

BOOKING CONDITIONS

Your contract is with The Knavesmire Travel Group Limited trading as Knighton Reeve whose registered office is at Becket House, 36 Old Jewry, London, ECR 8DD, company registration number: 10863911. The trading address is at: Box Tree House, Northminster Business Park, York, YO26 6QU.

1. Your Booking Contract When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland should you wish to do so. These conditions will apply from the time you confirm your booking and throughout its life. They can change at any time and should this occur, any new conditions will apply to all new confirmed bookings made from the date of any change. A copy of the conditions applicable to your booking with our quotation and are available on our website. We hold an ATOL issued by the CAA (11344) and are members of ABTA (Y6385).

2. Your Financial Protection We provide financial protection for our package holidays. (1) For flight based holidays this is through our Air Travel Organisers Licence no. 11344 issued by the Civil Aviation Authority of Gatwick Airport South, West Sussex, RH6 0YR, tel: 0330 103 6350, email claims@caa.co.uk and www.caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate (via our authorised agent through which you booked or directly). 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 will provide the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 these obligations and you agree to pay any money outstanding to be paid by you under the 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 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 body has paid sums you have claimed under the ATOL scheme. (2) When you buy a package holiday that doesn't include a flight, protection is provided by way of an insurance policy. All passengers booking with Knighton Reeve are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include cover for cancellation or curtailment

of your travel arrangements booked with Knighton Reeve due to the insolvency of Knighton Reeve. This insurance has been arranged with Affirma a trading brand of MGA Cover Services Limited (registered address Farren House The Street, Farren Court Cowfold West Sussex RH13 8BP, company registration: 08444204 authorized and regulated by the Financial Conduct Authority registration number 678541) under a binding authority with the insurer CBL Insurance Europe Limited (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120). In the unlikely event of insolvency, you must inform Affirma (MGA Cover Services Limited) immediately on +44 (0) 20 3540 4422. Please ensure you retain your booking confirmation form as evidence of cover and value. Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

3. ABTA We are a member of ABTA, membership number Y6385. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also provide you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

4. Your Booking Price And Payment You will be advised of the current price of the arrangements requested in a quotation before you confirm your booking, and once the booking is confirmed on a confirmation which forms the contract between both parties. When you make your booking you must pay a deposit of £300 per person or 10% of the holiday cost (whichever is the greater). For certain arrangements and at certain periods, especially (but not limited to) air tickets, accommodation, rail or touring products, Christmas and Easter, a higher deposit may be required and you will be notified of this prior to booking. The balance payment of the price of your travel arrangements must be paid at least 8 weeks before your departure date and for certain arrangements this payment may be required earlier and you will be advised of the amount and the date payment is required. If the deposit is not paid in the specified time, we will cancel your travel arrangements. If the balance is not paid in the specified time we will cancel your holiday and retain your deposit. When you buy a flight based holiday, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times. Prices shown on your quotation will be based on a specified exchange rate/s. This is subject to change until you confirm your booking and your confirmation issued. This will show the exchange rate/s used to produce your final price. Once your booking is confirmed and the confirmation issued the price will not change.

5. If You Change Your Booking If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, within one year, we will do our utmost to make these changes but it may not always be possible. Any request for changes must also be made in writing from the person who made the booking or via your travel agent. You will be asked to pay an administration charge of £30 per altered item plus any further reasonable costs we incur in making this alteration. You should be aware that these costs could increase the closer to departure date that changes are made and you should contact us or your travel agent as soon as possible. Note: Certain travel arrangements e.g. (but not limited to) air tickets, accommodation, rail or touring products, may not be changeable after the reservation has been made and confirmed and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements as applied by our suppliers. You have a right to transfer your booking to another person without having to pay the cancellation charges. This needs to be made in writing at least 7 days before departure. However, this is subject to: a) the replacement client must be a suitable consumer for the holiday and satisfy all conditions and each and every component part of the itinerary; b) both you and the replacement are equally liable for all the costs incurred in making the transfer including any costs imposed by our suppliers of the various elements of the package.

6. If You Cancel Your Booking You, or any member of your party, may cancel travel arrangements at any time. Written notification from the person who made the booking or from your travel agent must be received at our offices for this to take effect. Since we incur costs in cancelling any travel arrangements, you will have to pay the applicable cancellation charges as shown in the table in Clause 7. Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office for travel to the countries we feature in our programmes.

7. If We Change Or Cancel Your Booking It is unlikely that we will have to make any alterations to your travel arrangements but as we plan them many months in advance, we may occasionally have to make changes and reserve the right to do so at any time. Most of these changes will be minor and insignificant and we will advise you or your agent of them at the earliest possible date. Examples of, but not limited to, insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard,

changes of carriers. If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights as follows: a) we will contact you or your agent and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled; b) if you choose to accept a refund we will pay compensation as detailed in the below table except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

We also reserve the right to cancel your travel arrangements. We will cancel not less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances ("force majeure"), or failure by you to pay the final balance. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. If your holiday is cancelled you can either have a refund of all monies paid to us or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower standard). In the event a refund is paid to you, we will pay compensation as detailed in the below table except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure within which notice of cancellation or major change is received by us or notified to you.	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY Amount you will receive from us	IF WE CANCEL YOUR HOLIDAY Amount you will receive from us.	Period before departure within which notice of cancellation or major change is received by us or notified to you.
More than 56 days 56 - 43 days 42 - 31 days 30 - 0 days	Nil £20 £30 £50	Deposit only Monies paid + £20 Monies paid + £30 Monies paid + £50	Deposit Only 50% of holiday cost 75% of holiday cost 100% of holiday cost

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

*- In some circumstances higher cancellation fees may be applied by certain of our suppliers, for example (but not limited to) airlines, accommodation, rail or touring products. Should this be the case you will be notified of such fees before confirming your booking and these will apply in the event of a cancellation. These fees may be any amount up to 100% of the cost of the individual product.

Force Majeure: Applicable to both changes and cancellations to bookings that we might have to make, this means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unforeseeable circumstances beyond our control or that of our supplier partners. These can include, for example (but not limited to) war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

8. If You Have A Complaint If you encounter a problem or have cause for complaint with your travel arrangements, it should be reported immediately to our local supplier (e.g. hotel manager, transfer company etc.), and as soon as possible to our local representative/agent (if applicable) and they will try to rectify the problem at the time. If no representative/agent is available, or if the matter has not been resolved to your satisfaction, please then refer to your travel documents for our contact details and 24/7 emergency contact telephone number and contact us as soon as possible. If your complaint cannot be resolved locally having reported it, you must follow this up in writing to us in writing within 28 days of your return home to our Customer Services Department at: Box Tree House, Northminster Business Park, York, YO26 6QU including your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in the destination we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 3 above on ABTA.

9. Our Liability To You You must inform us without undue delay of any failure to perform or improper performance of the travel services

included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel service is due to: you or another member of your party; a third party unconnected with the provision of the travel service in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to a) the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into the booking; and b) any relevant international convention, for example, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions. You can ask for copies of the travel service contractual terms, or the international conventions, from us at Box Tree House, Northminster Business Park, York, YO26 6QU. Under EU law (Regulations 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be published at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of the necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. NB. This entire clause 9 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

10. Prompt Assistance Overseas We will endeavour to provide prompt and applicable assistance whilst overseas for all arrangements as made by us and shown in your confirmation and our contact details are shown on your documentation. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequence of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passports, Visas, Immigration And Other Documentation

Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies, High Commissions and/or Consulates. It is your responsibility to ensure that all other documentation and requirements

such as (but not limited to) driving licences & permits, travel insurance, health certificates etc. are correct for the country/ies being visited. We do not accept responsibility if you cannot travel or fulfil your travel arrangements because you have not complied with any passport, visa, immigration requirements or other documentation requirements. Should this happen refunds will not be due to you or any member of the travelling party.

12. Brochure & Website Accuracy Every effort is taken to ensure the accuracy of the information in our brochure and on our website. However, changes to such information can be made at any time and we reserve the right to make such changes after publication of this brochure. As far as possible, your quotation and travel documents will contain the latest relevant information and where we are notified of such changes by our supplier partners we will make every effort to advise you or your travel agent. However, should we not be able to do so we cannot be held liable for such changes. We accept no responsibility for information and advice provided by any third party websites or telephone numbers shown in this brochure or on our website.

13. Insurance It is a condition of booking your holiday that you take out suitable insurance cover at the time of confirming your booking. Your insurance must include sufficient cover for cancellation or curtailment of your holiday as well as the cost of repatriation in the event of accident or illness. It is your responsibility to arrange suitable and adequate travel insurance and advise us of the insurer and policy number.

14. Clients with reduced mobility, disabilities or other medical conditions We comply fully with Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air. Provided we are given full information of specific requirements at time of booking we are able to offer assistance to disabled persons or persons with reduced mobility. If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us or your travel agent before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must provide full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

15. Excursions Only travel services booked by us on your behalf will be included as part of our package holiday and covered by these terms and conditions. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursions or other tours that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

16. Your Privacy And Data Protection Our full Privacy & Cookie Policy is available on our website at www.knightonreeve.co.uk/about/privacy-policy. Your privacy and the protection of your data is of the utmost importance to us. We abide by all the applicable requirements of the Data Protection Legislation as implemented by the UK Government and the European Union and as amended and implemented in the future and we have taken all reasonable steps to have appropriate security measures in place to protect your information. All mention of and referral to data herein relates to that held in both paper and electronic formats and we take full responsibility for ensuring that proper security measures are in place to obtain, process and safeguard your information. All referral to 'you' in this section also refers and covers

all other members of the party included in this booking and it is your responsibility to ensure this is communicated to them. All referral to 'you' in this section also refers to 'your agent' should your booking be made through such a channel. All personal data provided by you will be deemed to have been given with consent in order to be obtained, processed and stored by us to provide the travel arrangements as booked and to fulfil our obligations under the required Data Protection Legislation. You are entitled at any time to request and view what data we hold on you. You are entitled to request the removal of any data we hold on you, other than that which is required to be kept by law for a period of time such as, but not limited to, name and contact details, in order that we may fulfil our obligations under law. We aim to delete all such data within 21 days. All data that is not required to be kept under law will be retained for a specified period and deleted not later than the end of the sixth calendar month from the date of your return. Please note that where information is also held by your appointed agent this is subject to that agent's own data protection policy for which we cannot be held responsible and with whom you should make contact if you have a query regarding the information held on you by them. We are responsible only for the information provided by your agent to us, or by yourself directly. Should we at any time be acquired by another party in whole or in part, we will be required to pass any data we hold on you onto such party in order that they be able to fulfil the responsibilities and obligations we were required to when your booking was accepted and confirmed by us and as required by law.

Any of our supplier partners established in the UK or European Economic Area are similarly required to abide with all Data Protection Legislation. However, as your holiday is outside of the European Economic Area, controls on data protection by our supplier partners in these destinations may not be as applicable and have requirements as followed by us under UK and EU law. We advise our partners to use and protect any data passed to them for the delivery of the service contracted correctly and reasonably and in line with the requirements applicable here. However, we cannot be held responsible for their processes and actions in ensuring this is carried out.

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements and the

obligations placed on us to process your booking, we will contact you to obtain information, ask questions and seek clarification on a number of matters. We are then required to use and process the information provided (such as names, contact details, credit/debit card details, any special dietary requirements, medical requirements, preferences, interests disability, mobility issues etc.). We need to pass certain information held on you to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs/immigration if required by them, or as required by law. Should you choose to not provide us with all requested information then we may not be able to provide you with the requested travel arrangements and may decline to process your booking.

We will not pass any information onto any person, organisation or body not responsible for your travel arrangements or part thereof, subject to the above. This applies to any and all information that you give us such as details of disabilities or dietary/religious requirements etc. If we are not permitted to pass such information to the relevant suppliers, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant person/s, company/ies or authority/ies as required under this section and/or by law.

We will hold your information, as provided to us, and may use it to inform you in the future of offers, news, items of interest and brochures. If you do wish to receive such approaches please tick the appropriate box on the booking form on our website www.knightoreeve.co.uk or advise us by email on africa@knightonreeve.co.uk. You may withdraw from this service at any time by advising us directly by phone on 01904 800033, or by email to africa@knightonreeve.co.uk or in writing to **Knighton Reeve, Box Tree House, Northminster Business Park, York, YO26 6QU.**

Please go to www.knightonreeve.co.uk to download a booking form and to view the most up to date terms & conditions of placing a booking with us.

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