holiday', 'booking', 'contract', 'package', 'tour' or 'arrangements' mean such holiday arrangements unless otherwise stated. In these booking conditions, 'you' and 'your' means all persons named on the booking (including anyone who is added or substituted at a later date).

## 1) YOUR CONTRACT

(a) If you book only one type of arrangement with Cox & Kings (for example a hotel only or cruise only), Cox & Kings acts only as a booking agent for the supplier of that arrangement (for example the hotel or cruise provider). Your contract for that arrangement will be with that supplier (in these conditions referred to as the 'Third Party Supplier') and not Cox & Kings. The Third Party Supplier's own terms and conditions (copies available on request) will apply to that contract in addition to the applicable parts of these conditions.

(b) In all other cases your contract will be with Cox & Kings.

(c) 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.

## 2) PAYMENT AND CONFIRMATION

(a) You must send us a fully completed booking form together with a deposit of £150 per person or 15per cent of your total holiday cost (whichever is greater) together with any applicable insurance premium (or evidence of alternative cover) (see clause 5) and any applicable visa fees (see clause 11(a)). If you book less than 8 weeks before departure, full payment must be sent with your booking form. Where we act only as agent (see clause 1(a)) you will be advised of the applicable deposit and payment timetable at the time of booking.

(b) On receipt of your completed booking form and the applicable payment, and providing your requested holiday is available, Cox & Kings will issue a confirmation invoice, and it is at this stage that a binding contract comes into existence between you and Cox & Kings or between you and the Third Party Supplier, as applicable. Please note, though, that if you book a tailor-made itinerary or an extension to a brochure tour, your accommodation, flights etc. will only be requested by Cox & Kings once your booking form together with a deposit has been received. Your confirmation invoice, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights etc. which are still on request and not confirmed at the time the confirmation invoice is issued.

(c) Once payment has been made, any subsequent request to have that payment refunded and to pay by an alternative means may require you to pay an administration fee.

(d) It is your responsibility to check the confirmation invoice and any other documents we send you carefully and to let Cox & Kings or your travel agent know immediately in the event of any error or inaccuracy as it may not be possible to make changes later. Where we act only as agent for a Third Party Supplier we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

(e) The balance of the cost of your arrangements is payable not less than 8 weeks prior to departure, unless you are informed otherwise. If all payments (including any surcharge where applicable) are not received on time, we (or we acting as agent for the Third Party Supplier where applicable) are entitled to assume that you wish to cancel your booking and will retain the deposit paid. If we do not cancel straightaway because you promise to make payment but you still fail to do so, you must pay the cancellation charges shown in clause 9 depending on the date we (or we acting as agent for the Third Party Supplier where applicable) reasonably treat your booking as cancelled by you.

(f) (1) Travel documents will be sent approximately 2 weeks before departure (Third Party Suppliers' policies may vary) unless your booking is made within 6 weeks of departure, in which case final documents will be sent as soon as possible, made available for collection or sent by courier upon the payment of a fee. Non-UK residents may incur an additional delivery charge. (2) For some countries you will be handed your internal flight/train/hotel vouchers by your tour manager/Cox & Kings representative on arrival at your destination.

(g) Cox & Kings has included in the relevant prices all government taxes which do not have to be paid locally. Those that have to be paid locally by you are extra and are your responsibility (such as international airport departure tax).

## 3) SPECIAL REQUESTS / MEDICAL PROBLEMS / DISABILITIES

Where special requests for flight seats, room/cabin allocation, diet considerations etc. are required Cox & Kings must be made aware of these in writing at the time of booking. Whilst every effort will be made to pass these requests on to the suppliers concerned (or Third Party Suppliers where applicable), we cannot guarantee they will be met. Where special requests for flight seats are passed on by Cox & Kings to an airline, the confirmation of seat numbers is at the discretion of the airline.

Confirmation that a special request has been noted or passed on to the supplier / Third Party Supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide us with full details before booking so that we can advise as to the suitability of the chosen arrangements. In any event, we must be given full details in writing at the time of booking and whenever any material change in the disability or condition occurs. You must also advise us in writing if any such disability or condition develops after your booking has been confirmed. If we / any supplier / any Third Party Supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we / we reserve the right to decline the booking or, if full details are not given at the time of booking and we / any supplier / any Third Party Supplier reasonably feel unable to properly accommodate the particular needs, cancel when we become aware of these details.

## 4) YOUR TRAVEL AGENT

(a) Any travel agent through whom you make a booking will relay information from you to us and vice versa. Cox & Kings is neither responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent that did not originate from Cox & Kings.

(b) Any money you pay to one of our authorised travel agents for your booking will be held by the travel agent on behalf of Cox & Kings / the Third Party Supplier (as applicable) until it is paid to us.

## 5) INSURANCE

It is a condition of booking with us that you take out insurance at the time of, or prior to, making your booking. If you do not purchase the policy we offer you must purchase an appropriate alternative, and let us have the details of this at the time of booking. If you purchase insurance through Cox & Kings you must notify us of relevant factors that may affect your particular requirements for cover such as pre-existing medical conditions / disabilities. If you do not purchase insurance through us it is your responsibility to ensure that you purchase a policy that provides cover equivalent to that which we offer.

Cox & Kings cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify Cox & Kings of factors affecting your particular requirements for cover. Insurance premiums should be paid at the time of booking and are non-refundable. Non-European Union residents should obtain equivalent insurance cover in their country of residence. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

## 6) ALTERATION BY YOU

(a) If you wish to make any amendments to your holiday after the confirmation invoice has been issued, you must inform us in writing and we will do our best to help. Please note

however that if you (i) change to a different departure date, cruise or destination or (ii) change your booking less than 8 weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 9 (except as set out in 6(c) below). In the event a change can be made, you must pay all costs and charges incurred or imposed by any of our suppliers (or Third Party Suppliers where applicable) together with an amendment fee of £35 per alteration per booking before the change can be made.

(b) If you wish to change any aspect of your holiday after it has commenced, Cox & Kings and/or their agents will do their best to assist, subject to you being responsible for any cancellation charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Cox & Kings and/or their agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.

(c) If you wish to transfer your place on your booking to another person (introduced by you), you may do so provided the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £35 to cover our administration costs plus such amount as our suppliers (or Third Party Suppliers where applicable) will require to effect the change (if the transfer can be made). Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges must be paid by you before any change can be made.

## 7) CHANGES TO OR CANCELLATION OF YOUR ARRANGEMENTS BY US OR YOUR THIRD PARTY SUPPLIER

(a) This clause 7(a) applies only if your contract is with us.

Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings which we reserve the right to do.

Most changes are minor. Occasionally, we have to make a 'significant change'. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you (except between airports serving the same city or resort) and, in the case of cruises a radical change of itinerary.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options—

- (i) (for significant changes) accepting the changed arrangements or
- (ii) purchasing an alternative holiday from us (paying or receiving a refund in respect of any price difference) or
- (iii) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering to the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we have to cancel because the minimum number of persons required to operate your holiday has not been reached prior to the balance due date. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change that does not come within the definition of a significant change set out above. Although Cox & Kings will try to notify you of minor changes, it is not obliged to do so. Minor changes include (but are not limited to) the following: (1) Changes to the confirmed destinations for your holiday but not all of them; (2) Changes in the scheduled date and time of arrival or departure provided that, where necessary, hotel accommodation and reasonable sustenance for the period in question is provided to you at no additional charge; (3) Substitution of a named Lecturer and/or Leader for another knowledgeable expert in the same field.

All group holidays with Cox & Kings require a minimum number of bookings before they will operate. If an insufficient number of people have booked to make your holiday arrangements financially viable so that we have to cancel, we will inform you no later than 8 weeks before your departure date. In this case, you will be offered the options set out above but no compensation will be payable.

Period before departure a significant change

Compensation or cancellation is notified to you	per person
More than 56 days	£10.00
43–56 days	£15.00
42–29 days	£20.00
28–15 days	£30.00
14–0 days	£40.00

If, after you depart, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, Cox & Kings will make suitable alternative arrangements for the continuation of the package at no extra cost to you and will, where appropriate and provided the change in your arrangements has not been caused by force majeure (see d 8), compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because Cox & Kings neither owns, manages nor controls the accommodation / transportation that it uses, it is possible that Cox & Kings may be advised that your reserved accommodation is not available when you arrive at your destination. In this event, Cox & Kings will endeavour to secure accommodation of at least the same standard in that destination. If only accommodation of a lower standard is available Cox & Kings will refund the difference between the prices of the accommodation booked and that received, and will pay £30 per person for any inconvenience caused. This amount will be paid on your return from holiday.

(b) This clause 7(b) applies if your contract is with a Third Party Supplier.

If the Third Party Supplier changes or cancels your booking we will pass on the new details to you together with any compensation that the Third Party Supplier may offer. As agent only for the Third Party Supplier we cannot accept any liability for any changes or cancellations made to these bookings.

## 8) FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, neither we nor any Third Party Supplier can accept liability or pay any compensation where the performance or prompt performance of or the Third Party Supplier's contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 12(a)(2) below) as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which we / the supplier of the service(s) in question / the Third Party Supplier could not, even

with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside the control of the party concerned.

## 9) CANCELLATION BY YOU

Should you wish to cancel your booking you must notify Cox & Kings or your travel agent (as applicable) in writing. Such notification will only be deemed to have been given on receipt of your letter, since we can only act on receipt. Please state the reason for your cancellation as you may be covered by your insurance policy. Claims must however be made direct to your insurance company.

The following cancellation charges will apply. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable.

Days before departure notification received	Amount of cancellation charges as a per cent of total tour cost
More than 56 days	Deposit
56 to 29	40per cent
28 to 15	60per cent
14 to 08	75per cent
07 to 04	90per cent
03 to day of departure or later	100per cent

No allowance or refund can be made for meals, rooms, excursions etc., included in the price of your tour but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers. Part cancellation of a booking may result in increased costs for the remaining party members.

## 10) PRICES

Prices are based upon the known costs and exchange rates of GBP£1 = US Dollar 2.00, India Rupee 85.53, Japanese Yen 213.11, HK Dollar 15.63, Thai Baht 66.76, Malaysian Ringgit 6.49, ZA Rand 15.14, Australian Dollar 2.05, New Zealand Dollar 2.63, Euro 1.26, Arab Emirates Dirham 7.36 and Moroccan Dirham 14.42, (as quoted in the Financial Times world value of the pound table on 22 July 2008). For all exchange rates not mentioned, the rate of exchange of the US dollar applies.

Where your contract is with Cox & Kings then once the price of your chosen holiday has been confirmed at the time of booking, we will only change it in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2per cent of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10per cent of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 7(a). In either case there will be an administration charge of £1 per person together with an amount to cover any travel agent's commission. Although insurance (where purchased through us) does not form part of your contract with us or of any 'package', we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/lose or transfer your policy in the event of cancellation or purchase of an alternative holiday. 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. A refund will only be payable if the decrease in our costs exceeds 2per cent as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be payable within this period either.

Where your contract is with a Third Party Supplier, as we act only as agent, we must pass on to you in full all additional costs and charges of whatever nature imposed by the Third Party Supplier in accordance with its own terms and conditions.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed.

Occasionally our holiday prices are discounted for a limited period for promotional purposes. Discounts cannot be applied retrospectively to reduce the price of a confirmed booking.

## 11) YOUR RESPONSIBILITIES

(a) Visas: General information concerning visa requirements applicable to British Citizens is set out in our Documents and Health section. We will notify you of any changes to visa requirements applicable to British Citizens who hold a full British passport which occur before your confirmation invoice is issued but please note that further changes could take place before you travel. You must check the up to date requirements in good time before departure. Cox & Kings will be happy to make any necessary visa applications on behalf of British Citizens, provided applications are lodged at our offices at least 6 weeks prior to departure. We cannot however guarantee the granting of any visas, as this is a matter outside our control. If a visa is not granted then we cannot accept any liability for the consequences and reserve the right to pass on to you any costs incurred as a result, including cancellation charges.

(b) Passports: British Citizens require a full British passport (valid for at least 6 months beyond the end of your holiday) for the holidays we offer. Please see our Travellers Advice section for full details, or seek the advice of our travel consultants. Please note: requirements may change and you must check the up to date requirements in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Please also see clause (d) below.

(c) Health: Recommended and mandatory inoculations for travel are set out in our Documents and Health section. We will notify you of any changes in these that occur before your confirmation invoice is issued. However, further changes may occur at any time and you should consult your doctor in good time before you depart. Health requirements for your holiday destination are outlined in the Department of Health leaflet entitled 'The Travellers Guide to Health' (T7), available from ABTA travel agents, most post offices, by telephone on 0870 1555455 or via the Department of Health website www.dh.gov.uk.

If you have any medical condition / disability that may affect your ability to enjoy and pursue fully your arrangements you must notify us in accordance with d 3. Cox & Kings reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday.

(d) Documents: It is your responsibility to ensure that all members of the party are in possession of all necessary travel and health documents and have all necessary vaccination certificates before departure. All costs incurred in obtaining such documentation or vaccinations / certificates must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or have the correct vaccinations/certificates. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. If you are refused a visa we cannot accept any liability. If you are unable to travel as a result you will be liable to pay our normal cancellation charges. You are also responsible for ensuring that you and every member of your party has adequate travel insurance (see clause 5 above).

(e) Behaviour: You must not behave in a way that may cause distress or annoyance to others or which may cause danger or damage to property. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not known at the time) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport or cruise providers, or if you are evicted from a hotel at the discretion of the hotel management, we will not refund any portion of the cost of your holiday, nor will we have any further responsibility towards you including the provision of any return travel arrangements or pay you any compensation whatsoever. If we incur any expense as a result of your behaviour, you will be obliged to reimburse us for that expense.

(f) Travel advice: For up to date travel advice from the UK Government, visit [www.fco.gov.uk/knowledgeforum](http://www.fco.gov.uk/knowledgeforum).

## 12) OUR LIABILITY

This clause 12(a) does not apply where your contract is with a Third Party Supplier  
 (a) (1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday which were unforeseeable or unavoidable or 'force majeure' as defined in clause 8.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel, cruise provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 16 "Excursions/Representatives and Agents". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract—and the laws and regulations of the country in which your claim or complaint occurred—will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for certain claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,500 per person affected unless a lower limitation applies to your claim under this clause or clause 12(a)(6) below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is a refund of the cost of the holiday (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, a refund of any directly attributable expenses incurred by that person and a daily sum of £72 per person unless a lower limitation applies to your claim under clause 12(a)(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail, sea or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is, except as otherwise expressly set out in the booking conditions, the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and the Berne Convention for travel by rail). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. You are not entitled to make any claim against us which concerns or is based on any travel arrangements provided by any air, rail, sea or road carrier or any hotel if such a claim is not expressly permitted to be brought against the carrier or hotel by the International Convention or Regulation which applies to the travel arrangements in question. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

NB. The Athens Convention limits the maximum amount the carrier has to pay if found liable in the event of death or personal injury. This limit for UK carriers is presently approximately £250,000.00 per person. The Athens Convention also limits the maximum amount the carrier has to pay if found liable in the event of loss or damage to luggage and also makes provision for valuables. The maximum the carrier would have to pay you if found liable for any damage, delay or loss in respect of cabin luggage under The Athens Convention is currently approximately £680.00 per guest. Once on board ship, all valuable and important items should be deposited with the purser or in the mini-safe in your cabin if available. The carrier cannot accept any responsibility or liability for any valuable or important items, which are not deposited with the purser for safekeeping. For items which are deposited with the purser for safekeeping, the maximum the carrier would have to pay you if found liable for any item(s) lost or damaged (for any reason) whilst deposited is the maximum which is payable under The Athens Convention in this situation (currently approximately £980.00 per guest).

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning

your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 14 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(b) Clauses 12(b) (1) and (2) below apply only if your contract is with a Third Party Supplier.

(1) As we act only as an agent for the Third Party Supplier concerned we accept no liability in relation to the arrangements provided by that Third Party Supplier or for the acts or omissions of the Third Party Supplier concerned. The terms and conditions of the Third Party Supplier will apply to your contract (copies available on request from us).

(2) However, in the event that we are found liable in respect of any Third Party Supplier arrangements on any basis whatsoever, we are entitled to rely on the limitations and exclusions of liability and defences set out in clause 12(a). We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

## 13) TRANSPORTATION

Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. Cox & Kings does not have any liability to you for any delays that may arise. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flight\\_well\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flight_well_en.htm).

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm flight timings. The flight timings shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched—we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 7 will apply.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment against the airline under EC Regulation No 261/2004—the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

## 14) COMPLAINTS AND PROBLEMS

If you have a complaint about any of the holiday arrangements booked with or through Cox & Kings, you must tell the relevant supplier / Third Party Supplier straight away. You must also tell Cox & Kings' local representative or agent on site immediately (if available) or use the Cox & Kings emergency contact telephone number with which you will be supplied before your departure. That number will put you in contact with one of our employees who will take all reasonable steps to help you. It is only if you do this that Cox & Kings has the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced. Baggage is deemed to have been delivered undamaged to you unless Cox & Kings receives written notice in the case of apparent damage immediately upon arrival or re-delivery. If your contract is with a Third Party Supplier, as we act only as agent we cannot accept any liability for the arrangements provided by that Third Party Supplier. Any assistance provided in resolving a complaint in relation to any bookings of this type is provided on a goodwill basis and in our capacity as agent.

## 15) ARBITRATION

If you have a complaint please write to us within 28 days of your return to the United Kingdom. Your complaint will be investigated and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that we do not reach an amicable settlement, the dispute, if you so wish and subject to the Note below, may be referred to arbitration under a special scheme devised by the Association of British Travel Agents but administered quite independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on the basis of documents alone, with restricted liabilities on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website [www.abta.com](http://www.abta.com).

Alternatively, AITO's Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and amicable solution. Whichever option you choose, neither scheme applies to claims for an amount greater than £5,000 per person or £25,000 per booking form, or to claims which are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness.

Note: If your contract is with a Third Party Supplier and not us it may not be possible for any dispute arising out of or in connection with the contract to be referred to arbitration under the schemes mentioned above.

## 16) EXCURSIONS / SUPPLIERS TERMS AND CONDITIONS

(a) The information contained in our brochure is correct to the best of our knowledge at the time of the brochure going to print. We may provide you with information (in our brochure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 12(a) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

(b) Many of the services which make up your holiday are provided by independent suppliers.

Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 12(a)(6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 17) FINANCIAL SECURITY

We are a member of the Association of British Travel Agents (ABTA number V2999). We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com>.

We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2815). The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 2815) administered by the Civil Aviation Authority. When you buy an ATOL protected air holiday package or flight\* from us you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2815. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. \*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our air holiday packages includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). If you have a contract with us for arrangements which do not include a flight(s), ABTA will financially protect your holiday in the same way except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection. Please note, our ATOL and ABTA membership does not protect bookings where we act only as agent.

## 18) LAW

Your relationship (and any contract you may have) with Cox & Kings or with any Third Party Supplier and any dispute or other matters arising from it shall be governed by and construed in accordance with English law. We both agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question and you wish to use it—see clause 15) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## DATE OF ISSUE SEPTEMBER 2008

### DATA PROTECTION STATEMENT

For the purposes of the Data Protection Act 1998, we are a data controller. Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your arrangements / any Third Party Supplier / any other third party (including banks and/or credit card issuers) who needs to know them so that your holiday can be provided. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. These third parties may be outside the EU, Norway, Iceland or Liechtenstein where controls on data protection may not be as strong as the legal requirements in this country / the European Economic area. 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 personal information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making your booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.



**ABTA**  
 ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration service available to you if you have a complaint, contact ABTA, 68-71 Newman Street, London W1T 3AH Tel: 020 7637 2444 or [www.abta.com](http://www.abta.com)

The above applies only to services supplied by Cox & Kings Travel Limited and does not apply to services featured in this brochure which are provided by any Third Party Supplier where you enter into a contract with the Third Party Supplier.



### THE AITO QUALITY CHARTER

AITO is an association of independently minded companies specialising in particular areas or types of holiday and sharing a common dedication to high standards of quality and personal service. AITO defines 'quality' as 'providing a level of satisfaction which, based upon the holiday information provided by the tour operator, aims to meet or exceed a customer's reasonable satisfaction, regardless of the type of holiday sold or the price paid'.  
 The Association Of Independent Tour Operators

### THE QUALITY ALTERNATIVE THIS IS HOW WE AIM TO ACHIEVE IT

Accurate Brochures: AITO members ensure that their brochures clearly and accurately describe the holidays and services offered.  
 Product Improvements: AITO members listen to their customers and welcome suggestions for improving standards. All customers receive a post-holiday questionnaire.  
 Professional Service: AITO members are committed to high standards of personal service, maintained by the thorough training of employees.  
 Financial Security: AITO takes care to ensure that all members comply with current UK Government Regulations regarding the protection of clients' money.  
 Exclusive Membership: AITO has strict membership criteria that must be satisfied before new companies are allowed to join. All members must adhere to a rigorous Code of Business Practice that governs their operational conduct.  
 Environmental Issues: AITO is committed to raising the level of environmental awareness within the industry.  
 In the unlikely event that a dispute between an AITO member and customer cannot be resolved amicably, AITO's low cost Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and acceptable conclusion.