

## **Steppes Travel Ltd - Booking Conditions**

Steppes Travel Booking Terms & Conditions and supplementary general information.

The following Booking Conditions, general information and the supplementary information, together with our Privacy Policy and Website Terms of Use, form the basis of your contract with Steppes Travel Ltd, trading as Steppes Travel, Steppes Discovery and The Traveller ('The Company', 'we', 'us', 'our'). Steppes Travel Ltd, of 51 Castle Street, Cirencester, GL7 1QD, is registered in England under number 03307429. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

### **1. Making your booking**

Please complete the online booking form and forward it to The Company with a deposit of at least 30% of the total booking value. Where applicable an additional deposit payment may be required to cover any extra costs, and we will inform you in advance if this is the case. Please note that if you are booking 12 weeks or less before departure then full payment is required at the time of booking. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract comes into existence between you and The Company as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your Travel Agent. If the Company cannot accept your booking, any payment you have made to The Company will be refunded.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

Many airlines now require the full names of all passengers travelling. We will ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename, title and surname of each member (as shown on each passport). The information that is completed on the booking form will be sent to Airlines, it is mandatory that we receive this information correctly; if not the Company cannot be held liable.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 12 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## **2. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

## **3. Travel Insurance**

Adequate travel insurance is a condition of your contract with us. We will require you to let us have evidence of your insurance at least 8 weeks prior to departure or at the time of booking if later. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. Details of a policy suitable to cover the arrangements you book are available by contacting Campbell Irvine Insurance. We reserve the right to terminate your booking if you fail to obtain travel insurance cover. If you travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **4. Special requests**

Any special requests must be advised to us at the time of booking, and should be confirmed in writing. The Company will try to arrange for reasonable special requests to be met, but cannot guarantee that they will be. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request be a breach of contract on the Company's part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **5. Disabilities and Medical Problems**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we

will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **6. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. These 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 (available upon request), and subject to the laws of the country.

#### **7. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tours that you book, your contract will be with the supplier of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision.

#### **8. Price Policy**

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers. Surcharges will be notified by a Supplementary Invoice sent to you (or your travel agent).

You will be charged for the amount of any increase in accordance with this clause. If a surcharge made would increase the total price of your arrangements (excluding insurance premiums, amendment charges and/or additional services or travel arrangements) by more than 8%, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £20. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

The Company undertakes not to levy a surcharge within 20 days of departure.

#### **9. Cutting your holiday short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### **10. If you Change your Booking & Transfers of Bookings**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. While we will make every effort to assist you if you wish to alter your arrangements, we cannot guarantee we will be able to meet such requests. Where we can meet a request, all changes will be subject to an amendment fee of £50, as well as any costs and charges incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 10.

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 10 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

#### **11. If you Cancel your Booking**

Should you or another member of your party need to cancel your arrangements, you must tell us in writing. Your notice of cancellation will only be effective when it is received in writing at our offices and will be effective from the date that we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

As we incur costs from the time we confirm your booking the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the total cost payable by the person (s) cancelling excluding insurance premiums and amendment charges (which are non-refundable). Period before departure from when written notification is received by us:

Cancellation charge per person cancelling:

141 days or more full deposit

85 days – 140 days 50%

84 days or less 100%

**Note: Certain arrangements (such as scheduled flights or expedition cruises) may not be amended after they have been confirmed and could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges above.**

Insurance premiums and amendment charges are non-refundable. If your cancellation falls within the provisions of your travel insurance policy, you may be able to make a claim which must be made direct to your insurance company.

#### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your trip going ahead, in order to rely on this clause.

For the purposes of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

This clause 10 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 .

## **12. If We Change or Cancel**

We take great care to provide the tour arrangements that have been confirmed, but we must retain the right to modify or cancel any tour, flight schedule, accommodation or arrangement.

### Changes

Most changes are minor. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we have to make a 'significant change'. 'Significant changes' in these booking conditions include the following changes when made before departure;

- a. a change of outward departure time or overall length of your arrangements by more than 12 hours,
- b. a change of international airport (except between airports serving the same city),
- c. a change of accommodation area for the whole or a significant part of your time away,
- d. a change to a lower official classification or standard of accommodation for the whole or a major part of the time you are away, or
- e. A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

We shall not cancel any tour for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office.

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

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

#### Compensation

In addition to a full refund of all monies paid by you, we will pay you reasonable compensation, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 12 weeks before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;

- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 12).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

### **13. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

### **14. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If, in the reasonable opinion of The Company or of any other person in authority you or any member of your party behaves in such a manner as to cause or be likely to cause danger, distress or annoyance to others or damage to property, or to cause a delay or diversion to transportation, your (or the person's) concerned) arrangements may be terminated by The Company or the supplier concerned. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. In such an event, you must pay any compensation or meet any costs or expenses which you and/or The Company incur as a result. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

#### **15. The Responsibilities of the Company**

Please note, in comparison with more conventional locations, the destinations you choose (which may include very remote areas) may not achieve the level of sophistication and development that might normally be expected. Facilities in some areas will be found to be of a basic nature and more appropriate to the local culture than foreign tourists.

- i. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation itinerary and invoice, and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation itinerary and invoice and the information we provided to you regarding the services prior to booking.
  - ii. We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
  - iii. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
    - a. the acts and/or omissions of the person affected; or
    - b. the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
    - c. Events Beyond Our Control (as defined in clause 13).
- iv. We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- a. loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - b. Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - c. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
    - i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions

of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- ii. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii. 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.
- v. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us
- vi. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- vii. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and upon giving full co-operation and assistance to us and/or our insurers.
- viii. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- a. 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;
  - b. relate to any business;
  - c. indirect or consequential loss of any kind.
- ix. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- x. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding

three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

#### **16. Group tours and cancellations**

There may be circumstances beyond our control where the tour expert is no longer available. We will do all we can to find a suitable replacement, but in certain instances this may not be possible. The prices of group tours are based on a minimum number of passengers travelling. If this minimum number is not reached, at least 12 weeks prior to the scheduled departure date, we may need to cancel the tour and offer a refund in full. If this happens, we may offer you the option to make a new booking onto the same or a different itinerary with us, which may be at a different price. Please note this will be treated as a new booking.

#### **17. Adverse Weather Conditions**

Please be aware, due to the nature of some of the services we provide, certain activities may become unavailable or itineraries may change due to adverse weather conditions and the applicable laws and regulations which our suppliers may have to comply with. We and our suppliers will use our best endeavours to communicate and assist in finding a suitable alternative where possible.

#### **18. Complaints**

If you are unhappy with a service or facility provided in connection with your arrangements, you should address your complaint immediately to The Company’s local representative and, if relevant, to the management of the hotel or other supplier whose services are involved, so that The Company will have an opportunity to correct the matter whilst you are away.

If the problem cannot be solved locally however, you must write to us within 28 days of your return to the UK giving your booking information and full details of your complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint promptly and this may affect your rights under this contract.

#### **19. Entry Passport, Visa and Immigration Requirements, Safety & Health Formalities**

It is your responsibility to check and fulfil the entry, visa, passport, safety and health formalities applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates, the Foreign, Commonwealth and Development Office (‘FCDO’) and your own doctor as applicable. Requirements and the safety of the countries and areas in which you will be travelling to, do change and you must check the up to date position in good time before departure in order to make your decisions accordingly.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the FCDO, visit <https://www.gov.uk/travelaware>.

Non British passport holders, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements.

## **20. Law and Jurisdiction**

These Booking Terms & Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **21. Prompt Assistance**

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## **22. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. 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. A delay or cancellation to 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 cannot accept liability for any delay which is due to any of the reasons set out in clause 13 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

If booking your own flights, or transportation, we strongly advise you to only book fully flexible fares, which can be cancelled or changed without charge prior to departure. If you have booked your own flight or transportation, the Company will not be held responsible or liable should they be cancelled, amended or you fail to reach the point at which the services offered by The Company commence.

## **23. Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## **24. Insolvency Protection**

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 6945, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by The Association of Bonded Travel Organisers Trust Limited (ABTOT).

If you book arrangements other than package holidays from us, your monies will not be financially protected. Please ask us for further details.

## **25. Data Privacy**

The process of booking your holiday requires that we use the personal data you provide such as your name and address. In addition, we may need some sensitive personal data such as special needs or dietary preferences etc. Please see our Privacy Policy for information about how we deal with your personal data.

## **Financial Protection**

We understand how important it is for you, our client, to have peace of mind and know that your monies are properly protected.

Your money is 100% protected – i.e. in the unlikely event that we were to cease trading, you would get your monies back – either by the ATOL scheme or through The Association of Bonded Travel Organisers Trust Limited (ABTOT).

When you book a ‘package’ which includes flights and ground arrangements (such as hotels, transfers and excursions in combination), if you are in the UK at the time of making your booking your arrangements will be covered under the ATOL scheme, unless the first leg of your journey as booked by us originates in the Irish Republic. You will also be covered for such arrangements if you are outside the UK at the time of making the booking but the first leg of your travel as booked by us originates in the UK.

When you book a package that includes a combination of ground arrangements but does not include a flight, the money you pay us for those arrangements, and the costs of your repatriation will be covered by ABTOT.

### **The Association of Bonded Travel Organisers Trust Limited (ABTOT)**

ABTOT provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Steppes Travel 5488, and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Steppes Travel.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

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## **ATOL**

ATOL stands for the Air Travel Organisers Licence and is administered the Civil Aviation Authority (CAA). It is a legal requirement for us, Steppes Travel, to report all qualifying bookings to the CAA and to pay a fee for each qualifying passenger into the Air Travel Trust. In the event that we ceased trading whilst you were abroad on your holiday, the Air Travel Trust is the fund used to repatriate you and ensure you are not left stranded. If we were to cease trading prior to your holiday, the CAA guarantees all monies paid to us for your holiday and would refund it to you.

It is worth noting that in order to be granted an ATOL licence by the CAA, we are obliged to submit our accounts to the CAA for their scrutiny on a regular basis. The CAA looks for a strong balance sheet in order to satisfy themselves that Steppes Travel is a solvent going concern. This financial scrutiny should be a source of reassurance for all of you, our clients, not just those falling under ATOL protection.

The CAA provide us with standard text to state on all our collateral, and this reads: “All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)”.

### **Further protection for our clients – Package Travel Trust**

From 2021, Steppes Travel ATOL funds are placed securely with a third party trustee (PT Trustees) until our clients return safely return from their travels. PT Trustees have been approved by the CAA to operate a trust on our behalf and have a long standing track record in the travel sector managing over £1bn of trust fund annually for a large number of businesses. By using the trust this we can ensure that there are always funds to pay suppliers or to refund clients should we not be able to operate a holiday for any reason.

Please note that this is not a substitute for travel insurance and we advise clients to arrange their own travel insurance as soon as they book a trip to ensure they are fully covered if they have any personal reasons preventing them from travelling.

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