

# BOOKING CONDITIONS

Once you have decided on the holiday you require, please carefully read the following conditions, as these form the basis of your relationship with Cox & Kings Travel Limited ('Cox & Kings', 'we', 'our' or 'us') and with any supplier with whom you have a direct contract. Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you or, where we act as agent as set out below, arrange for you. All references in these booking conditions to 'holiday', 'booking', 'contract', 'package', 'tour' or 'arrangements' mean such holiday arrangements unless otherwise stated. In these booking conditions, 'you' and 'your' means all persons named on the booking or any of them as applicable (including anyone who is added or substituted at a later date).

**1) YOUR CONTRACT**

(a) If you book only one type of arrangement with Cox & Kings (for example hotel(s)-only or cruise-only), Cox & Kings acts only as a booking agent for the supplier of that arrangement (for example the hotel or cruise provider). Your contract for that arrangement will be with that supplier (in these conditions referred to as the 'Third Party Supplier') and not Cox & Kings. The Third Party Supplier's own terms and conditions (copies available on request) will apply to that contract in addition to the applicable parts of these conditions.

(b) In all other cases your contract will be with Cox & Kings.

(c) When you make a booking the person who makes the booking guarantees that they have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

**2) BOOKING, PAYMENT AND CONFIRMATION**

(a) You may book by post, telephone, via our website or through one of our authorised agents. All bookings are subject to our booking conditions. Except for online bookings, the person who makes the booking must confirm acceptance of our booking conditions on behalf of all persons named on the booking by signing and returning our booking form or in writing by some other means (such as email) to us or your travel agent. We will communicate with you by email in relation to your booking (including sending you documents such as your confirmation invoice) if you book online or otherwise provide us with an email address. You must accordingly check your emails on a regular basis and should print and retain hard copies of all confirmation documents, e-tickets and other important communications. We will contact you by telephone and / or post if you do not provide us with an email address or we cannot, for whatever reason, contact you by email. Certain documents may need to be sent by post. References in these booking conditions to 'send' and 'in writing' include communication by email and via our online booking facility where applicable. You may contact us by email for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All emails should be sent to sales@coxandkings.co.uk.

(b) A minimum deposit of £150 per person or 15% of your total holiday cost (whichever is greater) together with any applicable insurance premium (or evidence of alternative cover) (see clause 5) and any applicable visa fees (see clause 12(a)) must be paid at the time of booking. In some cases, the deposit payable will be higher, as full or part payment for certain services, such as flights, may also be required to make a booking - details at the time of booking. On occasion, suppliers may unexpectedly require non-refundable full or part payment for their services (in addition to any deposit paid at the time of booking) in advance of balance due date in order to secure those services even though these have been previously confirmed. In this situation, we may have no choice but to ask you to pay an additional deposit to cover this payment. If you book less than eight weeks before departure, full payment must be made at the time of booking. Where we act only as agent (see clause (a)), you will be advised of the applicable deposit and payment timetable at the time of booking.

(c) On receipt of your completed booking form / written acceptance of our booking conditions and the applicable payment, and providing your requested holiday is available, Cox & Kings will issue a confirmation invoice. It is at this stage that a binding contract comes into existence between you and Cox & Kings or between you and the Third Party Supplier, as applicable. Please note, though, that if you book a tailor-made itinerary or an extension to a brochure tour, your accommodation, flights etc will only be requested by Cox & Kings once your booking form together with a deposit has been received. Your confirmation invoice, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights etc that are still on request and not confirmed at the time the confirmation invoice is issued.

(d) Once payment has been made, any subsequent request to have that payment refunded and to pay by an alternative means may require you to pay an administration fee.

(e) It is your responsibility to check the confirmation invoice and any other documents we send you carefully and to let Cox & Kings or your travel agent know immediately in the event of any error or inaccuracy, as it may not be possible to make changes later. Where we act only as agent for a Third Party Supplier we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

(f) The balance of the cost of your arrangements is payable not less than eight weeks prior to departure, unless you are informed otherwise. If all payments (including any surcharge where applicable) are not received on time, we (or we acting as agent for the Third Party Supplier where applicable) are entitled to assume that you wish to cancel your booking and will retain the deposit paid. If we do not cancel straightaway because you promise to make payment but you still fail to do so, you must pay the cancellation charges shown in clause 10 depending on the date we (or we acting as agent for the Third Party Supplier where applicable) reasonably treat your booking as cancelled by you.

(g) (i) Providing full payment has been received, travel documents will be sent approximately two weeks before departure (Third Party Suppliers' policies may vary) unless your booking is made within six weeks of departure, in which case final documents will be sent as soon as possible, made available for collection or sent by courier upon the payment of a fee. Non-UK residents may incur an additional delivery charge. (ii) For some countries you will be handed your internal flight / train / hotel vouchers by your tour manager / Cox & Kings representative on arrival at your destination.

(h) Cox & Kings has included in the relevant prices all government taxes in the amount applicable at the time of booking that do not have to be paid locally. Those that have to be paid locally by you are extra and are your responsibility (such as international airport departure tax).

**3) SPECIAL REQUESTS / MEDICAL PROBLEMS / DISABILITIES**

Where special requests for flight seats, room / cabin allocation, diet considerations etc are required, Cox & Kings must be made aware of these in writing at the time of booking. While every effort will be made to pass these requests on to the suppliers concerned (or Third Party Suppliers where applicable), we cannot guarantee they will be met. Where special requests for flight seats are passed on by Cox & Kings to an airline, the confirmation of seat numbers is at the discretion of the airline.

Confirmation that a special request has been noted or passed on to the supplier / Third Party 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, all special requests are subject to availability.

If you have any disability or medical condition which may affect your arrangements or the booking process, please provide us with full details before booking so that we can advise as to the suitability of the chosen arrangements and / or assist you with making your booking. In any event, we must be given full details in writing at the time of booking and whenever any material change in the disability or condition occurs. You must also advise us in writing if any such disability or condition develops after your booking has been confirmed.

**4) YOUR TRAVEL AGENT**

(a) Any travel agent through whom you make a booking will relay information from you to us and vice versa. Cox & Kings is neither responsible for any failure by your travel agent to do this properly or in good time, nor for any advice given to you by your travel agent that did not originate from Cox & Kings.

(b) Any money you pay to one of our authorised travel agents for your booking will be held by the travel agent on behalf of Cox & Kings / the Third Party Supplier (as applicable) until it is paid to us.

**5) INSURANCE**

It is a condition of booking with us that you take out insurance at the time of, or prior to, making your booking. If you do not purchase the policy we offer, you must purchase an appropriate alternative and let us have the details of this at the time of booking. If you purchase insurance through Cox & Kings you must notify us of relevant factors that may affect your particular requirements for cover such as pre-existing medical conditions / disabilities. If you do not purchase insurance through us, it is your responsibility to ensure that you purchase a policy that provides cover at least equivalent to that which we offer. Cox & Kings cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify Cox & Kings of factors affecting your particular requirements for cover. Insurance premiums should be paid at the time of booking and are non-refundable. Non-European Union residents should obtain equivalent insurance cover in their country of residence. 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.

**6) ALTERATION BY YOU**

(a) If you wish to make any amendments to your holiday after the confirmation invoice has been issued, you must inform us in writing and we will do our best to help. Please note however that if you (i) change to a different departure date, cruise or destination or (ii) change your booking less than eight weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 10 (except as set out in 6(c) below). In the event a change can be made, you must pay all costs and charges incurred or imposed by any of our suppliers (or Third Party Suppliers where applicable) together with an amendment fee of £35 per alteration per booking before the change can be made.

(b) If you wish to change any aspect of your holiday after it has commenced, Cox & Kings and / or their agents will do their best to assist, subject to you being responsible for any cancellation charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Cox & Kings and / or their agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.

(c) If you wish to transfer your place on your booking to another person (introduced by you), you may do so provided the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (eg a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour a payment of £35 per person to cover our administration costs, plus such amount as our suppliers (or Third Party Suppliers where applicable) will require to effect the change (if the transfer can be made). Please note, in some cases suppliers such as airlines treat ticket changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges must be paid by you before any change can be made.

**7) PRE-DEPARTURE CHANGES TO, OR CANCELLATION OF, YOUR ARRANGEMENTS BY US OR YOUR THIRD PARTY SUPPLIER**

(a) This clause 7(a) applies only if your contract is with us.

Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings, which we reserve the right to do.

Most changes are minor. Occasionally, we have to make a significant change. A 'significant change' is a change made before departure that, taking account of the information you give us at the time of booking and that we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of 12 or more hours, a change of UK departure point to one that is more inconvenient for you (except between airports serving the same city) and, in the case of cruises, a radical change of itinerary.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (i) (for significant changes) accepting the changed arrangements, or
- (ii) purchasing an alternative holiday from us (paying or receiving a refund in respect of any price difference), or
- (iii) cancelling or accepting the cancellation, in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we have to cancel because the minimum number of persons required to operate your holiday has not been reached prior to the balance due date. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A 'minor change' is any change that does not come within the definition of a significant change set out above. Although Cox & Kings will try to notify you of minor changes, it is not obliged to do so. Minor changes include (but are not limited to) the following: (1) Changes to one or more confirmed destination(s) for your holiday; providing there are no significant changes affecting any confirmed major destination; (2) Changes in the scheduled date and time of arrival or departure provided that, where necessary, hotel accommodation and reasonable sustenance for the period in question is provided to you at no additional charge; (3) Substitution of a named Lecturer and / or Leader for another knowledgeable expert in the same field.

All group holidays with Cox & Kings require a minimum number of bookings before they will operate. If an insufficient number of people have booked to make your holiday arrangements financially viable so that we have to cancel, we will inform you no later than eight weeks before your departure date. In this case, you will be offered the options set out above but no compensation will be payable.

Period before departure a significant change or cancellation is notified to you or your travel agent	Compensation per person
More than 56 days	£1000
43-56 days	£1500
42-29 days	£2000
28-15 days	£3000
14-0 days	£4000

(b) This clause 7(b) applies if your contract is with a Third Party Supplier.

If the Third Party Supplier changes or cancels your booking, we will pass on the new details to you together with any compensation that the Third Party Supplier may offer. As agent only for the Third Party Supplier we cannot accept any liability for any changes or cancellations made to these bookings.

**8) POST DEPARTURE CHANGES AND CURTALMENT**

Please note, clauses 8(a) and (b) only apply where your contract is with us.

(a) Changes and curtailment after departure (not caused by force majeure) If, after departure, it becomes apparent that a significant proportion of the services you have booked with us cannot be provided, we will make suitable alternative arrangements at no extra cost to you. We will also, where appropriate, compensate you for any difference in value between the arrangements you should have received and the alternative arrangements made and for any disappointment or inconvenience you have reasonably suffered as a result. For example, as we neither own, manage nor control the accommodation / transportation we use, it is possible we may be advised that your reserved accommodation is not available when you arrive at your destination. In this event, Cox & Kings will endeavour to secure accommodation of at least the same standard in that destination. If only accommodation of a lower standard is available, we will refund the difference between the prices of the accommodation booked and that received, and will pay £30 per person for any inconvenience or disappointment caused. Any compensation or other sums due will be paid on your return from holiday. If we are unable to make suitable alternative arrangements or you reject those offered for good reasons, we will, where your holiday includes international flights we have arranged and where appropriate, return you by equivalent transport (type and class of travel) to the departure point of your holiday or such other place as we agree as soon as we are reasonably able to do so. If your holiday does not include international flights arranged by us, we will, where appropriate in this situation, meet your reasonable costs of your return travel to your outward point of departure providing we have agreed these costs in advance of your incurring them. Where you reasonably return home early in the above circumstances, we will provide you with a refund in respect of that part of your holiday that you did not receive. Please note, we can only accept responsibility for the sums specifically referred to in this clause 8(a). We will have no liability for making any other payments including, without limitation, the cost of any service (such as flights, other transport or accommodation) which you book with someone other than Cox & Kings or which you arrange during your holiday in place of contracted services (unless we have agreed in writing to meet the cost) or for any losses or expenses of any nature (and whether or not we could have foreseen you would incur them) which you suffer or incur as a result of, or in connection with, your original holiday booking or any changed or curtailed arrangements including, without limitation, loss of earnings, paid holiday leave, profit, business or business opportunities.

In all cases, our maximum liability is limited to a sum equivalent to the cost of the holiday (excluding amendment charges and insurance premiums), a refund of any directly attributable, reasonably incurred expenses (providing where appropriate, any such expenses that have been agreed by us) and the daily sum of £72 per person.

(b) Changes and curtailment after departure (caused by force majeure) If, after departure, it becomes apparent that a significant proportion of the services you have booked with us cannot be provided, we will make suitable alternative arrangements at no extra cost to you. If we are unable to do so, or you reject the alternative arrangements offered for good reasons, we will, where appropriate, return you by equivalent transport (type and class of travel) to the departure point of your holiday or such other place as we agree as soon as we are reasonably able to do so. We are not, however, obliged to provide you with return travel to the UK if your holiday does not include international flights. Where the contracted service that we are unable to provide is your return flight, we will arrange for you to travel on an alternative flight in the same class of travel as soon as we reasonably can. However, we will have no liability to provide, or meet any costs of, any accommodation, meals or other services (other than those that form part of your contracted arrangements) while you are awaiting the alternative flight. The airline concerned may be obliged to do so - see clause 14(c).

Please note, we can only accept responsibility for the sums specifically referred to in this clause 8(b). We will have no liability for making any other payments, including, without limitation, any compensation, refunds (unless we obtain any refunds from our suppliers), the cost of any service (such as flights, other transport or accommodation) that you book with someone other than Cox & Kings or that you arrange during your holiday in place of contracted services (unless we have agreed in writing to meet the cost) or for any losses or expenses of any nature (and whether or not we could have foreseen you would incur them) that you suffer or incur as a result of, or in connection with, your original holiday booking or any changed or curtailed arrangements, including, without limitation, loss of earnings, paid holiday leave, profit, business or business opportunities. Very rarely, we may be forced to curtail your holiday and return you to the UK (where your holiday includes return travel) before the scheduled end of your holiday. This is extremely unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

(c) Changes and curtailment after departure - contract with a Third Party Supplier As agent only for the Third Party Supplier, we cannot accept any liability for any changes to or curtailment of your arrangements made after departure.

**9) FORCE MAJEURE**

Except where otherwise expressly stated in these booking conditions, neither we nor any Third Party Supplier can accept liability or pay any compensation where the performance or prompt performance of our or the Third Party Supplier's contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 13(a)(ii) below) as a result of force majeure. In these booking conditions, 'force majeure' means any event which we / the supplier of the service(s) in question / the Third Party Supplier could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, epidemics, fire and all similar events outside the control of the party concerned.

**10) CANCELLATION BY YOU**

Should you wish to cancel your booking, the person who made the booking must notify Cox & Kings or your travel agent (as applicable) in writing. Such notification will only be deemed to have been given on receipt by us of your letter since we can only act on receipt. Please state the reason for your cancellation as you may be covered by your insurance policy. Claims must, however, be made direct to your insurance company. The following cancellation charges will apply. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable.

Days before departure notification received.	Amount of cancellation charges as a % of total tour cost
More than 56 days	Deposit(s) (inc any additional deposit)
56-29 days	40% or deposit(s) if higher
28-15 days	60% or deposit(s) if higher
14-8 days	75% or deposit(s) if higher
7-4 days	90%
3 to day of departure or later	100%

No allowance or refund can be made for meals, rooms, excursions etc included in the price of your tour but not taken, nor can any refund be made for services that cannot be used due to loss, mislaid or destroyed travel tickets or vouchers. Partial cancellation of a booking may result in increased costs for the remaining party members.

**11) PRICES**

Prices are based upon the known costs and exchange rates of £1 to 1.60 US dollars and 71.92 Indian rupees (as quoted in the *Financial Times* world value of the pound table on 27 June 2011). For all exchange rates not mentioned, the rate of exchange for the US dollar applies.

Where your contract is with Cox & Kings, once the price of your chosen holiday has been confirmed at the time of booking we will only change it in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs (eg fuel, scheduled airlines and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or in the dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates that have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 7(a). In either case there will be an administration charge of £1 per person together with an amount to cover any travel agent's commission. Although insurance (where purchased through us) does not form part of your contract with us or of any 'package', we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use / reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Please note, 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. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

Where applicable, you will have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be payable within this period either.

Where your contract is with a Third Party Supplier, as we act only as agent, we must pass on to you in full all additional costs and charges of whatever nature imposed by the Third Party Supplier in accordance with its own terms and conditions. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to make changes to, and correct errors in, advertised prices at any time before your holiday is confirmed.

Occasionally our holiday prices are discounted for a limited period for promotional purposes. Discounts cannot be applied retrospectively to reduce the price of a confirmed booking.

**12) YOUR RESPONSIBILITIES**

(a) Visas: General information concerning visa requirements applicable to British citizens is set out in our Documents & Health section. We will notify you of any changes to visa requirements applicable to British citizens who hold a full British passport that occur before your confirmation invoice is issued, but please note that further changes could take place before you travel. You must check up-to-date requirements in good time before departure. Cox & Kings will be happy to make any necessary visa applications (on payment of the applicable charge) on behalf of British passport holders, provided applications are lodged at our offices at least six weeks prior to departure. We cannot however guarantee the granting of any visas, as this is a matter outside our control. If a visa is not granted then you cannot accept any liability for the consequences and reserve the right to pass on to you any costs incurred as a result, including cancellation charges. Non-British citizens / holders of non-British passports should check with their nearest consulate or embassy for visa requirements.

(b) Passports: British citizens require a full British passport (valid for at least six months before the end of your holiday) for the holidays we offer. Please see our Documents & Health section for full details or seek the advice of our travel consultants. Please note, requirements may change and you must check the up-to-date requirements in good time before departure. A full British passport presently takes approximately two to six weeks to obtain. If any member of your party is aged 16 or over and has not yet got a passport, you should apply for one at least six weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Please also see clause (d) below. (c) Health: It is your responsibility to ensure you are aware of all recommended and required vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Recommended and mandatory inoculations for travel are set out in our Documents & Health section. We will notify you of any changes in any health requirements (such as mandatory inoculations) that must be satisfied in order to gain entry into your holiday destination of which we become aware before your confirmation issue is issued. However, further changes may occur at any time and you should check the up-to-date position in good time before you depart. Health requirements for your holiday destination are also outlined in the Department of Health leaflet entitled 'The Travellers Guide to Health (T7.1)', available from Abta travel agents, most post offices, by telephone on 0870 1555 455 or via the Department of Health website, [www.gov.uk](http://www.gov.uk).

If you have any medical condition / disability that may affect your ability to enjoy and participate fully in your arrangements you must notify us in accordance with clause 3. Cox & Kings reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday.

(d) Documents: It is the responsibility of the person who makes the booking to ensure that all members of the party are in possession of all necessary travel and health documents and have all necessary vaccination certificates before departure. All costs incurred in obtaining such documentation or vaccinations / certificates must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or have the correct vaccinations / certificates. If failure to have any necessary travel or other documents results in fines, surcharges, expenses or other financial penalty being imposed on, or incurred by, us, you will be responsible for reimbursing us accordingly. If you are refused a visa we cannot accept any liability. If you are unable to travel as a result, you will be liable to pay our normal cancellation charges. The person who makes the booking is also responsible for ensuring that every member of your party has adequate travel insurance (see clause 5 above).

(e) Damage: 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 known at the time) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or 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 also 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. You should ensure you have appropriate travel insurance to protect you if this situation arises.

(f) Behaviour: We expect all clients to have consideration for others and to behave appropriately. If, in the reasonable opinion of our tour manager, agent or other employee or of any other person in authority, you behave in such a way as to cause or be likely to cause danger, distress, upset or significant annoyance to anyone (for example, other clients or our employees, agents or suppliers) or damage to property, we are entitled, without prior notice where appropriate, to terminate the holiday of the person(s) concerned. We will have the same right to terminate your holiday if you are subject to arrest, or are prevented from travelling at the reasonable discretion of an airline or other transport or cruise provider, or if you are evicted from a hotel at the reasonable discretion of the hotel management or had your use of any other services terminated at the reasonable discretion of another supplier. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility towards such person(s), including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. If we incur any expense as a result of your behaviour, you will be obliged to reimburse us for that expense.

(g) Travel advice: For up to date travel advice from the UK government, visit [www.fcdo.gov.uk/knowbeforeyougo](http://www.fcdo.gov.uk/knowbeforeyougo).

### 13) OUR LIABILITY

This clause 13(a) does not apply where your contract is with a Third Party Supplier (a) (i) 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).

(ii) We will not be responsible for any injury, illness, death, loss (including loss of possessions or enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

(1) the act(s) and / or omission(s) of the person(s) affected or any member(s) of their party or (2) 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 (3) force majeure as defined in clause 9.

(iii) We cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities that your hotel, cruise provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them as part of our contract, and any excursion / activities you purchase while away. Please also see clause 17 'Excursions / Activities / Suppliers Terms and Conditions'. 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.

(iv) 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 regulations 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 that gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, 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 regulations of the UK that 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 that might lead a reasonable holidaymaker to refuse to take the arrangements in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 13(a)(i). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(v) As set out in these booking conditions we limit the maximum amount we may have to pay you for certain claims you may make against us. Where we are found liable for loss of and / or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,500 per person affected, unless a lower limitation applies to your claim under this clause or clause 13(a)(vi) below.

For all other claims that do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is a refund of the cost of the holiday (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, a refund of any directly attributable expenses reasonably incurred by that person (providing where appropriate, any such expenses have been agreed by us) and a daily sum of £72 per person unless a lower limitation applies to your claim under clause 13(a)(vi) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(vi) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and / or off the transport concerned) provided by any air, rail, sea or road carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. This maximum amount will be the

most the carrier concerned would have to pay under the international convention or regulation that applies to the travel arrangements (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 or the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air; the Athens Convention for international travel by sea and the Convention concerning International Travel by Rail (COTIF) as amended for travel by rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. You are not entitled to make any claim against us which concerns or is based on any travel arrangements provided by any air, rail, sea or road carrier if such a claim is not expressly permitted to be brought against the carrier by the international convention or regulation that applies to the travel arrangements in question. When making any payment, we are entitled to deduct any money that you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

Please note, for international travel by sea, the Athens Convention limits the maximum amount the carrier has to pay if found liable in the event of death or personal injury. The Athens Convention also limits the maximum amount the carrier has to pay if found liable in the event of loss or damage to luggage and also makes provision for valuables. The maximum the carrier would have to pay you if found liable for any damage, delay or loss in respect of cabin luggage under the Athens Convention is currently approximately £800.00 per guest. Once on board ship, all valuable and important items should be deposited with the purser or in the mini-safe in your cabin if available. Please remember that no cabin mini-safe is totally secure and consider whether you need to bring such items on holiday with you. Placing items in a mini-safe is not depositing them with the carrier for safekeeping for the purposes of the Athens Convention. We and the carrier cannot accept any responsibility or liability for any valuable or important items which are not deposited with the purser for safekeeping. For items which are deposited with the purser for safekeeping, the maximum the carrier would have to pay you if found liable for any item(s) lost or damaged (for any reason) while deposited is the maximum which is payable under the Athens Convention in this situation (currently approximately £1,150 per guest).

(vii) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which 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 (2) which 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. Additionally we cannot accept liability for any expenses or losses that relate to any business (including self-employed loss of earnings).

(b) Clauses 13(b) (i) and (ii) below apply only if your contract is with a Third Party Supplier.

(i) As we act only as an agent for the Third Party Supplier concerned we accept no liability in relation to the arrangements provided by that Third Party Supplier or for the acts or omissions of the Third Party Supplier concerned. The terms and conditions of the Third Party Supplier will apply to your contract (copies available on request from us).

(ii) However, in the event that we are found liable in respect of any Third Party Supplier arrangements on any basis whatsoever, we are entitled to rely on the limitations and exclusions of liability and defences set out in clause 13(a). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any employees while acting in the course of their employment.

### 14) TRANSPORT (INCLUDING DELAY)

(a) Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. Cox & Kings does not have any liability to you for any delays that may arise (including any at your international departure airport). We regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so. Where applicable, the airline is responsible for providing any assistance as is legally required by the Denied Boarding Regulations (see below). Otherwise, any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

(b) In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a 'Community list' that 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/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm). 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. The flight timings shown in this brochure, on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets that will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched – 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 (if given) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these 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 7 will apply.

(c) 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. Where applicable, you must pursue the airline 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 these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. 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. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations or otherwise, you must, when requested, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the CAA on 020 7240 6061 or [www.auc.org.uk](http://www.auc.org.uk).

### 15) COMPLAINTS AND PROBLEMS

If you have a complaint about any of our holiday arrangements booked with or through Cox & Kings, you must tell the relevant supplier / Third Party Supplier straight away. You must also tell Cox & Kings' local representative or agent on site immediately (if available) or use the Cox & Kings emergency contact telephone number with which you will be supplied before your departure. That number will put you in contact with one of our employees who will take all reasonable steps to help you. It is only if you do this that Cox & Kings has the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced. Baggage is deemed to have been delivered undamaged to you unless Cox & Kings reserves written notice in the case of apparent damage immediately upon arrival or re-delivery or within 15 days of the end of using the service in question for any loss or damage that is not apparent. If your contract is with a Third Party Supplier, as we act only as agent, we cannot accept any liability for the arrangements provided by that Third Party Supplier. Any assistance provided in resolving a complaint in relation to any booking of this type is provided on a goodwill basis and in our capacity as agent.

### 16) ARBITRATION

If you have a complaint or claim that you wish to pursue, please write to us within 28 days of your return to the United Kingdom. Your complaint or claim will be investigated and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that we do not reach an amicable settlement, the dispute, if you so wish and subject to the

Note below, may be referred to arbitration under a special scheme devised by Abta, but administered quite independently. It provides for a simple and inexpensive method of arbitration on the basis of documents alone, with restricted liabilities on the customer in respect of costs. For injury and illness claims, you can request the Abta mediation procedure and we have the option to agree. Full details will be provided on request or can be obtained from the Abta website, [www.abta.com](http://www.abta.com). Alternatively, Abta's Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and amicable solution. Whichever option you choose, neither scheme applies to claims for an amount greater than £5,000 per person or £25,000 per booking, or to claims that are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness.

Note: If your contract is with a Third Party Supplier and not us it may not be possible for any dispute arising out of, or in connection with, the contract to be referred to arbitration under the schemes mentioned above.

### 17) EXCURSIONS / ACTIVITIES / SUPPLIERS TERMS AND CONDITIONS

(a) The information contained in our brochure is correct to the best of our knowledge at the time of the brochure going to print. We may provide you with information (in our brochure, on our website and / or when you are on holiday) about activities and excursions which are available in the area you are visiting. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. We have no knowledge as to whether such activities or excursions and their operators comply with local legal requirements or have any insurance. Some activities / excursions involve the risk of personal injury. They do not form any part of your contract with us even where we suggest particular operators / other third parties and / or assist you in booking such activities or excursions in any way. You will have a contract with the local operator or other third party whose terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 13(a)(i) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees (while acting in the course of their employment) resulting in your death or personal injury.

(b) Many of the services that 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 13(a)(vi)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### 18) FINANCIAL SECURITY

We are a member of Abta (Abta number V2999). We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (AtoL number 2815). 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 from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an AtoL (number 2815) administered by the Civil Aviation Authority for flight-inclusive holidays. When you buy an AtoL-protected air holiday package or flight\* from us 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 AtoL. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking.\* The air inclusive holidays and flights we arrange are AtoL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the AtoL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our air holiday packages includes the amount of £250 per holiday which is the AtoL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. For further information, visit the AtoL website at [www.atol.org.uk](http://www.atol.org.uk). If you have a contract with us for arrangements that do not include a flight(s), Abta will financially protect your holiday in the same way 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. Please go to [www.abta.com](http://www.abta.com) for information on Abta's travel protection. Please note, our AtoL and Abta membership does not protect bookings where we act only as agent.

### 19) LAW AND JURISDICTION

Your relationship (and any contract you may have) with Cox & Kings or with any Third Party Supplier and any dispute, claim or other matters of any nature arising from it ('claim') shall be governed by and construed in accordance with English law. We both agree that any claim (and whether or not involving any personal injury) that arises between us must be dealt with under the Abta or AtoL arbitration schemes (if the scheme is available for the claim in question and you wish to use it – see clause 16) 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 dispute, claim or other matter of any description that arises between us governed by the law of Scotland / Northern Ireland as applicable (but if you do not so choose, English law will apply).

DATE OF ISSUE: JULY 2011

### DATA PROTECTION PRIVACY POLICY

For the purposes of the Data Protection Act 1998, we are a data controller. The following is a summary of our full privacy policy, which sets out how we collect and use the personal information ('personal data') you provide us with directly or through use of our website. Our full, current privacy policy appears on our website, which you should read before providing us with any personal data.

Depending on what's required, the personal data we collect may include names and contact details, credit / debit card or other payment information and special requirements such as those relating to any disability or medical condition that may affect holiday arrangements and any dietary restrictions that may disclose your religious beliefs ('sensitive personal data'). All references in this privacy policy to personal data include sensitive personal data unless otherwise stated. Appropriate personal data will be passed on to relevant suppliers / any Third Party Supplier / any other third party (including banks and / or credit card issuers) who need to know it so that your holiday can be provided, to government / public authorities (UK and overseas) such as the police, customs or immigration if required by them, to security or credit checking companies, to other companies who provide services on our behalf (such as mailing brochures and marketing material) or as required by law. We take steps to protect the personal data that is provided to any such party. In making your booking, you consent to personal data being passed on to the relevant parties.

Your personal data may be stored, used and otherwise processed within the UK and / or any other country / countries of the European Economic Area (EEA) and / or outside the EEA. Data protection laws may not be as strong outside the EEA as they are in the EEA. Personal data will not be transferred to a country outside the EEA unless the conditions referred to in our full privacy statement are satisfied.

We would also like to store and use your personal data for future marketing purposes (for example, sending you a brochure or other marketing material). All personal data you give us (including sensitive personal data) will be kept, but we will use only data that is necessary for marketing purposes (unless you have told us that you do not wish us to do so). If you would prefer not to receive any promotional mailings from Cox & Kings you may inform us at any time and we will remove your details from future mailing lists.

We take appropriate technical and organisational measures that are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. Our full privacy policy contains the procedure for reviewing and amending any personal data of yours we are processing. See [www.coxandkings.co.uk](http://www.coxandkings.co.uk) for details.



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 service available to you if you have a complaint, contact Abta, 30 Park Street, London SE1 9EQ or call 020 3117 0500 or [www.abta.com](http://www.abta.com)

The above applies only to services supplied by Cox & Kings Travel Limited and does not apply to services featured in this brochure that are provided by a Third Party Supplier where you enter into a contract with the Third Party Supplier.