

# Booking Conditions



It is important that you read the following Booking Conditions.

These Booking Conditions together with the ' Things You Need To Know' 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 sea/river cruising holidays, the terms and conditions of the airline and/or cruise operator apply in addition to these conditions. This is also the case where your holiday is provided and operated by another tour operator ("partner tour operator"). Copies of these terms and conditions are available on request. Where there is any conflict between the terms and conditions of the airline/cruise operator/partner tour operator 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/partner tour operator holidays or Turkey tours), Disney coach, Eurostar and Self-Drive holidays, 70 days before departure for sea cruising and Oberammergau tours and 105 days before departure for all other Worldwide, partner tour operator holidays 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. Any authorised travel agent of ours through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these Booking Conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from 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 confirms 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

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to below. 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. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable.

PERIOD BEFORE DEPARTURE WITHIN WHICH CANCELLATION IS RECEIVED IN WRITING	COACH HOLIDAYS (EXCLUDING DISNEY)	EUROPEAN AIR (EXCLUDING TURKEY), DISNEY, EUROSTAR & SELF DRIVE HOLIDAYS	SEA CRUISE, & OBERAMMERGAU HOLIDAYS	WORLDWIDE, PARTNER TOURS AND TURKEY
	LOSS OF	LOSS OF	LOSS OF	LOSS OF
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%

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, 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 the balance due date. In the event of a cancellation of a booking secured by a low deposit, you will be liable to pay the remainder 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 on page 2 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. You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges provided the person to whom you are making the transfer satisfies all conditions which form part of your contract with us. Requests for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by the name and other applicable details of the replacement person. 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 and cruise companies do not permit name changes for any reason, these charges are likely to include the full cost of the flight or cruise where applicable.

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

Should you wish to make any changes to your booking, please advise us as soon as possible. Please see Clause 3 if you wish to transfer your booking or your place on the booking to someone else. 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), other than transfers made in accordance with Clause 3, 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**

(1) Changes to confirmed holiday arrangements sometimes have to be made and we reserve the right to do so in accordance with this Clause 5. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in Clause 11. Where we have to do so, Clauses 5(4) and 5(5) will apply.

(2) All alterations which are not significant in accordance with Clause 5(1) will be treated as insignificant changes. A change of flight time of less than 12 hours, airline, 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 insignificant 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 alteration 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 the Things You Need To Know under the section Silver Service and Luxuria Coaches.

(3) Our holidays require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any holiday where this minimum number is not achieved. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason by the date referred to in the Things You Need To Know section under the heading Prices & Brochure/website Accuracy – Changes & Errors.

(4) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(5) If you choose to cancel your booking in accordance with Clause 5(4), we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see Clause 6).

(6) Occasionally, it may be necessary to cancel confirmed holiday arrangements. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see Clause 6) and we notify you of this as soon as reasonably possible or (ii) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been achieved and we notify you of cancellation for this reason as referred to in Clause 5(3). Where we have to cancel your holiday in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case Clause 3 will apply.

(7) If we have to make a significant alteration as referred to in Clause 5(1) or cancel as referred to in Clause 5(6), we will, where compensation is appropriate, pay you the compensation set out in the table below, subject to the exceptions to the payment of compensation referred to in Clauses 5(5) and 5(6).

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

(8) In the event that unavoidable and extraordinary circumstances (see Clause 6) occur in the place of destination of your tour or its immediate vicinity which significantly affects the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. We will notify you as soon as practicable in the event of this situation occurring.

## 6. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

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 unavoidable and extraordinary circumstances. In these Booking Conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife 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 and volcanic activity. Unavoidable and extraordinary circumstances 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. This situation constitutes unavoidable and extraordinary circumstances. In the event that any resulting change is significant or the cruise has to be cancelled, Clause 5 will apply. However, no compensation will be payable and we will not be responsible for any costs or expenses incurred as a result.

## 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/Passengers/Resolving-travel-problems](http://www.caa.co.uk/Passengers/Resolving-travel-problems) for further details.

COACH HOLIDAYS			
LENGTH OF DELAY	ADDITIONAL SERVICES	LENGTH OF DELAY	ADDITIONAL SERVICES
Up to 3 hours	None	5 to 9 hours	One main meal for each passenger
3 to 5 hours	Light refreshments for each passenger	Overnight	Meals and accommodation as appropriate for the time of day or night
SEA CRUISE, RAIL & AIR	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 alteration 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. Any special requirement which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

## **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 September 2018 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.

## **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 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 unavoidable and extraordinary circumstances 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) Your luggage and other personal possessions are your responsibility and you must look after them at all times. You must ensure they are protected by an appropriate travel insurance policy which provides a suitable level of cover given the nature and value of your possessions. All valuable and important items (including money, jewellery, medicines, cameras, phones, i-pads / tablets and other electronic equipment) must be carried by hand and not packed in your luggage and/or left unsecured on the coach or in your accommodation. Please consider carefully whether you need to take such items on holiday with you at all. You must ensure that all luggage which is to be carried in the luggage hold of the coach is properly loaded and promptly collected. Airlines, train companies and other carriers



have their own terms and conditions which include procedures for reporting lost or damaged luggage and limitations and exclusions of liability, usually in accordance with international convention. You must make a claim for any loss or damage directly to your insurance company or to any carrier (where applicable). We do not accept liability for any luggage and personal possessions unless you are able to demonstrate that any damage or loss was caused intentionally or negligently by our employees or suppliers. Except as set out in Clause 15(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total tour cost (excluding any insurance premiums 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 damages / 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), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol or the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended). 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 EU 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 will deduct any money which you have received, or are entitled to receive from the carrier for the claim in question. 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. Before you make your booking, we will advise you as to

whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. If you 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. ASSISTANCE WHILST AWAY**

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

### **19. 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.

### **20. 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 travel documents, which will be sent or made available to you on Manage My Booking approximately 7-10 days before departure. You must accordingly check your travel documents very carefully as soon as you have access to them to ensure you have the correct flight times. It is possible that flight times may be

changed, even after travel documents have been sent or uploaded on Manage My Booking. 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.

## **21. FINANCIAL PROTECTION**

Leger Air Holidays Limited holds an Air Travel Organiser's Licence (ATOL number 3880) issued by the Civil Aviation Authority. The Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350, e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk). All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you buy an ATOL protected flight or flight inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with 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 more information on the financial protection provided by ABTA. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see Clause 12), contact ABTA, 30 Park Street, London SE1 9EQ tel 020 3117 0599 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**