YOUR PACKAGE HOLIDAY BOOKING IS WITH THE MIDCOUNTIES CO-OPERATIVE LIMITED.

FOR BOOKINGS MADE ON OR AFTER 3 AUGUST 2020. FOR BOOKINGS MADE PRIOR TO THIS THE PACKAGE TERMS PROVIDED AT THE TIME OF BOOKING WILL CONTINUE TO APPLY.

**1. Our Details**

We are registered in England as a Co-operative and Community Benefit Society under no. 19025R, with registered office at Co-operative House, Warwick Technology Park, Warwick, CV34 6DA, Tel: 01922 277212,email: cooptraveladmin@cooptravel.co.uk.

**2. Your Holiday Booking**

A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. 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.

**3. Paying For Your Holiday**

The price of your travel arrangements has been calculated in £GBP. When you make your booking you must pay a deposit which will be determined based on the specific arrangements. The balance of the price of your travel arrangements must be paid at least 14 weeks before your departure date and at least 17 weeks for bookings which involve a River or Sea Cruise. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. SPECIAL NOTE: Some bookings will have different terms applied based around the content of the package being created and may include a different balance due date and more restrictive cancellation terms, your agent will bring this to your attention before a booking is confirmed if this applies.

**4. If You Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

| Period before departure in which you notify us | Cancellation charge |
|---|---|
| More than 98 days | Deposit only |
| 57-98 days | 30% of holiday cost* |
| 42-56 days | 50% of holiday cost* |
| 22-41 days | 75% of holiday cost* |
| 15-21 days | 90% of holiday cost* |
| 14 days or less | 100% of holiday cost* |

*Where the deposit is greater than the % in the table the higher value will be charged. If a 'low deposit' has been collected at the booking stage the balance of the full deposit will become due.

Note: If the reason for your cancellation is covered under the terms of an 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.

**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, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. Where we can make a change, we will charge for any cost we incur in making the alteration which could include price increases, additional services and facilities, supplier administration fees and any cancellation charges applied to your original booking. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible should you need to make a change. Certain charges may need to be collected at the time of the change and cannot be refunded in the event of cancellation equally any cancellation charges prevalent at the time of change will still be charged in the event of a future cancellation, these will be defined as Non Refundable Administration Fees.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

We reserve the right to charge our own service or administration fee of £25 for any change in addition to those listed, if we do charge a fee, we will advise you of this at the time of requesting a change and this fee will form part of the aforementioned Non Refundable Administration Fees.

Note: A change to the airline providing your flights and in some cases a change of hotel may involve a cancellation of one booking with 100% charges and a payment for a new booking. This will be explained during any discussion to make a change and will impact on the charges incurred in making any alteration to your booking. The airline and accommodation provider terms and conditions relating to changes will apply.

**6. If We Cancel Your Booking**

We reserve the right to cancel your booking. We will not cancel less than 14 weeks before your departure date, except for unavoidable and extraordinary circumstances, 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 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 value). Non Refundable Administration Fees that have been charged would not form part of the package price and would not be refunded.

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

| Period before departure in which we notify you | Amount you will receive from us |
|---|---|
| More than 56 days | £0 |
| 43-56 days | £10 |
| 29-42 days | £20 |
| 8-28 days | £25 |
| 7 days or less | £30 |

This does not exclude you from claiming more if you are entitled to do so.

**7. If We Change Your Booking**

**(a) Changes to the price**

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

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. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**(b) Changes other than the price**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of 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 set out below.

- We will contact you 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. You may also decide to cancel and rebook a new different holiday and we will transfer the payment to the new booking.

- If you choose to accept a refund:
  1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
  2. we will pay compensation as detailed below 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.

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

| Period before departure in which we notify you | Amount you will receive from us |
|---|---|
| More than 56 days | £0 |
| 43-56 days | £10 |
| 29-42 days | £20 |
| 8-28 days | £25 |
| 7 days or less | £30 |

**8. Other Information, Requests & Special Assistance**

It is your responsibility to arrive in good time to board all flights or other methods of transportation. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur.

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

Adequate travel insurance is vital and you should be satisfied that your insurance fully covers all your personal requirements including cancellation charges, medical expenses and repatriation in the event of accident of illness.

We are not a specialist limited mobility holiday company, but we will do our utmost to cater for any special. If you or any member of your party has any medical problem or disability which may affect your arrangements, please provide us with full details by completing the Special Assistance Form before booking so that we can try to advise you as to the suitability of your chosen arrangements. It is your responsibility to provide full and accurate details on any special assistance you may require. We may ask you to produce a doctor's certificate certifying that you are fit to participate in your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

**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 services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services 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 three 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 this 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 cooptraveladmin@cooptravel.co.uk. Under EU law (Regulation 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 publicised 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 necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't 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. Protecting Your Money**

We provide full financial protection for our package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number 6053 issued by the CAA of Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK telephone 0333 103 6350, email claims@caa.co.uk and website www.caa.co.uk . When you buy an ATOL protected flight or flight inclusive holiday 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 will provide you with 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 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 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.

2. We provide full financial protection for our package holidays by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA, and/or ABTA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/ ABTA's Privacy Notice is at https://www.abta.com/privacy-notice .

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at http://www.legislation.gov.uk/uksi/2018/634/contents/made

**11. ABTA**

We are a Member of ABTA, membership number W7087. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer 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.

**12. Complaints**

If you have a complaint about any of the services included in your holiday, you must inform Coop Travel, 62 Wolverhampton Street, Walsall, West Midlands, WS2 8DD, Tel: (0044)1922 277212 email: cooptraveladmin@cooptravel.co.uk without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Coop Travel, 62 Wolverhampton Street, Walsall, West Midlands, WS2 8DD giving 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 resort 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 11 above on ABTA.

**13. Additional Assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

**14. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**15. Health & Safety Abroad**

You must appreciate from media coverage that the political, economic and social conditions in a number of the countries we feature are not as stable as we are used to in Europe. Sadly crimes against both people and their property are a fact of life the world over. When in a foreign country it is very important to be extra vigilant and avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive camera equipment, etc. Travellers have the same responsibility for their personal safety and their possession as they do at home.

We operate to many parts of the world, which do not and are not required to comply with British Health & Safety Standards and therefore urge that you undertake reasonable precautions to protect yourself and those travelling with you whilst on holiday. We recommend that you check out the Foreign and Commonwealth Office website at www.fco.gov.uk/knowbeforeyougo packed with essential travel advice and information, this website offers a wealth of country specific information that only the FCO can provide.

**16. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour 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.

**17. Travel Agents**

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 him, 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 him on our behalf at all times.

**18. Behaviour**

All guests 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 arrangements with us immediately. In the event of such termination our liability to you will cease and you party will be required to leave your accommodation or other service immediately. We will have no further obligations to you. 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 may also be required to pay for loss/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 hotel. 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.

**19. Cruise Bookings**

It is the customer's responsibility to settle all on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Should children under 16 be travelling with only one parent most cruise lines require written authorisation to board ship from the absent parent where applicable.

Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information provided by you.

You must declare any pregnancy to us at the earliest opportunity as on certain cruise ships carriage of advanced pregnant women is not permitted, typically if the pregnancy is more than 24 weeks at return date. We reserve the right to refuse passage on board to any person who appears to be in advanced stages of pregnancy.

**20. Law and Jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

**21. Disclosed Agency Status**

For all bookings whilst we may operate as Organiser as explained in Package Travel Regulations, we also act as a disclosed agent of the travel providers involved in making the arrangements possible. This has an impact on the HMRC recognised position of the booking but ultimately has no affect on the responsibilities for performing the package that has been offered for sale to the consumer.

ISSUE DATE: 3 August 2020