

Conventions, which include The Warsaw/Montreal Convention (travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

18. Financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 4510. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. We are also a member of the Association of British Travel Agents (ABTA number V9803). If your holiday does not include flights, ABTA will financially protect your holiday in the same way.

19. Passport, Visa and Immigration Requirements and Health Formalities

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

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

20 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 which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

21 Delays and other travel information

We regret we are unable to offer you any assistance should a delay disrupt your itinerary. Any airline or other transport provider concerned may however provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

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

Please note the existence of a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.html) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If the airline does not comply with these rules you should complain to the air transport user's council on 02072406061 www.auc.org.uk. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

ISLES OF SCILLY INCLUSIVE HOLIDAYS DATA PROTECTION STATEMENT

We understand and respect the importance of your privacy and we are committed to safeguarding your personal information. In providing our service to you, we must collect personal information from you and make subsequent use of it as detailed below.

HOW?

We will only collect personal information from you by specifically asking for it:-

- When you make a booking with us.
- When you register with us to receive our online newsletters, magazine, email updates, enter competitions or take part in surveys and customer feedback.
- When you write, fax, telephone or email us to make an enquiry.

WHAT INFORMATION WILL WE COLLECT?

We may collect all or some of the following information relating to you or other members of your holiday party:-

- names and contact details
- credit/ debit card or other payment details
- special requirements such as those relating to any disability or medical condition which may affect your chosen holiday arrangements
- dietary restrictions (which may disclose your religious beliefs)
- travel preferences

Some of the information we collect (such as about health or religion) will only be collected on the condition that we have your positive consent to its use. We will seek this consent when necessary.

We have taken all reasonable steps to have appropriate security measures in place to protect your information. The transmission of information via the internet is never completely secure. We exclude our liability for personal data lost in transmission to the website.

WHAT WILL WE DO WITH IT?

(1) For the purpose of providing you with our services, we may disclose the information to the providers of the services making up your holiday arrangements (who could be located outside the UK/EEA).

(2) We will store your information only for as long as is reasonable and may from time to time contact you with information about special offers, brochures, new products, forthcoming events or competitions. We will also add your details to our mailing list for our online magazine, 'Island News' and our mailing list for receiving information about our magazine, 'The Islander'. If you do not wish to receive such information or publications, you may ask us in writing not to receive them by writing to us at the address below.

(3) We may need to disclose our customer list including any personal information relating to you to a third party who acquires or attempts to acquire all or substantially all of the asset/ stock in our company or our website.

WHAT CAN I DO?

If you do not agree to our use of the information as set out above, you should inform us as soon as possible by writing to us at:-

Isles of Scilly Inclusive Holidays

Bryher
Isles of Scilly
TR23 0PR

You may ask us in writing for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in your information. We aim to respond to you within 21 days from the date of request.

UPDATES AND CHANGES

As our privacy statement may change due to developments in the law we encourage you to re read this from time to time so you are aware of any changes in how we gather and use your personal information.



BOOKING CONDITIONS

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Isles of Scilly Inclusive Holidays Incorporating Scilly Breaks Ltd. ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred.

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

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1 Booking and Paying For Your Arrangements

A booking is made with us when you pay us a deposit of 25% of the total cost of your booking (or if booking within 8 weeks of departure, full payment) and we issue you with a booking confirmation. A binding contract will come into existence as soon as we have issued your booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes can not be made later. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 8 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable. For flight inclusive bookings, all monies that you pay to one of our authorised travel agents for your arrangements with us will be held by that agent on our behalf until they are paid to us or refunded to you.

2 Insurance

Adequate travel insurance is vital. Details of a policy suitable to cover the arrangements you book with us is available via Fogg Travel Insurance Services Ltd (see our website for full details of the policy we have arranged). Because insurance cover will not be effective until we receive payment of premiums in full, you must pay all premiums at the time of booking. If you wish to organise your own insurance, your policy must have at least the same level of cover as that of the one above (we will not check it, this is your responsibility) and you must provide details of your policy to us before you travel. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

3 Accuracy

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

4 Pricing

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your holiday within 30 days of your departure nor will refunds be paid during this period. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you.

5 Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only (if not referred to Arbitration under clause 14). You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

6 Cutting your holiday short

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

7 Changes by you

If you wish to change any part of your arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who signed the booking form. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and so you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable (see clause 8). If a customer is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given. An administration fee will be charged. Details available upon request. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8 If you cancel your holiday

If you or any other member of your party decides to cancel your confirmed booking the person that signed the booking form must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices at Bryher, Isles of Scilly TR23 0PR. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Date Cancellation received	Cancellation
More than 56 days before departure	Deposit
55 - 29 days before departure	45% of the price
28 - 15 days before departure	60% of the price
14 days or less	100% of total price

No refunds will be made for passengers not travelling, tickets or services booked but not used, or for insurance premiums or alteration charges. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charges detailed above. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

9 If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. However, we will not cancel your travel arrangements less than 6 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

“Examples of “major changes” include the following when made before departure; a change of accommodation area for the whole or a significant part of your time away, a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away, a change of UK departure point to one which is significantly more inconvenient for you, a change of outward departure time or overall length of your holiday of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period. “Examples of “minor changes” include the following when made before departure: any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type, a change of outward departure time or overall length of your holiday of twelve hours or less, or a change of accommodation to another of the same standard or classification.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (for major changes) accepting the changed arrangements ii) having a refund of all monies paid or iii) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 6 weeks before departure, we will also pay you reasonable compensation. We will not pay you compensation where we make a major change or cancel more than 6 weeks before departure or in the event that we are forced to make a change or cancel as a result of unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care such as those set out in clause 10.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by “force majeure” (see clause 10) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

10 Force Majeure

Note on Force Majeure: Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.

11 Special Requests

Any special requests e.g. diet, room location, a particular facility at a hotel etc. must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. . The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

12 Building and Development Work

Although you may be on holiday, life will be going on around you as normal. This may include noise and inconvenience from building or road works and traffic. From time to time general refurbishment at hotels is necessary to maintain standards. We will notify you of any building/refurbishment works which may reasonably be considered to seriously impair the enjoyment of your stay of which we are aware as soon as possible.

13 Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details at the time of booking before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking, cancel (imposing applicable cancellation charges) when we become aware of these details.

14 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us on 01720 422200. Failure to do so will affect our ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at Bryher, Isles of Scilly TR23 0PR within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

15 Guest Behaviour

All guests travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or

any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the service in question. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

16 ABTA

We are a Member of ABTA, membership number V9803. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website www.abta.com. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. 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 form. 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 £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

17 Our Responsibilities

(1) Subject to these booking conditions, your holiday arrangements will be made or performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from: -

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

(3) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) Loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is £50 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

- (b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate