

# Booking Conditions



It is important that you read the following Booking Conditions together with the 'Important Information' section.

These Booking Conditions together with the 'Important Information' section contained in this leaflet and on our website form the basis of your contract with us. Please read both these sections carefully as they apply to all bookings you make with us unless otherwise specified. All holidays which do not include any flights are operated by Leger Holidays Limited which is a member of and bonded with ABTA Ltd (ABTA V3582).

All holidays which include flights are operated by Leger Air Holidays Limited which holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL 3880). In these Booking Conditions, 'we', 'us' and 'our' are references to Leger Holidays Limited (for holidays without flights) or Leger Air Holidays Limited (for holidays including flights). "You" means all persons named on the booking (or any of them as applicable) including anyone who is added or substituted at a later stage. For online and telephone bookings, we will communicate with you by e-mail if you have provided us with your e-mail address for this purpose. You must check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Travel documents are sent by post or via Manage My Booking or by e-mail. Except where otherwise stated, you may contact us by e-mail for any of the reasons mentioned in our Booking Conditions providing you contact us at [customer.services@leger.co.uk](mailto:customer.services@leger.co.uk) On all flight inclusive and/or sea/river cruising holidays, the airline and/or cruise operator and/or partner tour operator's terms and conditions apply, which are available on request, in addition to these conditions. Where there is any conflict between the airline and/or cruise operator and/or partner tour operator's terms and conditions and these Booking Conditions, the relevant provision of these Booking Conditions will take precedence. Your contract for all sea /river cruising and/or partner tour operator holidays will be with us.

## **1. HOLIDAY PAYMENT**

You must pay a deposit per person (as shown in our applicable brochure and on our website) together with all applicable insurance premiums at the time of booking. The balance of the price of the holiday is due for payment no less than 42 days before departure for all coach holidays (other than holidays to Disneyland® Paris or which include sea cruising), 60 days before departure for air inclusive (except for Worldwide or Turkey tours), Disney coach, Eurostar and Self-Drive holidays, 70 days before departure for sea cruising, Oberammergau tours and partner tour operator holidays and 105 days before departure for all other Worldwide and Turkey tours. If the balance is not paid on time we reserve the right to treat your booking as cancelled by you and apply the cancellation charges set out in Clause 3. For bookings made on or after the balance due date, the full amount is due at the time of booking. The person making the booking accepts responsibility for paying for all the people on the booking. You must be at least 18 years old to make a booking with us. Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until the agent has verbally confirmed your booking. After that point, your agent will hold the monies on our behalf until paid to us. 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.

## 2. OUR AGREEMENT

A contract is made when we, or your travel agent, verbally confirm your booking or, if you make your booking online, when it is confirmed by the issue of an electronic confirmation and invoice at the end of the booking process. For all bookings (other than online bookings), we will endeavour to post our confirmation to you or your travel agent within 3 days of receiving your payment for flight inclusive bookings and within 7 days of confirming your booking for all other holidays. For flight inclusive bookings, you will also receive an ATOL Certificate (see Clause 19). You must check all documents we send you carefully as soon as you receive them and advise us immediately if anything appears to be inaccurate or incomplete. We cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of us sending it out (or in the case of travel documents/tickets, 5 days). We both agree that English law will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question – see Clause 12) 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 claim governed by the law of Scotland/Northern Ireland, as applicable (but if you do not so choose, English law will apply).

## 3. HOLIDAY CANCELLATION BY YOU

If you want to cancel your booking after we have confirmed it, you must do so by email or in writing by posting or hand delivering it to us or your travel agent. Your notice of cancellation will only be effective when it is received in writing by us at our offices. We will ask you to pay cancellation charges per person on the scale shown below based on your original booking departure date. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums paid to us or paid to your own insurance provider, credit or charge card fees, amendment charges, flight supplements and any pre-booked entrance tickets or upgraded Grand Prix, Le Mans, concert and/or opera tickets all of which are non refundable. 100% cancellation charges will apply for any pre booked Disneyland® Paris additional services if you cancel less than 61 days before departure and P&O Ferries Club Class Lounge bookings if you cancel less than 43 days before departure. Where any excursions are pre-booked, the cost is not refundable in the event of cancellation of the holiday after balance due date.

<b>PERIOD BEFORE DEPARTURE WITHIN WHICH CANCELLATION IS RECEIVED IN WRITING</b>	<b>COACH HOLIDAYS (EXCLUDING DISNEY)</b>	<b>EUROPEAN AIR (EXCLUDING TURKEY), DISNEY, EUROSTAR &amp; SELF DRIVE HOLIDAYS</b>	<b>SEA CRUISE, PARTNER TOUR &amp; OBERAMMERGAU HOLIDAYS</b>	<b>WORLDWIDE TOURS AND TURKEY</b>
	<b>LOSS OF</b>	<b>LOSS OF</b>	<b>LOSS OF</b>	<b>LOSS OF</b>
More than 105 days	Full deposit	Full deposit	Full deposit	Full deposit
Between 71 and 105 days	Full deposit	Full deposit	Full deposit	50% or full deposit, if greater
Between 61 and 70 days	Full deposit	Full deposit	50% or full deposit, if greater	50% or full deposit, if greater
Between 43 and 60 days	Full deposit	50% or full deposit, if greater	50% or full deposit, if greater	75% or full deposit, if greater
Between 29 and 42 days	50% or full deposit, if greater	60% or full deposit, if greater	60% or full deposit, if greater	75% or full deposit, if greater
Between 15 and 28 days	60% or full deposit, if greater	75% or full deposit, if greater	75% or full deposit, if greater	75% or full deposit, if greater
Between 4 and 14 days	90% or full deposit, if greater	90% or full deposit, if greater	90% or full deposit, if greater	90% or full deposit, if greater
Less than 4 days	100%	100%	100%	100%

In the event of a cancellation of a booking secured by a low deposit, we reserve the right to collect the balance of the full deposit amount. For flight, Eurostar, partner tour operator, sea and river cruise inclusive bookings, you must pay the charges levied by the airline/operator concerned, in addition to the charges set out above where cancellation charges of less than 100% apply. You may be able to make a claim under your travel insurance policy if your cancellation falls within the conditions of the policy.

Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions (including free places for group bookings) agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25 per person, must be paid before the transfer can be implemented. As most airlines do not permit name changes for any reason, these charges are likely to include the full cost of the flight where applicable.

#### **4. HOLIDAY ALTERATION BY YOU**

Should you wish to make any changes to your booking, please advise us as soon as possible. Whilst we cannot guarantee changes can be made, we will endeavour to meet requests if we can. Where we are able to do so, the following charges will apply (in addition to any charges our suppliers may impose or incur, which could be, for example, 100% of the transport cost). We charge an amendment fee of £25 per person for each item you want to change. However, changes made after balance due date (see Clause 1) will be treated as a cancellation of your original booking. In that case, we will ask you to pay cancellation charges on the scale shown above in Clause 3, together with the full cost of your new holiday, plus any further costs we may incur. Insurance premiums may be transferable from one holiday to another (including when you travel earlier or later than originally booked), but not from one person to another. NB: You can change the travel date on your Towergate insurance as long as the new travel date is within the policy validity dates. In the event that we agree to a change of holiday dates at any time, any further requested change of dates will be treated as a cancellation of the original booking to which cancellation charges will apply. The rescheduled holiday will then be treated as a new booking at the then applicable price.

#### **5. ALTERATIONS AND CANCELLATIONS BY US**

Occasionally, we have to make changes to and correct errors in our brochures, websites and other details, both before and after bookings have been confirmed. We may also have to cancel confirmed bookings. Whilst we always try to avoid making changes and cancellations, we must reserve the right to do so. Most changes are minor and we will try to tell you of such changes before you leave on holiday. Occasionally, we have to make a significant change to your holiday before departure such as the following: a change of outward departure time of more than 12 hours; a change of departure point to one which is significantly more inconvenient for you, (excluding any change between London Airports Gatwick, Heathrow, Luton, Stanstead or London City); a change of destination (i.e. country); a significant change in itinerary; a change of accommodation to that of a lower category for the whole or the majority of your holiday. For significant changes and cancellations, if there is time to do so before departure, we will offer you the following options: (a) accepting the changed arrangements; (b) transferring to an alternative holiday specifically offered by us, of a similar standard to that originally booked if available. If your alternative holiday is cheaper than the original one, we will refund the price difference. If you do not wish to accept this alternative you may purchase any of our other available holidays. This will mean you paying more if it is more expensive, or receiving a refund if it is cheaper; or (c) cancelling or accepting the cancellation, in which case you will receive a full and prompt refund of all monies you have paid to us. If we have to make a significant change, or cancel, we will, where compensation is appropriate, pay you the compensation set out in the table on page 4, subject to the following exceptions. Compensation will not be payable, and no liability beyond offering the above mentioned choices can be accepted, where (i) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all

due care; or (ii) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached and we have notified you of this by the date referred to in the important information section under the heading Prices & Brochure/website Accuracy – Changes & Errors. No compensation will be payable, and the above options will not be available, if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time), or if the change made is a minor one. A minor change is any change which is not a significant change. A change of flight time of less than 12 hours, airline (except as specified in Clause 19), departure airport between London Airports (Gatwick, Heathrow, Luton, Stanstead or London City), type of aircraft (if advised) or destination airport will all be treated as minor changes. The non availability of a Silver Service or Luxuria coach for your Silver Service or Luxuria holiday as a result of circumstances outside our control will not be a significant change but in this event, we will endeavour to advise you prior to departure (please bear in mind that breakdowns may occur very close to departure or even at the interchange) and pay you the compensation referred to in Important Information under “Silver Service Coaches” and “Luxuria Coaches”.

PERIOD OF NOTIFICATION GIVEN TO YOU OR YOUR TRAVEL AGENT PRIOR TO DEPARTURE DATE	MINIMUM COMPENSATION PER FARE PAYING PASSENGER WHEN SIGNIFICANT CHANGE OR ALTERNATIVE HOLIDAY ACCEPTED					MAXIMUM COMPENSATION PER FARE PAYING PASSENGER IF FULL REFUND ACCEPTED				
	COACH (EXCLUDING DISNEY)	EUROPEAN AIR, (EXCLUDING TURKEY, DISNEY, EUROSTAR & SELF DRIVE)	NIL	SEA CRUISE, OBERAMMERGAU WORLDWIDE & TURKEY	NIL	COACH (EXCLUDING DISNEY)	EUROPEAN AIR, (EXCLUDING TURKEY, DISNEY, EUROSTAR & SELF DRIVE)	NIL	SEA CRUISE, OBERAMMERGAU WORLDWIDE & TURKEY	NIL
More than 105 days	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
Between 71 and 105 days	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
Between 61 and 70 days	NIL	NIL	NIL	NIL	2%*	NIL	NIL	NIL	NIL	£10
Between 43 and 60 days	NIL	2%*	2%*	2%*	2%*	NIL	£10	£10	£10	£10
Between 29 and 42 days	2%*	5%*	5%*	5%*	5%*	£10	£10	£10	£10	£10
Between 14 and 28 days	5%*	10%*	10%*	10%*	10%*	£10	£10	£10	£10	£10
Less than 14 days	10%*					£20	£20	£20	£20	£20

\*Compensation, where shown as a percentage, is calculated on the basis of the basic holiday price paid in respect of the holiday originally booked, excluding insurance premiums, any credit or charge card fees and amendment/cancellation charges. In all cases, our liability for significant changes and cancellations is limited to offering you the aforementioned options and, where applicable, compensation payments. Although insurance (where purchased through us) does not form part of your contract with us or of any ‘package’, we will consider an appropriate refund of any insurance premiums you have paid us, if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Very rarely, we may be forced by ‘force majeure’ (see below) to change or terminate your holiday after departure, but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 6. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance, or prompt performance, of our contractual obligations to you is prevented or affected, or you otherwise suffer any damage, loss or expense of any nature, as a result of ‘force majeure’. In these Booking Conditions, ‘force majeure’ means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events or circumstances are likely to include (whether actual or threatened) war, riot, civil strife or unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including flooding and exceptionally high or low water levels on rivers), coach breakdown or accident, fire,

pandemics/epidemics, closure, restriction or congestion of airports, ports, stations, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party, volcanic activity and all other events outside our or the supplier's control. Force majeure will also include the UK Foreign Office advising against all travel or all but essential travel to any country, region or destination.

**RIVER AND COASTAL CRUISES** Occasionally, water levels may vary to the extent that the operation of the cruise ships on our river or coastal cruising programme is affected. It is ultimately the Captain's decision regarding the running order of the itinerary and any changes which may be necessary. In the event that any resulting change is significant or the cruise has to be cancelled, you will be offered the choices shown in Clause 5. However, no compensation will be payable.

## **7. ITINERARY CHANGES**

It may be necessary, sometimes at short notice or without any prior notice, to make changes to an itinerary due to weather, traffic or road conditions and other circumstances outside our control. Regrettably, coaches, trains, ships and aircraft do occasionally break down or suffer mechanical or technical problems, or certain facilities on board a coach, train, ship or aircraft may become faulty/unavailable. Every effort will be made to rectify such issues as quickly as possible. In some instances it may be necessary to replace the vehicle or aircraft which cannot be repaired. We cannot accept any responsibility for delays caused by any form of breakdown.

## **8. TRAVEL DELAY**

(1) Whilst we try to avoid flight delays and delays to your sea crossing/tunnel crossing, unfortunately, they occasionally happen. If there is a delay, we will endeavour to minimise any discomfort by providing extra services to you (in the event of delay to your rail/air/ferry/cruise departure, responsibility for any refreshments, meals and where necessary, overnight accommodation, rests with the carrier). These additional services, as shown below, are subject to availability and the prevailing circumstances. We shall not be responsible for reimbursement of any payment you have to make unless we have given our agreement beforehand. (2) 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. Similar rights apply in respect of delayed and cancelled ferry and cruise departures within the EU under EC Regulation 1177/2010 - the Passenger Rights Regulations 2010. Where applicable, you must pursue the carrier 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 the Denied Boarding Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding, as applicable. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel the transport arrangements concerned does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with those transport arrangements. 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. The same position applies in respect of any ferry or cruise delay or cancellation. If, for any reason, we make any payment to you or a third party which the airline, ferry or cruise operator is responsible for in accordance with the Denied Boarding Regulations or Passenger Rights Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline, ferry or cruise operator. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints service. See [www.caa.co.uk](http://www.caa.co.uk) - Resolving Travel Problems, for further details.

<b>COACH HOLIDAYS</b>			
<b>LENGTH OF DELAY</b>	<b>ADDITIONAL SERVICES</b>	<b>LENGTH OF DELAY</b>	<b>ADDITIONAL SERVICES</b>
<b>Up to 3 hours</b>	None	<b>5 to 9 hours</b>	One main meal for each passenger
<b>3 to 5 hours</b>	Light refreshments for each passenger	<b>Overnight</b>	Meals and accommodation as appropriate for the time of day or night
<b>SEA CRUISE, RAIL &amp; AIR</b>	Responsibility rests with the air/rail/cruise operator		

## **9. ARTISTS, CONCERTS, ENTERTAINMENTS AND RIDES**

We cannot accept responsibility for the non-appearance of any artist or the cancellation / withdrawal / closure / curtailment / other change of any concert / event / parade / entertainment / ride / swimming pool (e.g. at Disneyland® Paris) for whatever reason. Should any such situation arise, the holiday arrangements will still proceed. We will not always be in a position to advise you in advance of any such cancellation etc. Such situations will not constitute a significant change to your holiday arrangements entitling you to cancel or change to another holiday without paying our normal charges, and no compensation, refunds or expenses will be payable.

## **10. CONDITIONS OF SUPPLIERS**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see Clause 15 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## **11. SPECIAL REQUESTS**

We will endeavour to pass on any reasonable requests to the relevant supplier (e.g. dietary, cots, ground floor accommodation), but cannot promise that any request will be honoured. We may not always be able to tell you before you leave if the supplier cannot meet your special request. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the 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 in writing, all special requests are subject to availability.

## **12. COMPLAINTS PROCEDURE**

Should you have a complaint about any aspect of your holiday, you must notify one of the coach crew, or one of our representatives, together with the supplier of the services in question, immediately so that the problem can be quickly resolved during your holiday or alternatively contact our 24 hour emergency number whilst on tour as shown on your travel documents. Failure to report any issues in resort could invalidate any claims made upon your return. If the matter cannot be resolved to your satisfaction straight away, you must immediately complete a Customer Complaint Form (available from our driver/representative) with details of your complaint. You must send this report to us within 28 days of returning home. Disputes arising out of, or in connection with, any holiday booking made with Leger Holidays Ltd (not flight inclusive holidays) which cannot be amicably settled, may be referred to arbitration, if the customer so wishes, under a special scheme arranged by ABTA, and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained on the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness, or their consequences. The scheme 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. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit, arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this.

### **13. HOLIDAY INSURANCE**

It is a condition of booking a holiday with us that you take out travel insurance. The insurance we offer is for United Kingdom residents only. You must provide us with the insurance company name, telephone number, policy number, policy duration and details of the emergency and medical repatriation telephone number relating to such a policy within 14 days of booking. If you purchase the insurance we offer, cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies. If you refuse or fail to take out travel insurance you must complete, sign and return our insurance indemnity form (available on request) or alternatively visit [www.leger.co.uk](http://www.leger.co.uk) and accept the terms of the indemnity through Manage My Booking. We will be entitled to cancel your booking and apply cancellation charges where you have not provided us with details of your travel insurance policy and we have not received the completed and signed indemnity or your acceptance of this through Manage My Booking 7 days prior to departure.

### **14. PRICING POLICY**

The prices shown in our brochure were calculated on 1st December 2017 on the basis of then known costs and exchange rates, as shown in the Financial Times Guide to World Currencies on that date. Once the price of your chosen holiday has been confirmed at the time of booking, we guarantee not to increase it as a result of changes in currency exchange rates. Due to this promise, we cannot give any refunds in the event of favourable changes in the currency rates. We will, however, increase or decrease prices by way of a surcharge or refund if transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports change. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday, will we levy a surcharge. We will only levy a surcharge in respect of the amount by which any increase in our costs exceeds 2% of the total holiday cost. If any surcharge is greater than 10% of the cost of your holiday, you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us or alternatively purchase another holiday from us, as referred to in Clause 5. The total cost of your holiday for the purpose of calculating 2% or 10% as above excludes any insurance premiums, credit or charge card fees or, already incurred amendment charges. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. No refund will be payable if any decrease in our costs occurs during this period either. We reserve the right to increase or decrease prices of unsold holidays and insurance at any time after brochure publication, as our costs change and exchange rates fluctuate, or to correct errors. The current prices of our holidays and travel insurance cover (where purchased through us) are shown on our website and are available by phone. Please ensure you have checked the price of any holiday and travel insurance cover (where purchased through us) you are interested in before making your

booking.

## **15. OUR LIABILITY (EVENTS CONNECTED WITH YOUR HOLIDAY PACKAGE)**

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

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure', as defined in Clause 6.

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our relevant brochure or on our website as forming part of the holiday you have booked and we have not agreed to arrange them as part of our contract and any excursion you purchase during your holiday. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in Clause 15(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) As it is a condition of our contract with you that you have adequate travel insurance to protect your possessions, we will have no liability for loss of and/or damage to any luggage or personal possessions (including money) which are at all times at your risk. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding any insurance premiums, credit or charge card fees and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under Clause 15(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim, or part of a claim (including those involving death or personal injury), concerns, or is based on, any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea, inland waterway or rail carrier to which any international convention or EU

regulation applies where we have arranged that travel as part of our contract, 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 in this Clause 15(6). 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 you under the international convention or EU regulation which 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 by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol or the Convention concerning International Carriage by Rail (COTIF)). 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. When making any payment, we are entitled to deduct any money which you have received, or are entitled to receive from the carrier, for the complaint or claim in question where it is reasonable for us to do so. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or cruise operator. 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 EU regulation. (7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (a) 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 (b) 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 or (c) relate to any business (including without limitation loss of self employed earnings).

## **16. PASSENGERS WITH HEALTH CONSIDERATIONS / DISABILITIES / REDUCED MOBILITY**

Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. If you have a disability or significantly reduced mobility, coaches/other forms of transport can be difficult to get on and off and some of our hotels do not offer ground/lower floor/step free accessible accommodation or lifts/easy access. We always endeavour to assist if we reasonably can where additional equipment needs to be transported in relation to a disability, medical condition or reduced mobility. However, please bear in mind that coaches are subject to overall weight restrictions and have limited space to accommodate the luggage of all passengers. If we have already agreed to transport such additional equipment for an earlier booking, we may be unable to do so for a later booking for the same coach. This is particularly the case where any such equipment is relatively bulky or heavy. We will not usually be able to carry more than one mobility scooter on a coach. Carriage of any equipment is subject to its individual size, weight and other details, full details of which must be provided at the time of booking. Airlines and rail, ferry and cruise operators have their own restrictions on the carriage of such equipment. Should you suffer from any disability, medical condition or significant reduction in mobility which may affect your or other passengers' holidays, you must provide full verbal and written details at the time you book the holiday, including any specific requirements you have. Additionally, at the time you book the holiday, you must provide verbal and written confirmation that all assistance

required will be provided by your travelling companion(s). You must also notify us of any adverse changes or deterioration in the disability or medical condition, or development of any disability or medical condition or material reduction in your mobility after booking. In view of the nature of our holidays, we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or adverse change of any disability or medical condition or material reduction in your mobility occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular customer or where, in our reasonable opinion, the medical condition, disability or reduced mobility of the customer concerned is likely to have a significant adverse effect on other customers taking the same holiday. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition or significant reduction in mobility at the time the booking is made and/or promptly notified of any development, adverse change or deterioration occurring after booking. On occasions, the decision to cancel can only be made at the time the person concerned joins the coach/holiday for the first time as it may only be apparent at this stage that their disability, medical condition or reduced mobility cannot be accommodated. Any customer affected by a disability or medical condition must ensure they have notified this to their travel insurers, and that their travel insurance will cover it. As it is a condition of booking that all customers have adequate and appropriate travel insurance, we are entitled to insist on evidence that the disability or medical condition is covered.

## **17. ASSISTANCE DOGS**

We are happy to carry assistance dogs on our holidays. To qualify as an assistance dog, the dog must be specifically trained to assist a person by a member organisation of Assistance Dogs International or the International Guide Dog Federation. This includes the following organisations: Guide Dogs, Hearing Dogs for Deaf People, Dogs for the Disabled, Support Dogs, Canine Partners and Dog A.I.D. In order to travel to and from EU countries and listed territories, the dog must meet the requirements of the UK Pet Travel Scheme which include having a pet passport, being micro chipped and being vaccinated against rabies more than 21 days prior to the date of departure from the UK. In addition, dogs must be treated for tapeworm no less than 24 hours and no more than 120 hours (5 days) before entry back into the UK. Additional rules apply if travelling to countries outside the EU and listed territories. Full details can be found on the website: <https://www.gov.uk/take-pet-abroad>. We would like to remind customers that it is their responsibility to ensure they have the necessary documentation to enter the relevant countries with their dog and to check with the country you're travelling to. If you wish to bring an assistance dog with you on holiday, please contact us by telephone prior to making your booking so we can make the necessary arrangements and ensure the dog meets all requirements.

## **18. BEHAVIOUR**

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 precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or the 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 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. In the event of any customer behaving in such a way as to cause or be likely to cause (in our reasonable opinion or the reasonable opinion of any person in authority) offence, danger, damage or significant discomfort or distress to others, we reserve the right to terminate that person's holiday arrangements. In this situation, we will not be liable to complete your holiday arrangements (including return travel arrangements) and will not pay you, nor be liable for, any refund, compensation or costs you have to pay. We cannot accept

liability for the behaviour of others staying at your accommodation, or if facilities are withdrawn as a result of their action.

## **19. LEGER AIR HOLIDAYS LIMITED**

Holidays which are operated by Leger Air Holidays Limited are indicated on the relevant holiday page with the ATOL number and sign. In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](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 which will be used in connection with your flight. The flight timings and types of aircraft (if shown) in any of our brochures or on our websites and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets, which will be sent or made available to you approximately 7-10 days before departure. You must accordingly check your tickets very carefully immediately you have access to them to ensure you have the correct flight times. It is possible that flight times may be changed, even after tickets have been sent or uploaded. 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 will not entitle you to cancel or change to other arrangements without paying our normal charges, except where specified in these Booking Conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban, as above, as a result of which we/ the carrier are unable to offer you a suitable alternative, the provisions of Clause 5 will apply.

## **20. FINANCIAL PROTECTION**

Leger Air Holidays Limited holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 3880). All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you pay, you will be supplied with an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, 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. Leger Holidays Limited is a member of ABTA (ABTA number V3582). If your holiday does

not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if already abroad, you are returned to the point where your contracted arrangements with us commenced in the event that your holiday is not provided as a result of our insolvency. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection. 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 scheme available to you if you have a complaint (see Clause 12), contact ABTA, 30 Park Street, London SE1 9EQ tel 020 7637 2444 or [www.abta.com](http://www.abta.com).

**If you require a copy of this document in large print please contact our Customer Services team on 01709 830 333 quoting your booking reference**

# Important Information

To help you get the most out of your Leger Holiday

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## **COACHES**

All UK and European coaches feature air-conditioning, reclining seats (back row seats and seats directly in front of the server may not recline), on-board toilets and drinks machines. Should the air-conditioning system break down for a period exceeding 12 hours, compensation will be paid of up to a maximum of £10 per fare paying passenger per tour. Transfer coaches, which may include minibuses, National Express, Megabus or similar, operate to and from the UK port and may not have toilets, reclining seats, air-conditioning or drinks facilities. Transfer coaches may be operated by one driver. Journeys to the UK port may also be provided by taxi or train where circumstances require. We normally operate a passenger interchange prior to your Channel crossing. When non-British coaches are used on transfers or tours, an on board toilet and drinks facilities may not be available. However, comfort stops will be made during long journeys.

## **SILVER SERVICE COACHES**

Please note that holidays which offer Silver Service coaches may not use these vehicles as your transfer coach. Transfer coaches to/from the interchange will usually be Executive coaches. Silver Service will be available from the interchange for the overseas part of your holiday. In the unlikely event we are unable to operate a Silver Service vehicle for the whole of the overseas part of your holiday, an alternative vehicle will be provided with facilities as close as possible to the standard of facilities on the Silver Service vehicle. You will receive a refund of 5% of your basic holiday cost if you are without a Silver Service vehicle for more than half of your holiday, excluding transfer journeys to/from the port as described above. No compensation will be payable in the event that any of the facilities on the Silver Service coach are not available during your holiday.

## **LUXURIA COACHES**

Please note that holidays which offer Luxuria coaches may not use these vehicles as your transfer coach. Transfer coaches to/from the interchange will usually be Executive coaches. Your Luxuria coach will be available from the interchange for the overseas part of your holiday. In the unlikely event we are unable to operate a Luxuria vehicle for the whole of the overseas part of your holiday, an alternative vehicle will be provided with facilities as close as possible to the standard of facilities on the Luxuria vehicle or your holiday will be operated by one of our Silver Service vehicles. You will receive a refund of 5% of your basic holiday cost if you are without a Luxuria vehicle for more than a half of your holiday, excluding transfer journeys to/from the port as described above. No compensation will be payable in the event that any of the facilities on the Luxuria coach are not available during your holiday.

## **COACH CREWS & TOUR MANAGERS**

European tours will be crewed appropriately with at least one driver and an extra driver and/or a Tour Manager/host/hostess. Due to the Drivers' Hours Regulations, there may be an occasional day when only one driver will operate your tour.

N.B: When we operate our 3 day tour programme we may use one driver.

## **RESERVED SEATS**

Seats are only allocated on your main tour coach. Occasionally seats may be allocated by your transfer driver for the comfort of everybody concerned.

## **FRONT ROW SEATS**

Front row seats can be reserved for £14pp (up to 6 days duration), £22pp (7 and 8 days duration) or £25pp (9 days or more) on all European tours. This offer is only available for bookings of two or four persons on our Executive and Silver Service coaches and for one or two persons on our Luxuria coaches and is subject to availability. In addition to this, seats on the second row can be reserved for a supplement of £7pp (up to 6 days duration), £14pp (7 and 8 days duration) or £17pp (9 days or more). Guaranteed front or second row seats cannot be reserved on transfer journeys to/from the UK port.

Occasionally, front and second row seats may be on a request only basis. Please note: children under 15 years of age are not permitted to sit in the front seats of any coach. On some coaches the legroom on front seats, central view seats and seats directly in front of the washroom may be slightly less than that available on other seats due to the presence of a modesty board in front. If your tour is cancelled or merged for any reason and front or second row seats or central view seats or table seats are not available on your tour, you will be refunded any supplement paid. No other compensation will be payable.

**Central View Seats** are available to pre-book free of charge.

**Table Seats** are available to pre-book free of charge on our Luxuria coaches.

## **SEAT DIMENSIONS AND LARGER PASSENGERS**

The seats on our coaches are approximately 450mm (17.71 inches) wide. It is in the nature of coach travel that larger passengers whose size exceeds this seat width will reduce the space available for the person sitting next to them. This reduction in space can cause a good deal of discomfort and impact upon their enjoyment of the holiday. If you are unable to sit within the space provided by a seat of the above width without touching or overlapping any part of the neighbouring seat, you must advise us at the time of booking. In the interests of other passengers, you may be asked to pay for an additional seat (subject to availability) so that you have two adjoining seats, in order to make your booking. If you do not provide us with this information at the time of booking and it is apparent when you join your transfer or tour coach that you need more space than that provided by one seat, you may be asked to pay for an additional seat (subject to availability). If there are no additional seats available or you refuse to pay for the additional seat, we have the right where we reasonably consider it necessary to do so in the interests of the passenger in the adjoining seat to cancel your holiday. In this case, full cancellation charges will apply, no refunds will be made or expenses met and we will have no further liability to you.

## **SMOKING**

All our coaches and transfers operate a 'no smoking on board' policy. NB: the use of electronic cigarettes is strictly forbidden.

## **FOOD**

In the interest of your fellow guests, do not take hot food or ice cream on to the coach.

## **ALCOHOL**

Alcohol can only be taken on board our vehicles at the discretion of your driver.

## **SEA CROSSING**

Channel crossings are by ferry from Dover to Calais (90 mins) or, on selected dates, by Eurotunnel from Folkestone to Calais (35mins). Irish Sea crossings are from Holyhead to Dun Laoghaire/Dublin by Irish Ferries conventional ferry (3hrs 15mins) or fast craft (2hrs). Crossings to Jersey are from Poole by the fast craft ferry (5hrs). Overnight crossings to Santander are from Portsmouth (24hrs). All timings are approximate. Channel crossings featured on any particular date may change. It is not always possible to advise you of a change to Channel crossings prior to the start of your holiday.

## **HOLIDAY FLIGHTS**

Where flight times are shown, they are for guidance only and may change. The return time shown is arrival in the UK. Latest flight times will be shown on your air ticket or on your final travel documents. All of our holidays are subject to availability and the applicable price at the time of booking. Therefore, there may be an additional cost if the fare class we request is unavailable. Under these circumstances, we will offer you the opportunity to book at a higher cost or to select an alternative date. Please call our reservations staff for more information. Flight numbers and latest times will be confirmed with your travel documents. Please see clause 19 of our Booking Conditions. We cannot confirm specific seats for you on an aircraft. We recommend you check-in for your flight at least three hours before the scheduled time for long haul flights and at least two and a half hours before the scheduled time for any European holidays.

## **MAKING YOUR OWN TRAVEL ARRANGEMENTS**

If you book your own flights or otherwise make your own travel arrangements to join your tour overseas or in the UK these arrangements will be your responsibility. They will be subject to the terms and conditions of the airline or other transport operator concerned. In the event of your independently booked travel arrangements being cancelled or changed by the transport operator, we regret we cannot permit the change or cancellation of the Leger holiday arrangements without payment of the applicable charges as set out in our Booking Conditions. Similarly, we will not be responsible for meeting or refunding any cancellation or amendment fees incurred in respect of any such independently booked travel arrangements in the event that we have to cancel or change your holiday arrangements. If you book your own flights, you may be able to use our included airport transfers providing your flight is scheduled to arrive at a time which fits in with these. However, we will be unable to provide transfers in the event of your late arrival at the airport due to flight delays, although we will endeavour to provide assistance.

## **ELECTRONIC DEVICES ON AIRCRAFT**

UK and many overseas airports now have enhanced security requirements with which you must comply. All flights continue to operate as previously. We would strongly advise you to arrive in good time for the various stages of the checking in and boarding process including check-in, security search areas and at the boarding gate as you may be denied boarding if you fail to do so. Customers may be subject to additional searches and questions as a result of the enhanced security requirements. Customers may be asked to turn on any electrical or battery powered devices such as telephones, tablets, e-books and laptops in front of security teams and/or demonstrate the item's functionality. **If, when asked to do so, you are unable to power up your electronic device, you will not be allowed to take it on board the aircraft, either in your hand or hold luggage.**

Please do all you can to ensure that items you take with you are fully charged before you arrive at the airport. There are very limited charging points at airports and there will be high demand for these. Please do not take any broken devices in your hand luggage to the airport as you will not be allowed to take them on your flight. Security checks, including those in relation to electronic devices, are carried out at all airports including those you are transiting through. If you are taking more than one flight, especially where the journey is a long one, please make sure that you do not deplete power or run out of charge in your devices until you have completed security checks at all airports you are passing through. Customers are advised to keep checking their airlines website for any additional information regarding their specific flights.

### **YOUR HOLIDAY ACCOMMODATION**

We have carefully selected all accommodation for its degree of comfort and its location to enable us to operate the applicable excursions. Some hotels we use have annexes for sleeping which are nearby, with meals being taken in the main hotel. Each room usually has twin beds or a double. In some countries twin rooms may consist of separate mattresses and bedding within a double bed frame or a combination of a double bed and a pull-out/sofa bed. The type of beds in your room very often depends on the country you are visiting and, for this reason we cannot guarantee any combination of single and double beds in advance. Should there be more than two people in your party requesting to share one room; the extra bed(s) may be a foldaway/rollaway type bed. All rooms have private facilities. Where a hotel has been named, we reserve the right to substitute another hotel of a similar or higher standard. All hotels used, including those at Disneyland® Paris may have refurbishments / closures / renovations affecting hotel rooms, internal and external building fixtures, restaurants and facilities which are beyond our control. We cannot accept any responsibility for these.

**Please note:** If demand exceeds the number of hotel rooms and other services originally contracted for any particular tour, extra availability may be at a higher price than originally advertised and alternative hotels to those advertised in our brochure or on our website may be used. There may be facilities in your room which incur a charge payable locally e.g. mini-safe, film rental, mini-bar etc. Leisure facilities such as swimming pools, saunas etc., where available, may also incur a charge payable locally. Smoking laws in public places vary throughout Europe and the world.

### **SINGLE ROOMS**

If you book a single room, it is highly likely that you will be allocated a single room and not sole occupancy of a double or twin room. However, should you require a double or twin room; this will be on a request only basis with an added supplement charged if available.

If demand for single rooms exceeds our original allocation, we may request additional rooms, which may incur an extra cost in addition to the advertised single supplement. Where this is the case, we will advise you at the time of booking.

### **TRAVEL KETTLES**

Due to voltage/electricity issues in most hotels, travel kettles are not permitted on any of our holidays. Tea & coffee making facilities are not normally provided in hotel rooms on the continent.

### **RIVER CRUISES**

The meals included on your river cruise are stated in the description of the holiday in question. There may also be a charge for certain amenities. If stated, and subject to availability, you can choose your deck on river cruises, although this may be at a

supplementary charge. A no smoking policy applies in all cabins. Please be aware that the level of the river can have an effect on your itinerary on any river cruise tour. Where it is necessary to amend your itinerary as a result, following discussion with the Captain, we will advise you as soon as possible.

## **LUGGAGE**

Due to space, weight and health and safety restrictions, you must limit your luggage to one medium sized suitcase, weight limit 20 kilos, plus one small piece of hand luggage (max. 5 kilos) per person. **NB: The overhead space on coaches is significantly smaller than aircraft lockers. Hand luggage must not be stored under the coach seats due to potential damage to the wiring underneath the seats on our Silver Service and Luxuria coaches.** We reserve the right to refuse to carry any luggage which exceeds these limits. For air holidays, the airline's own luggage restrictions will also apply. You will be notified of these limits with your travel documents. Many of our suppliers, including airlines, also reserve the right to refuse to carry luggage which exceeds the applicable limits. Alternatively, the supplier concerned may ask you to pay additional charges before agreeing to carry any excess luggage. We cannot accept any liability towards you if we, or any of our suppliers, refuse to carry any luggage which exceeds the applicable limits or the suppliers impose any such additional charges. If, in the coach driver's opinion, your luggage is overweight, you may be required to empty some of the contents into an additional suitcase on arrival at the port and leave it there, incurring a deposit fee payable at the time.

**Please note:** It is your responsibility to ensure that your luggage is loaded on the coach prior to each departure. Please also see Clause 15(5) of our Booking Conditions.

## **LUGGAGE HANDLING – HELP US TO HELP YOU**

We will provide luggage handling facilities at most hotels on Silver Service and Luxuria holidays. All luggage must be clearly labelled with the Leger Holidays labels supplied by us. We will handle one piece of luggage per person (max. 20 kilos) which has been checked in with our driver and stored in the luggage compartment of the coach. Checked luggage will be taken to your hotel room and instructions will be given by your driver for collection upon departure. We are not responsible for handling any additional pieces of luggage, personal items or hand luggage. Due to security and operational regulations, we may not be able to handle luggage at airports, rail stations and ports. **IMPORTANT NOTE:** Please ensure that prescribed medication and items of particular value are carried in your hand luggage. For security and safety reasons, airlines do not permit certain items to be carried in hand, or even sometimes hold luggage. Other transport providers have similar rules. We cannot accept any liability if you are prevented from taking any such items on board the aircraft or other form of transport. If you have any queries regarding the items you are permitted to take on board, please contact the airline or transport provider concerned.

## **LOST PROPERTY**

If you leave anything behind, returning the items to you will incur charges, which you will have to pay along with a £10 administration fee for locating or trying to locate missing/lost items.

## **EXCURSIONS AND ATTRACTIONS**

Certain excursions are included in the price of your holiday. If you choose not to go on an included excursion, for whatever reason, no refunds will be made. Optional excursions can be booked with your coach driver or Tour Manager and operate strictly

subject to availability and demand. In the event of cancellation of any optional excursion for any reason, our liability will be limited to a refund of the price paid. The running order of included and optional excursions may be altered without prior notice.

**Please note:** Unless specifically stated, entrance fees to places of interest mentioned in the text are not included. Once you have paid for your optional excursion, there is a strict no refund policy. Cancellations for medical reasons; please claim from your insurance company. On Silver Service and Luxuria departures you can now pay for most of your optional excursions using a GBP credit or debit card during your holiday. Unfortunately, we are unable to accept card payments for optional lunch and/or museum entry packages, these must be paid for in cash to your driver or tour guide. Diners Club, American Express and Electron Cards are not accepted. Travellers' cheques are not acceptable in payment for optional excursions.

### **CHRISTMAS & NEW YEAR ON THE CONTINENT**

Please remember that some countries do not celebrate the festive season in the same way that we do. Often Christmas Eve is the main celebratory event. Restaurants and bars may have shorter opening times and food menus and decorations may reflect their own traditions. Enjoy Christmas and New Year in the continental way, but bear in mind that this is their holiday period also.

### **CHRISTMAS MARKETS**

Operational dates for the various Christmas markets featured in our brochures are correct at the time of printing. Should any market not take place on the dates advertised, this will be due to circumstances beyond our control and we reserve the right to change the itinerary accordingly. Please also see Clause 5 of our Booking Conditions.

### **DOCUMENTS**

Your travel documents containing departure times, hotel details, up to date flight timings and coach seating will be dispatched or made available to you via Manage My Booking approximately **7-10 days** before departure. Please check these documents immediately you have access to them. It is your responsibility to ensure you have correct and valid documentation and information. We will not accept responsibility or any liability in respect of those passengers who do not have the correct valid documentation (including passports and visas).

### **PASSPORTS AND VISAS**

It is your responsibility to ensure you have a valid passport and any required visa(s) for your chosen holiday. Due to border authority regulations we are required to provide relevant authorities with passport information prior to departure. We will therefore ask you to provide us with the relevant information before you travel. If you fail to do so by the stipulated date we reserve the right to cancel your holiday in which case the cancellation charges shown in our Booking Conditions will be payable. British Citizens: A full British passport is required by all persons travelling, including infants and children. British passports usually take approximately 3 to 6 weeks to obtain but can take longer. You should allow as much time as you can. If you are 16 or over and haven't had a passport before, you should allow at least six weeks to obtain one and should not book your holiday until you have received it. 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. Some countries require up to 6 months' validity on a passport from your return date. Passports can be renewed up to 9 months prior to their expiry date

with the unexpired time being added to the new passport. There are no visa requirements for European holidays for British citizens with a British passport (with the exception of the holidays to Turkey, Russia and Belarus). For worldwide holidays, British citizens may require a visa or authorisation to travel as referred to below. Requirements may change and you must check the up to date position in good time before departure. For cruise holidays, any visa required for participation in shore excursions will be arranged by the cruise company and the cost will be included in the price of the excursion. All costs incurred in obtaining such necessary documentation must be paid by you, except where specified above. Both non-British citizens and British citizens should check the passport and visa requirements with the consulate or embassy of the country being visited or travelled through in good time before departure. Information on passport and visa requirements is also available on the Foreign Office website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). All visa information provided is given in good faith for guidance only and without liability. Where visas are required, you must check with the relevant embassy or consulate on how to apply. No liability is accepted for any information provided by any third party.

### **PROTECTING YOUR PASSPORT WHILST AWAY**

As some countries require your passport to be kept with you at all times as a form of identity, please ensure you keep it on your person in a safe and secure place. If your chosen destination does not require you to carry your passport, please ensure you leave it in a secure place, such as a hotel safety deposit box. It is sensible to keep a separate note of your passport number and date of issue and we recommend that our clients travelling abroad take a photocopy of their passport and applicable visas. These should be packed separately from your actual passport and visa. We also recommend leaving a copy at home with your chosen emergency contact. Please remember to complete the details of two relatives or friends who may be contacted in an emergency on the inside back cover of your passport.

### **US VISA WAIVER PROGRAMME**

In order to enter the USA, every person travelling (including children) who is not a US citizen with a US passport must have a visa unless they qualify for the Visa Waiver Program (VWP) or have a US permanent resident 'green card'. Most British holidaymakers will qualify for the VWP but please see the important note below. All visitors to the US (including children) who are eligible for the VWP must apply for authorisation to travel to the US in advance in accordance with the Electronic System for Travel Authorisation (ESTA). You must complete an online application for authorization to travel on the ESTA website (details below) at least 72 hours before your flight to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with authorisation via the website. Authorisation is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA authorisation number when you receive it. It is your responsibility to obtain ESTA approval or a US visa if required. If you fail to obtain authorisation to travel through the ESTA website or a US visa in advance of travel, you will not be allowed on your outbound flight to the US. Full cancellation charges will then apply. Once granted, the authorisation to travel is valid for multiple entries to the US for two years, unless any answers to the YES/NO questions on the form change or a new passport is required. You are also required to provide Advance Passenger Information (API) to the US authorities each time you travel to the US. API is a separate requirement to ESTA. If you have a US permanent resident 'green card', or are travelling on a visa, you will not need to apply for authorisation as you are not travelling under the Visa Waiver Programme.

There is currently a fee of \$14 for the processing of each ESTA application. The ESTA website can be found at <https://esta.cbp.dhs.gov/esta>. **Important note;** not all British visitors to the USA will qualify for the Visa Waiver Program. You cannot apply for the VWP and will require a visa if you do not have a machine readable passport. All new style, burgundy coloured UK passports are machine readable. You will also need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exemptions also apply. If you are in any doubt as to whether you may require a visa, please contact the US Embassy, Consular Information Unit, 24 Grosvenor Square, London W1A 1AE or visit the website [www.usembassy.org.uk](http://www.usembassy.org.uk) before making your booking with us. Visa requirements may change. Further information on entry requirements for the USA are available at <http://travel.state.gov>. Authorisation to travel under ESTA does not guarantee entry into the United States; that decision rests with the immigration official at the point of entry in the same way that travellers currently entering the US under the Visa Waiver Program or with a visa are subject to inspection. Warning: If your passport has ever been reported lost or stolen to the authorities and then recovered, please do not attempt to use it for travel to the United States. If you input the passport details into ESTA, your application will be denied.

### **CANADA ETA REQUIREMENTS**

Under Canada's Electronic Travel Authorisation (eTA) program, citizens from countries other than the United States (US) who do not need a visa to enter Canada will need to obtain an online authorisation before flying to Canada, unless otherwise exempted. To find out more, visit [www.Canada.ca/eta](http://www.Canada.ca/eta). Further information on how to apply will be sent approximately 12 weeks before departure.

**AUSTRALIA** – There are a number of visitor visa options which can be applied for online, including an Electronic Travel Authority Visa (subclass 601) find out more at [www.border.gov.au/trav/visi/visi](http://www.border.gov.au/trav/visi/visi). Further details will be sent to you approximately 12-16 weeks prior to departure.

**RUSSIA/BELARUS** – You must obtain a visa before travelling to Russia or Belarus. We will send you full details and instructions on how to apply approximately 16 weeks before departure.

**TURKEY** – The Turkish stamp / sticker visa on arrival has been abolished and has been replaced by an e-visa application process. All visitors to Turkey are required to purchase their entry visa prior to travel via the Turkish Government website [www.evisa.gov.tr](http://www.evisa.gov.tr). Currently, the cost of the e-visa is \$20 per person. Your passport must be valid for at least 6 months from the date you enter Turkey. Travellers without the required period of validity on passports will regrettably not be allowed entry into Turkey due to this legal regulation.

**CHINA** – British nationals must obtain a visa to enter mainland China. For details of entry requirements to China contact the nearest Chinese Embassy or Consulate in good time before your proposed trip. Further details will be sent to you approximately 12-16 weeks before departure.

**CAMBODIA AND VIETNAM** – Visa fees and conditions are subject to change. Check with the Royal Cambodian Embassy, or the Vietnamese Embassy in London for the latest information. Further details will be sent to you approximately 12-16 weeks before departure.

## **CURRENCY**

You will require local currency to use during your holiday. Exchange facilities are not guaranteed in any of the hotels we use. Please check with your travel agent or bank, or call us if you are unsure of the currency required for an individual country. Information on the currency used in different countries is also available on the Foreign Office website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

## **HEALTH REQUIREMENTS AND RECOMMENDATIONS**

At the time of going to print, there are no compulsory health requirements for any of the holidays we offer in Europe and we're not aware of any such requirements for any holidays outside Europe. For all destinations and particularly those outside Europe, we strongly recommend that you consult your GP or local travel clinic in good time before you travel for advice on recommended vaccinations and health precautions. Requirements and recommendations may change at any time. It is your responsibility to ensure you are aware of the latest position in good time (at least 6 weeks) before departure. Information is available from your GP surgery or local travel clinic and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth).

## **MEDICAL SERVICES**

If you are a UK resident, you are entitled to medical treatment that becomes necessary, at reduced cost or sometimes free, when temporarily visiting a European Union (EU) country, Iceland, Liechtenstein, Norway or Switzerland providing you have a valid European Health Insurance Card (EHIC) with you. Only treatment provided to residents of the country concerned under their state scheme is covered by the EHIC. NB: For customers travelling to the Channel Islands your EHIC card is not valid. You must ensure your own travel insurance policy will cover your medical costs in the Channel Islands including repatriation to the UK in the event of medical need. An EHIC provides limited protection. It does not cover any private medical healthcare or other costs such as repatriation to the UK and is not a substitute for travel insurance which you are strongly recommended to have.

## **APPLYING FOR A EUROPEAN HEALTH INSURANCE CARD (EHIC)**

You can apply for an EHIC online, by phone or by post. You can apply for an EHIC for your spouse/partner and any children up to the age of 16 (or 19 if they are in full-time education) at the same time as applying for your own. If you are a foster parent or guardian (including boarding school teaching staff), you can apply on behalf of any children you are looking after. You must be over 16 to apply as a main applicant. Before you apply, you will need to have the following information to hand for everyone you are applying for:

- Name and date of birth
- NHS / CHI or national insurance (NI) number.

Please see our website [www.leger.co.uk/Customerservices/GeneralInformation](http://www.leger.co.uk/Customerservices/GeneralInformation) or our confirmation booklet (section Applying for a European Health Insurance Card) for full details of how to apply.

**APPLYING ONLINE** The quickest and easiest way to apply for an EHIC is online at [www.nhs.uk/ehic](http://www.nhs.uk/ehic). Your card will be delivered within seven days.

**APPLYING BY PHONE** To apply by phone, call 0300 330 1350 and have the information listed previously ready. When your application is completed, your card will be delivered within 10 days.

**APPLYING BY POST** To apply by post, download the EHIC application form from [www.nhs.uk/ehic](http://www.nhs.uk/ehic) and, when completed, send this to the address shown on the website. Your card will be delivered within 21 days. There is space for up to four dependent children on the application form. If you apply online or by telephone, you can apply on behalf of more children.

### **YOUR DESTINATION**

The general standards of and legal requirements applicable to safety, hygiene, fire precautions, seat belt laws etc. vary from country to country and can, in some instances, be lower than you are used to in the UK. The monitoring and enforcement of such matters is governed by the authorities of the country and compliance is the responsibility of the overseas supplier of the services concerned. It is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services, and not those of the UK.

### **TRAVEL ADVICE**

The Foreign and Commonwealth Travel Advice Unit publishes regularly updated travel advice on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which you are recommended to consult before booking and in good time before departure. This includes information on passport and visa requirements.

### **CHILDREN & INFANTS**

We believe that our holidays may not be suitable for children under 8 years old (except for Disneyland® Paris bookings) however, we will consider individual requests on application. Customers aged 17 and under at the time of travel must be accompanied by an adult, parent or guardian aged 18 years old and over. We reserve the right to refuse to carry any passenger not complying with the above, and levy full cancellation charges, as detailed in the Booking Conditions. Under French law at least one person in each room must be aged 18 or over. Under USA law at least one person in each room must be aged 21 or over.

### **PREGNANT WOMEN**

Due to circumstances such as rough conditions on ferry crossings and changes in air pressure on board aircraft and in mountainous regions, women who are more than 28 weeks pregnant at the time of departure are not permitted to travel on our holidays.

### **PRICES & BROCHURE/WEBSITE ACCURACY - CHANGES & ERRORS**

Our brochures are produced many months in advance of your holiday, and whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing and our website, regrettably, errors do occasionally occur and changes may have to be made. Where material changes to or errors in our published brochure or website information are known about at the time of booking and relevant to you, we will notify you or your travel agent before any contract between us is concluded. Whilst we endeavour to maintain brochure prices, we must reserve the right to increase or decrease them at any time after brochure publication as our costs change and exchange rates fluctuate. We also have the right to correct errors. The current prices of our holidays are shown on our website and are available by telephone. You must, therefore, ensure you check all details of your chosen holiday (including the price) with us (directly or through your travel agent) at the time of booking. In some cases, holidays advertised in our brochures or on our websites may operate subject to there being a minimum number of bookings. For air inclusive holidays, we impose a deadline of four weeks prior to the date of departure before deciding if sufficient passengers have booked to travel. For all other holidays, this deadline is the date by which full payment of the holiday

must be made. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid. Maps, where featured, are for illustration purposes only and are not to scale.

## **PRIVACY STATEMENT**

Leger Holidays Limited and Leger Air Holidays Limited are data controllers for the purposes of the Data Protection Act 1998. In order to process your booking or respond to any request, we need to collect certain personal details from you and retain these for an appropriate period of time. These include, where applicable, the names and contact details of party members, next of kin details, passport information, credit/debit card or other payment information, details of any disability, medical condition or reduced mobility which may affect the chosen holiday arrangements or any insurance you wish to purchase and any dietary restrictions which may disclose your religious beliefs. During your holiday, the driver of your coach is authorised to collect and process payment by credit or debit card on our behalf for any excursion we offer.

In making your booking, you consent to your personal data being passed on to the relevant persons and businesses (for example, your airline, hotel, other suppliers, insurance provider, credit/debit card company or bank) who need to know this so that your holiday and any excursion(s) can be provided. The information may also be provided to government / public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. On occasions, we may use other companies to provide services on our behalf, such as mailing brochures and marketing material. We only provide third parties with the personal data they require in order to deliver their services.

Such businesses, authorities and other third parties may be outside the European Union or EEA (which includes Norway, Iceland and Liechtenstein in addition to EU member states), if your holiday is to take place or involves suppliers outside these countries. We may also store, use or otherwise process personal data outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) we are obliged to provide the personal data to a government / public authority in order to provide your holiday.

Passport details are usually deleted from our computer system once the holiday for which these were provided has been completed. However, in response to customer feedback, we will retain this information for any future booking you may have with us at that time. We will also retain this information if you book with us on a regular basis even if you don't have a confirmed future booking at the end of your last holiday. Please advise us in writing if you do not wish us to do so. It is your responsibility to ensure we have the correct, up to date passport information before you travel.

We may store and use your personal data (except sensitive personal data) for future marketing purposes (for example, sending you a brochure or details of a promotion,

including by e-mail or telephone). We may also pass your details onto other companies in our group or selected suppliers so that they may send you information on their products and services (including financial services) which we feel may be of interest to you. If you do not want us to do any or all of these things, please let us know at the time of booking or at any time subsequently by sending an e-mail to [unsubscribe@leger.co.uk](mailto:unsubscribe@leger.co.uk) or by telephoning or writing to us.

Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure, only uses it for the purposes of providing their services and does not collect any personal data from you in the course performing their services. If we cannot pass personal data to the relevant suppliers or any other third party as applicable, whether in the EEA or not, we will be unable to fulfil your booking. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

Except as permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. You are generally entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal details which we are processing are inaccurate or incorrect please contact us immediately.

### **EARLY BOOKING SPECIAL OFFERS**

Any early booking special offers featured in our brochures or on our websites cannot be used in conjunction with any other offers. All such offers are subject to availability and can be withdrawn at any time without prior notice.

### **PAYING FOR YOUR HOLIDAY BY CREDIT CARD**

A 2.0% charge applies to all payments made by credit/charge cards. However, with effect from 13 January 2018, there will be no charge for any payment made by a personal credit or charge card. There is no charge for payments made by debit card.

## HOLIDAY INSURANCE

A holiday insurance scheme is available for passengers travelling on our holidays. This scheme is arranged by Towergate Chapman Stevens and is underwritten by ETI – International Travel Protection (ERV), the UK branch of Europäische Reiseversicherung AG, who are authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and approved by the Financial Conduct Authority (FCA – www.fca.org.uk) to undertake insurance business in the UK. Should you wish to take out this holiday insurance please include the appropriate premium when booking your holiday.

## DEMANDS AND NEEDS

This insurance policy will suit the demands and needs of an individual or group (where applicable) who have no excluded medical condition(s), are travelling in countries included within the policy terms and who wish to insure themselves against unforeseen circumstances/events detailed in the cover section below. Subject to the terms, conditions and maximum specified sums insured.

## IMPORTANT

We will not provide you with advice about the suitability of this product for your individual needs but will be happy to provide you with factual information.

We summarise below the details of the insurance cover provided which also includes 24-hour emergency service from Towergate Assistance. The following is a brief summary of the cover available. Full details of the cover, conditions and exclusions will be forwarded with your confirmation of booking. In any event you may ask for a specimen copy of the policy wording before booking should you wish to examine this in advance.

<b>SECTION OF COVER</b>	<b>MAXIMUM SUM INSURED / BENEFITS PER PERSON</b>
Cancellation	£6000
Travel Delay (Northern Ireland, the Isles of Scilly, the Isle of Man, the Channel Islands, Europe & Worldwide)	£200 (£25 each 12-hours delay) Travel Delay £6,000 Holiday Abandonment (after 12 hours)
Missed Departure	£1,000
Personal Accident	£30,000 (Subject to age)
Medical & Repatriation Expenses (Including Curtailment)	£10,000,000 (£50,000 UK Additional Accommodation & Repatriation Expenses / £6,000 Curtailment)
Hospital Benefit	£100 UK / £600 Non-UK
Personal Property (Including Personal Money)	£1,500 baggage (£500 (subject to age) Personal Money) / £200 Delayed baggage after 12 hours
Loss of Passport and / or Visa Expenses	£500
Personal Liability	£2,000,000
Legal Expenses	£25,000
Catastrophe Benefit	£500
Non-Appearance of Artist	£50
Emergency Home Assistance	£250 per household in total (including cost of call out, £100 materials & 3-hours labour)
Withdrawal of Services	£500 (£50 each 24 hours)
Pet Care	£200 (£20 each 24 hours)

## **SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED**

1. Cover is only available for the whole duration of a booked trip to a maximum 70-consecutive days and cover cannot be purchased once a trip has already begun.
2. The excess amount deductible from a claim applies to each and every claim, per incident claimed for, under certain sections by each insured person.
3. If your money, valuables, any items of baggage, your passport or visa are lost or stolen, you must notify the local police within 24-hours of discovery or as soon as possible thereafter. Please make sure you get a copy of the police report. Failure to comply may result in your claim being rejected or the amount of any relevant claim reduced.
4. You are not covered for valuables, your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
5. Stolen property: You are not covered for baggage stolen from:
  - a) an unattended coach/bus unless it was locked in the luggage compartment of the coach/bus and evidence of force or violent entry to the vehicle is available, or
  - b) the passenger compartment of any unattended vehicle.

## **RESIDENCY**

This policy is only available to United Kingdom residents, defined as staying in or has lived in the United Kingdom for more than 12-months or is studying or working in the United Kingdom for more than 6 months.

## **HEALTH CONDITIONS**

You must be able to comply with the following conditions to have the full protection of your policy. If you do not comply the claims handler may refuse to deal with any relevant claim or reduce the amount of any relevant claim payment.

If you are travelling within the United Kingdom You are not required to declare your medical conditions. However, to be covered for any medical conditions you have or have had, you must be able to answer NO to questions 1. to 4. and YES to questions 5. and 6. a) and b) below:

1. Are you aware of any reason why the trip could be cancelled or cut short (such as the health of a close relative)
2. Are you travelling:
  - a) against the advice of a medical practitioner, or
  - b) for the purpose of obtaining medical treatment.
3. Have you been given a terminal prognosis.
4. Are you receiving or awaiting treatment for any bodily injury, illness or disease as a hospital day case or in-patient.
5. If you are on prescribed medication, are your medical condition(s) stable and well controlled.

6. If you suffer from stress, anxiety, depression or any other mental or nervous disorder, have you received written confirmation (at your cost) that you are fit enough to take this trip by either:
- a) a registered mental health professional (if you are under the care of a Community Mental Health Team), or
  - b) a consultant specialising in the relevant field.

If you are travelling outside of the UK you must telephone Mediscreen on **0344 892 1698** if anyone to be covered by this policy, or any person upon whose health the trip depends:

1. Has or has had a medical condition (excluding childhood and minor ailments not requiring treatment).
2. Is taking prescribed medication.
3. Has or has had any medical condition still requiring periodic review.
4. Is awaiting any tests, treatment, investigation, referral or the results of these.

Mediscreen's office hours are 9am to 5pm Monday to Friday excluding Bank Holidays.

### **IF THERE'S A CHANGE IN YOUR MEDICAL CIRCUMSTANCES PRIOR TO DEPARTURE**

You must notify Mediscreen immediately of any changes in medical circumstances arising between the date the policy is issued and the time of departure for the trip. You may have to pay an additional premium to cover your medical conditions. This applies to all destinations including trips solely within the United Kingdom (being defined as England, Scotland, Wales, Northern Ireland and the Isles of Scilly).

Examples of these and other conditions and exclusions are contained within the policy wording, a specimen copy of which is available upon request. If after purchasing a policy from us should you find it does not meet your requirements, you have 14 days from the date of receipt of the policy documents to cancel the policy and receive a full refund of your premium.

Leger Holiday Limited and Leger Air Holidays Limited are Appointed Representatives of ITC Compliance Limited, who are authorised and regulated by the Financial Conduct Authority (their firm reference is 313486) and which is permitted to advise on and arrange general insurance contracts.



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Customer Services team on  
01709 830 333 quoting your  
booking reference**