

COX & KINGS
— EST  1758 —

BOOKING CONDITIONS

EXPERIENCE  ADVENTURE

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', 'we', 'our' 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 Cox & Kings in the UK (whether directly or through one of our authorised travel agents) 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 and 'departure' means the start date of those arrangements. In these booking conditions, 'you' and 'your' means all persons named on the booking or any of them as applicable (including anyone who is added or substituted at a later date).

1) YOUR CONTRACT

(a) If you book only one type of service with Cox & Kings (for example hotel(s) only or cruise only) and unless otherwise advised at the time of booking, Cox & Kings acts only as a booking agent for the supplier of that service. Your contract for that service 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 the person who makes the booking guarantees that they have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

2) BOOKING, PAYMENT AND CONFIRMATION

(a) You may book by post, telephone, via our website or through one of our authorised agents. All bookings are subject to our booking conditions. The person who makes the booking must confirm acceptance of our booking conditions on behalf of all persons named on the booking. We will communicate with you by email in relation to your booking (including sending you documents such as your confirmation invoice) if you book online or otherwise provide us with an email address. You must accordingly check your emails on a regular basis and should print and retain hard copies of all confirmation documents, e-tickets and other important communications. We will contact you by telephone and / or post if you do not provide us with an email address or we cannot, for whatever reason, contact you by email. Certain documents may need to be sent by post. References in these booking conditions to 'send' and 'in writing' include communication by email and via our online booking facility where applicable. You may contact us by email for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All emails should be sent to: sales@coxandkings.co.uk.

(b) A minimum deposit of £250 per person or 15% of your total holiday cost (20% for Australasia), whichever is greater,

and any applicable visa fees (see clause 11(a)) must be paid at the time of booking. For some holidays, a higher deposit will be payable or it may be necessary to make full payment at the time of booking. This is usually the case where full payment for certain services, such as your flight, has to be made immediately after your booking is confirmed in order to secure that service or the price quoted at the time of booking. Where full payment is required at the time of booking, 100% cancellation charges will also apply from confirmation of booking in the event that you subsequently cancel. If you book after the balance due date, full payment must be made at the time of booking. 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.

(c) Where you book over the telephone and we are in a position to confirm your booking, a binding contract between you and Cox & Kings or between you and the Third Party Supplier, as applicable, will come into existence when we verbally confirm your booking. All other bookings will be confirmed and a binding contract will come into existence when we issue a confirmation invoice. If you book private travel arrangements or an extension to a group tour, your accommodation, flights etc will only be requested by Cox & Kings once the payment due at the time of booking has been received. Your confirmation invoice will indicate your requested package cost and you will be advised of any accommodation, flights etc that are still on request and not confirmed at the time the confirmation invoice is issued.

(d) 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.

(e) 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.

(f) The balance of the cost of your arrangements is payable not less than eight weeks prior to departure, unless you are informed otherwise. If all payments 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 as the applicable cancellation charge in accordance with clause 9(a). 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(a) 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.

(g) (i) Providing full payment has been received, travel documents will be sent approximately two weeks before departure (Third Party Suppliers' policies may vary) except for late bookings, where 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. (ii) 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.

(h) Cox & Kings has included in the relevant prices all government taxes in the amount applicable at the time of booking that 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). You will be advised of the amount of any such locally paid additional taxes where known before your booking is confirmed.

3) REDUCED MOBILITY / MEDICAL CONDITIONS / DISABILITIES / SPECIAL REQUESTS

The information you are provided with about your holiday before you make your booking will include a general indication of the suitability of the holiday for someone with reduced mobility. However, reduced mobility means different things to different individuals as individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. If you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, please give us full details before booking so that we can provide you with precise information as to the suitability of the holiday taking into account your needs. We may ask you to confirm full details in writing. Please promptly inform us in writing in the event that any material change in your mobility, any disability or medical condition occurs after your booking has been confirmed. Where special requests for flight seats, room / cabin allocation, dietary considerations etc are applicable, Cox & Kings must be made aware of these in writing at the time of booking. While 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 except as set out below. 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. Special requirements we have accepted will be specifically confirmed as accepted on your confirmation invoice.

4) YOUR TRAVEL AGENT

(a) Any authorised travel agent of Cox & Kings through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these booking conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for Cox & Kings will be treated as receipt by us. However, Cox & Kings is not responsible for any advice given to you by your travel agent that did not originate from Cox & Kings.

(b) For flight inclusive bookings, all monies paid to any

authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

5) INSURANCE

It is a condition of booking that you have adequate insurance for your holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs, ensuring it covers all the activities you plan to undertake and protects you against cancellation, medical / repatriation expenses and personal liability claims. If you wish to arrange additional activities while you are away, please check your cover before doing so. Cox & Kings cannot be held responsible if you purchase an inadequate insurance policy. 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.

6) ALTERATION BY YOU

(a) If you wish to make any amendments to your holiday after it has been confirmed (see clause 2(c)), 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 eight weeks before departure, this will be treated as a cancellation of your original booking and the making of a new booking and you will be liable for the cancellation charges set out in clause 9 in respect of the original booking (except as set out in 6(c) below). In the event a change can be made and except where cancellation charges apply, 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 our agents will do its / their best to assist, subject to payment locally of all applicable charges and costs. (c) If you wish to transfer your place on your booking to another person (introduced by you), you may do so provided the person to whom you are transferring your place satisfies all conditions which form part of your contract with us. Requests for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by the name and other applicable details of the person who will replace you. In the event that the balance of the holiday cost is due but has not been paid when the transfer request is made, this must be paid before the transfer can be made. Any additional payment amount that our suppliers (or Third Party Suppliers where applicable) require to effect the change (if the transfer can be made) will be payable. Please note, 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) PRE-DEPARTURE CHANGES TO, OR CANCELLATION OF, YOUR ARRANGEMENTS BY US OR YOUR THIRD PARTY SUPPLIER

(a) Pre-departure Changes (this clause 7(a) applies only if your contract is with us).

Changes to confirmed holiday arrangements sometimes have to be made. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Insignificant changes are likely to include (but are not limited to) (1) changes to any destination(s), place(s) of stay or port(s) or place(s) of call for your holiday which is not a major, confirmed destination, place of stay or port or place of call; (2) substitution of a named lecturer and / or leader for another knowledgeable expert in the same field. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 3. In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible:

(i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so. If you choose to cancel your booking, we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 8).

(b) Pre-departure Cancellation (this clause 7(b) applies only if your contract is with us). Occasionally, it may be necessary to cancel confirmed holiday arrangements. In the event: (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 8) and we notify you of this as soon as reasonably possible; or (ii) we have to cancel because the number of persons who have booked the holiday on which you are travelling is smaller than the minimum number applicable to the holiday as stated in the contract and you are notified of the cancellation not less than 8 weeks before departure; we have the right to terminate your contract. In this situation, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. All group holidays, except those labelled as 'non-exclusive', require a minimum number of bookings before they will operate. We will inform you of cancellation for lack of minimum numbers as set out above.

(c) This clause 7(c) 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 the Third Party Supplier may offer. We cannot accept any liability for any changes or cancellations made to these bookings by the Third Party Supplier.

8) UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics, fire, airport, port or airspace closures, restrictions or congestion and flight restrictions imposed by any regulatory authority or other third party. Except where otherwise stated, we have no liability including for compensation, costs and expenses in such situations.

9) CANCELLATION BY YOU

Please note, clause 9(b) only applies where you have a contract with us for holiday arrangements which constitute a package.

(a) You may cancel your confirmed holiday booking at any time prior to departure. Should you wish to do so, you must notify Cox & Kings or your travel agent (as applicable) in writing. Such notification will only be effective on receipt. Cancellation charges will apply (as set out below unless you are otherwise advised at the time of booking) subject to clause 9(b). In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable for tailor-made holiday arrangements. For some bookings, including those for which full payment is required at the time of booking, 100% cancellation charges apply from confirmation of your booking. 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 visa charges and amendment charges which are not refundable.

Days before departure notification received	Amount of cancellation charges as a % of total tour cost
More than 56 days	Deposit(s) (inc any higher deposit)
56-29 days	50% or deposit(s) if higher
28-15 days	90%
14-0 days	100%

For Europe, the following applies:

Days before departure notification received	Amount of cancellation charges as a % of total tour cost
More than 70 days	Deposit(s) (inc any higher deposit)
70-29 days	50% or deposit(s) if higher
28-15 days	90%
14-0 days	100%

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 services that cannot be used due to lost, mislaid or destroyed travel tickets or vouchers. Part cancellation of a booking may result in increased costs for the remaining party members. Where applicable, we will recalculate the cost of the holiday and re-invoice you accordingly.

(b) Cancellation charges will not be applicable in the event that unavoidable and extraordinary circumstances occur in the place of destination of your holiday or its immediate vicinity which significantly affect the performance of the contracted holiday services or the carriage of passengers to that destination and as a result you notify us in writing prior to departure that you wish to cancel your holiday. In this situation, we will refund all monies you have paid to us within 14 days of the date you notify us in writing of your cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred.

(c) Where you have a contract with a Third Party Supplier, their terms and conditions, including cancellation charges, will apply in the event of your cancelling.

10) PRICES

Where your contract is with Cox & Kings, once the price of your chosen holiday has been confirmed at the time of booking, it will not change. Where your contract is with a Third Party Supplier, 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. 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 is set out in our Documents & Health section. This information assumes you are a British citizen with a British passport. If this is not the case, please inform us or your travel agent before making your booking so we can advise accordingly. We will notify you of any changes to such requirements (of which we are aware) that 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. You must apply for any required visa in good time. 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: A full passport (valid for at least six months beyond the end of your holiday) is required for the holidays we offer. Please see our Documents & Health section for full details or seek the advice of our travel consultants. Requirements may change and you must check the up-to-date requirements in good time before departure. A British citizen's passport presently takes approximately three to six weeks to obtain. If you are aged 16 or over and have not yet held a British passport, you should apply for one at least six

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. The time and process involved in obtaining other types of passports will vary. Please see our website for further information.

(c) Health: It is your responsibility to ensure you are aware of all recommended and required vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.travelhealthpro.org.uk. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. Recommended and mandatory inoculations for travel for British citizens are set out in our Documents & Health section. We will notify you of any changes in any health requirements (such as mandatory inoculations) that must be satisfied in order to gain entry into your holiday destination of which we become aware before your confirmation invoice is issued. However, further changes may occur at any time and you should check the up-to-date position in good time before you depart. If you have any medical condition / disability / reduced mobility that may affect your ability to enjoy and participate fully in your arrangements you must notify us in accordance with clause 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 the responsibility of the person who makes the booking 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 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, expenses or other financial penalty being imposed on, or incurred by, 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. The person who makes the booking is also responsible for ensuring that every member of your party has adequate travel insurance (see clause 5 above).

(e) Damage: When you book with us, you accept responsibility for any damage or loss caused by you. 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.

(f) Behaviour: We expect all clients to have consideration for others and to behave appropriately. If, in the reasonable opinion of our tour manager, agent or other employee or of any other person in authority, you behave in such a way as to cause or be likely to cause danger, distress, upset or significant annoyance to anyone (for example, other clients or our employees, agents or suppliers) or damage to property, we are entitled, without prior notice where appropriate, to terminate the holiday of the person(s) concerned. We will have the same right to terminate your holiday if you are subject to arrest, or are prevented from travelling at the reasonable discretion of an airline or other transport or cruise provider, or if you are evicted from a hotel at the reasonable discretion of the hotel management or have your use of any other services terminated at the reasonable discretion of another supplier. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s), including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. If we incur any expense as a result of your behaviour, you will be obliged to reimburse us for that expense.

(g) Travel advice: For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk/>, which you are recommended to consult before booking and in good time before departure.

12) OUR LIABILITY

This clause 12(a) does not apply where your contract is with a Third Party Supplier

(a) (i) 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).

(ii) We will not be responsible for any injury, illness, death, loss (including loss of possessions or enjoyment), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following: (1) the act(s) and / or omission(s) of the person(s) affected; or (2) the act(s) and / or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or (3) unavoidable and extraordinary circumstances as defined in clause 8. (iii) We cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities that your hotel, cruise provider or any

other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website as forming part of your holiday and we have not agreed to arrange them as part of our contract, and any excursion / activities you purchase while away.

(iv) Except as set out in clause 12(a)(v) or permitted by English law, we are not entitled to limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently or in respect of any other liability which we cannot limit under English law.

For all claims concerning or arising out of loss of, delay and / or damage to any luggage or personal possessions (including money) for which we are liable, the maximum amount we will have to pay you is £1,500 per person affected, unless a different limitation applies to your claim under clause 12(a)(v) below. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total price of your holiday unless a lower limitation applies to your claim under clause 12(a)(v) below.

(v) 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 or sea carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 the most the carrier concerned would have to pay under the international convention or EU regulation that applies to the travel arrangements 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, EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents and/or the Athens Convention (as amended by the 2002 Protocol) for international carriage by sea and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended for travel by rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the time limits stipulated in the applicable convention or regulation), we similarly are not obliged to make a payment to you for that claim or part of the claim. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or regulation. You are not entitled to make any claim against us which concerns or is based on any travel arrangements provided by any air, rail or sea carrier if such a claim is not expressly permitted to be brought against the carrier by the international convention or regulation that applies to the travel arrangements in question. When making any payment, we will deduct any payment that you have

received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(vi) 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 reasonably 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 expenses or losses that relate to or arise from any business (including without limitation, self-employed loss of earnings).

(b) Clauses 12(b) (i) and (ii) below apply only if your contract is with a Third Party Supplier. (i) 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). (ii) 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 that arises as a result of our negligence or that of our employees while acting in the course of their employment.

13) TRANSPORTATION (INCLUDING DELAY)

(a) 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 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 (including any at your international departure airport). We will provide you with information and advice to the extent we are in a position to do so. Where applicable, the airline is responsible for providing any assistance as is legally required by the Denied Boarding Regulations (see below). Otherwise, any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

(b) In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a 'Community list' that 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://ec.europa.eu/transport/modes/air/safety/air-ban_en. We are also 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, on our website 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 that 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 and we / the carrier are unable to offer you a suitable alternative, the provisions of clause 7 will apply. (c) If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and / or provide you with accommodation and / or refreshments under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004. Where applicable, 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, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations or otherwise, you must, when requested, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that payment. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk – Resolving Travel Problems, for further details.

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, may be extinguished or reduced. 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 booking of this type is provided on a goodwill basis and in our capacity as agent.

15) ASSISTANCE

Where you are in difficulty, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

16) ALTERNATIVE DISPUTE RESOLUTION

If you have a complaint or claim that you wish to pursue, please write to us within 28 days of your return to the United Kingdom. Your complaint or claim 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 through ABTA's approved Alternative Dispute Resolution process under a special scheme accessed and administered independently. The scheme provides for a simple and inexpensive method of dispute resolution on the basis of documents alone, with restricted liabilities on the customer in respect of costs. Alternatively, AITO's Independent Dispute Settlement Service may be used 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, or to claims that are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness. The schemes can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. For injury and illness claims, you can request the ABTA mediation procedure subject to our consent. Full details of these arbitration and mediation options will be provided on request or can be obtained from the ABTA website, www.abta.com or AITO website, www.aito.co.uk

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.

17) EXCURSIONS / ACTIVITIES / SUPPLIERS TERMS AND CONDITIONS

(a) The information contained in our brochure and appearing on our website is correct to the best of our knowledge at the time of the brochure going to print or publication on our website. We may provide you with information (in our brochure, on our website 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, controlled nor endorsed in any way by us. They are provided

by local operators or other third parties who are entirely independent of us. We have no knowledge as to whether such activities or excursions and their operators comply with local legal requirements or have any insurance. Some activities / excursions involve the risk of personal injury. 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. You will have a contract with the local operator or other third party whose terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 13(a)(i) of our booking conditions will not apply to them. We do not, however, exclude liability for the negligence of ourselves or our employees (while acting in the course of their employment) resulting in your death or personal injury.

(b) Many of the services that 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)(vi)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

18) FINANCIAL SECURITY

We are a member of ABTA (ABTA number V2999). We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2815.) The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked with us 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 for flight-inclusive holidays. When you buy an ATOL protected flight or flight inclusive package 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 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, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. The price of our air holiday packages includes the amount of £2.50 per person which is 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. If you have a contract with us for arrangements that do not include a flight(s), ABTA will financially protect your holiday in the event of our insolvency by arranging for you to receive a refund or to be repatriated 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 for information on ABTA's travel protection. Please note, our ATOL and ABTA membership does not protect bookings where we act only as agent.

19) LAW AND JURISDICTION

Your relationship (and any contract you may have) with Cox & Kings or with any Third Party Supplier and any dispute, claim or other matters of any nature arising from it ('claim') shall be governed by and construed in accordance with English law. We both agree that any claim (and whether or not involving any personal injury) that arises between us must be dealt with under the ABTA or Aito arbitration schemes (if the scheme is available for the claim in question and you wish to use it – see clause 16) 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 that 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 JUNE 2018

DATA PROTECTION PRIVACY POLICY

Cox & Kings Travel Ltd is a data controller for the purposes of the EU General Data Protection Regulation (which is otherwise known as GDPR) and the Data Protection Act 2018 (together referred to as data protection laws in this section). The protection of your personal data is extremely important to us. In order to respond to an enquiry, send you any material in respect of our holiday arrangements and process and fulfil your booking, we need to use, where appropriate disclose and otherwise process the personal

data you provide us with. We will only process your personal data in accordance with our privacy policy for or in connection with the purpose for which you have provided it (for example, arranging your tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Personal data which concerns your health or reveals your racial or ethnic origin are special categories of personal data. We generally require your explicit consent in order to process special categories of personal data which we will ask you to provide at the time of booking. We are unable to accept bookings where this consent is not provided. Our full privacy policy can be found on our website www.coxandkings.co.uk/data-protection. Please read our full privacy policy for details of the personal data we collect from you, why we do so and what we do with this data. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Your personal data will be retained by us for the period referred to in our full privacy policy.

You may ask us what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us on promotions@coxandkings.co.uk. Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. If you have any complaint about the way in which your personal data has been dealt with, please contact us by e-mail to promotions@coxandkings.co.uk. We will investigate and respond to you as soon as we reasonably can. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see www.ico.org.uk



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, 30 Park Street, London SE1 9EQ or call 020 3117 0500 or 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 that are provided by any Third Party Supplier where you enter into a contract with the Third party Supplier.