

NUCO TRAVEL LTD BOOKING CONDITIONS 2017-18

Our Booking Conditions set out clearly and simply the responsibilities which we at NUCO Travel (Registered address: Beech House, , Gatley Road, Cheadle, SK8 1PY and Company Number 7821913) have to you and which you in turn have to us when you use our services. You may be booking the holiday for yourself only or for a group which may or may not include yourself. If you are making a booking for a group, you must obtain authority from all the group members to act on their behalf. Anyone under the age of 18 wishing to travel must, prior to departure, provide NUCO Travel with written consent from their legal guardian. You must ensure that all members of the group are made fully aware of these booking conditions and that they agree to be bound by them. All references to you/yourself in these booking conditions will mean yourself and any other persons that you are acting on behalf of.

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 Booking 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 (or failing this has the authority and permission to make a booking from a parent or legal guardian who has provided valid written consent to NUCO);
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. YOUR HOLIDAY CONTRACT - In order to complete your holiday booking it must be processed online at www.nucotravel.com. Your booking will not be processed unless you have checked the box agreeing to these booking conditions. Your booking is complete once you have fully completed the online booking process, your first payment has been received and we issue you with a booking confirmation. At this point a contract is formed between us. You are responsible for making sure you have submitted correct up-to-date personal contact details and if these details change you must amend your NUCO online account accordingly. NUCO Travel may communicate with you via SMS text message in the run up to and during your holiday and cannot be held financially responsible for elements of your package you may not benefit from should you not receive such messages. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

2. YOUR FINANCIAL PROTECTION: We provide financial security for package holidays and Flight-Plus arrangements through our membership with the Travel Trust Association (TTA) (membership number: Q0068) and ATOL membership (number T7470). The TTA provides total financial protection for the customers of TTA Members' in the event of a TTA Member's financial failure. The financial protection involves two aspects. Firstly, every TTA Member operates a Trust Account. Every single penny received from a customer must be deposited into the TTA Member's Trust Account. The Trust Account is supervised by an independent Trustee. Secondly, in addition to the Trust Account, every TTA Member will issue a Stand Alone Safe Seat Plan Guarantee to each passenger. This is a Guarantee from the TTA to the customer of their financial protection. Therefore, the Trust Account and the Guarantee will ensure that all the money which a customer has paid to a TTA Member is safely protected. When you buy a package holiday or Flight-Plus arrangements from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 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. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

If you book arrangements other than a package holiday from us, your monies will not be financially protected. Please ask us for further details.

3. YOUR HOLIDAY PRICE -

- a. **Payment Schedule** - In order to make a booking you must pay a minimum deposit or make full payment if the booking is made within 7 weeks of commencement as stated on the booking page. The remaining balance of the holiday must be paid no later than 5 weeks before departure; this is referred to as the **balance deadline date**. Where balances are not paid on time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set out in *section 7* below. If the balance is not paid on time but at our discretion we allow you to continue with your holiday booking, your holiday price will automatically be subject to an additional £20 admin fee.
- b. **Card Charges** - All holiday payments must be made by credit/debit card, we do not accept payments by cheque, cash or by bank transfer. Credit card payments made online are subject to the following fees: (i) Credit Cards - 2.5% per transaction (ii) American Express - 4% per transaction.

4. PRICING

The price of your travel arrangements has been calculated using exchange rates quoted on www.xe.com of 1st June 2017 in relation to the following currencies: £1.00 equates to €1.15

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 confirmed holiday is subject at all times to variations in:

transportation costs, including the cost of fuel; or

dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or

the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

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 confirmed travel arrangements (excluding any insurance premiums, 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. We will consider an appropriate refund of insurance premiums paid 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 changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you.

However, 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.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

5. **IF YOU CHANGE YOUR BOOKING** - If, after our confirmation email has been issued, you want to change any of your holiday arrangements we will do our best to meet your requirements. Changes to component elements such as ski hire, ski school, others extras, events or excursions can be amended free of charge up until the balance deadline date, this is done by managing your booking at www.nucotravel.com. After the balance deadline date all package elements are fixed and booking amendments are only considered on a request basis by emailing info@nucotravel.com. Where amendments are possible any additional costs incurred by NUCO Travel must be paid by you. Changes to major elements of your packages such as accommodation or transport may not always be possible and are only considered on a request basis by emailing info@nucotravel.com. For the purpose of clarity NUCO Travel reserves the right to decline any form of booking amendment after the balance deadline date.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

6. **PASSENGER NUMBERS** - We have a minimum number requirement for our tours; should your party not meet the minimum number requirement, you will be given the option to pay a supplement or cancel the booking. Where group numbers fall below 20 we cannot guarantee the provision of in-resort representation, and due to regulations with our suppliers in France, groups may be required to pay their own tax de sejour (approximately between 1-4€ per person per night) to the reception. We also reserve the right to pass on the charges of any extra coach transfer costs incurred due to a fall in group numbers. Unless specified at the time of booking groups of 15 people or less will not be offered a local coach pick up point, in such instances passengers will be expected (at their own expense) to make their own way to the closest available coach pick up point.

7. **IF YOU CANCEL YOUR BOOKING** – You may cancel your holiday at any time provided that the cancellation is made by yourself through the online system or is sent to us in writing to info@nucotravel.com. As this incurs administration costs we will retain all deposits paid, and in addition, apply cancellation charges according to the following schedule:

Period before departure in which you notify us	Cancellation Charge
More than 35 days	Deposit only
More than 28 days	60% of holiday cost
More than 14 days	80% of holiday cost
14 days or less	100% of holiday cost

Passengers who do not travel and do not officially cancel either in writing or online are termed a “no show”; any such passengers will not be provided with a cancellation invoice nor are they eligible for any refund and will be charged 100% of the total price. Passenger welcome packs and their contents remain the property of NUCO Travel for all cancelled and no show passengers. Anyone whose arrival into resort is going to be delayed by more than 24 hours must notify NUCO Travel in writing no later than the scheduled day of departure with their new arrival details; without prior written notification, late arriving passengers will be treated as no show passengers. NUCO Travel are not obligated to provide a ski pass to any passenger who arrives into resort any later than 09h00 on the second valid day of their ski pass even if prior written notification has been provided.

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

8. **NAME CHANGES** – If you wish to change the passenger name on your booking this can be done up until 48 hours prior to departure, it is not possible to change names within 48 hours of travel. The administration fee for a name change is £50 when processed more than 35 days prior to departure and £100 when processed 35-2 days prior to departure. In cases where NUCO incurs additional supplier costs on your behalf you be liable for such costs in addition to the name change fee. For example, if you are travelling by air and NUCO incurs an additional name change and increased fare from the airline then you are then liable for these costs plus the NUCO name change fee. If you are unable to find a replacement, cancellation charges will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.

9. **IF WE CHANGE OR CANCEL YOUR HOLIDAY** - We reserve the right, in any circumstances and at any time, to cancel your holiday. In the unlikely event of this happening we will offer you an alternative holiday, if available, and receiving or paying any price difference. If we have to cancel your holiday we are only liable for any monies that you may have paid to us at the time of cancellation and for the compensation payments detailed below. The exceptions to this are where the cancellation occurs as a result of your non-payment of the full holiday cost by the balance deadline date, if you are under 18 and have not provided NUCO with written consent to travel from your legal guardian, if your holiday is terminated as a result of your breach of the rules of personal conduct in Section 14 below, or in the event of “force majeure”. Force majeure means circumstances such as war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, technical problems, adverse weather, accidents with transport, government action and any other similar events beyond our control. In these circumstances, we cannot accept liability or offer compensation or refunds if we are forced to cancel, curtail or change, in any way, your holiday or where the performance or prompt performance of our contractual obligations is prevented or effected.

We will not, where possible, cancel your travel arrangements less than 35 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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 have to make a major alteration to your holiday such as location of resort, quality of the accommodation or dates of travel, we will notify you as soon as possible. A major alteration does not include changes made to component elements of a package such as accommodation location, changes in apartment allocation, changes in apartment sizes, changes in room allocation, changes in coach departure times or changes in ski school times. In the instance of a major alteration you will then be given the following options: (i) to accept the changes; or (ii) to take a substitute holiday of equivalent or superior quality if available and to pay any difference in price; or (iii) to take a substitute holiday of lower quality if available and to recover from us any difference in price; or (iv) to cancel your holiday. If you choose to cancel your holiday we will refund all monies paid by you except for insurance premiums. We will not pay any compensation for options (i), (ii), (iii) or (iv) where the changes are to component

elements, where the full holiday amount has not been paid by the balance deadline date, where group numbers are significantly less than those agreed on the holiday contract formed with your organising committee or as a result of 'force majeure'. No other claims for compensation will be considered.

Insurance If we cancel or make a major change and you accept a refund, 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.

Compensation

If we cancel or make a major change to your holiday less than 35 days before departure, we will pay you compensation as detailed below. 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 35 days	NIL
More than 28 days	£10
More than 15 days	£20
14 days or less	£30

We reserve the right to make changes to your holiday before and after your booking is confirmed. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor 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. Please note that carriers such as airlines used in the brochure may be subject to change.

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 35 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 20).

10. SURVEILLANCE EQUIPMENT - You understand, by signing these booking conditions, that NUCO may instruct contractors or third parties to ensure the security and safety of our customers, employees and agents. You understand that the contractors acting in their employment may use surveillance equipment and such equipment may capture images and/or videos of you. You agree to us capturing such footage and understand that this footage may be shared internally, with your university or group leader and also with third party organisations such as the police. The footage will only be shared as necessary for the safety and security of those involved in your booking and for the prevention and deterrence of crime and disorder.

11. CUTTING YOUR HOLIDAY SHORT - If you are forced to return home early, we cannot refund the cost of any travel arrangements 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.

12. IF YOU HAVE A COMPLAINT - If you have a complaint during your holiday, please inform both the relevant supplier in resort and NUCO Travel Head Office within 24 hours as per the contact details on your e-ticket and we'll do our utmost to resolve the problem within a further 24 hours. Complaints and issues verbally raised with a resort rep will not be considered official and will not be dealt with on a similar time frame. If the matter cannot be resolved whilst you are in resort, you must also notify us of your complaint within 28 days in writing by completing our "Register a Complaint" online form at <https://www.nucotravel.com/register-a-complaint/>. You will be required to provide us with full details of your complaint and all associated booking references. If we are not able to resolve your complaint satisfactorily, the Travel Trust Association can act as an independent intermediary. Please detail the matter in writing and post it to: Travel Trust Association, 3rd Floor, Albion House, High Street, Woking, Surrey, GU21 6BD. Should the response that you receive through the Travel Trust still not be satisfactory, they can then offer you an independent Arbitration Service.

13. WEBSITE ACCURACY - We have done our best to provide accurate information in our brochure and on our website at the time of publication. Some of the photographs shown are general skiing scenes, may not show the actual accommodation, and have been included to give an idea of our resorts. Many of the facilities described are not under our control and we reserve the right to change these if necessary. You will be notified of any such changes as soon as possible.

14. CONDITIONS OF CARRIAGE - When you travel on an aircraft, train, coach or ship, the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of these booking conditions is subject to English (Scottish) law and jurisdiction.

15. PERSONAL CONDUCT

- General** – NUCO Travel are not at any point acting in loco parentis for any of its passengers. Each passenger is responsible for their own well-being, you must do all that you can to take care of yourself and to minimise your exposure to risky or dangerous environments. You must do all that you can to safeguard yourself from injury. You should have access to money for emergency situations (in the region of 1,000€ on a credit card should be sufficient provided you have adequate travel insurance) and an operational mobile phone with international roaming enabled, a working mobile phone is crucial should you have a serious accident. Although NUCO Travel will do its utmost to support you in the event of an injury or you becoming unwell, it is your responsibility to take yourself to the nearest medical facility. NUCO's passenger resort support telephone line is not 24hrs, in an emergency you should contact the local emergency services.
- Behaviour** – NUCO Travel do not accept responsibility for a passenger should they be reckless, careless, or heavily intoxicated. We reserve the right to terminate the holiday of any passenger at any point in the event of unacceptable conduct which may cause damage, distress, danger, personal risk or severe annoyance to themselves, other passengers, employees, suppliers, property, or any third party. Our holiday responsibilities for any such passenger(s) then cease, the perpetrators of any damage will be responsible for the full cost of repair or replacement and we will be under no obligation for any refund, compensation or loss which you or your group may incur.
- Drugs** - NUCO Travel operates a zero tolerance policy to all those who are found in possession of illegal drugs, any such persons will be reported to the relevant authorities and their holiday will be terminated. This applies to any substance or practice which is illegal either in the United Kingdom or in your country of destination, even if the substance or practice is not illegal in the country in which it is found by NUCO staff. Any person found to be severely intoxicated, whether by illegal or legal drugs, or alcohol, will not be permitted to travel on NUCO transportation or to attend organised events or activities, and no compensation or refund will be provided.
- Transport** – You must at all times observe and follow the rules and regulations set out by NUCO Travel and its transport operators. You must be sat down with your seat belt on at all times while travelling on board any coach. The consumption of alcohol is not permitted at any time while on board any coach or transfer vehicle. If when arriving to either the coach or the transfer vehicle you are perceived to be drunk you will not be allowed to board either form of transport. If you are perceived not to have conformed to these rules you will be deemed a danger to those around you and your holiday will be terminated and no refund given or compensation granted. All passengers travelling by coach or transfer vehicle will be responsible for ensuring that their luggage is loaded and off-loaded at the correct points.
- Residences** - We reserve the right to terminate the holiday of any passengers who is in our opinion guilty of anti-social behaviour. It is French Law that when in holiday accommodation all tourists must remain quiet between the hours of 2200 and 0800. Public nudity in any form is not acceptable and will be deemed anti-social behaviour.

Where residences deem it necessary to contract additional night managers or security staff to manage your or your group's behaviour you are liable for the extra cost which will be deducted from your communal damage deposit.

- 16. 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 booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, 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.
- 17. DAMAGE DEPOSIT** - A damage deposit of £65/€100 per person is payable as part of your holiday cost. Your damage deposit along with that of the other members of your group is pooled together to form a larger "Communal Deposit". This is held by NUCO Travel to cover the cost of any additional charges levied against you, your group as a whole, or any other member of your group while on holiday. This includes but is not limited to: Damage, cleaning, or rubbish removal from any part of your accommodation including communal areas such as reception, corridors, lifts, stairwells, the surrounding land, and outside rubbish disposal and recycling points. Lost, unaccountable, or damaged apartment contents or keys. Additional security costs as a result of anti-social behaviour. Damage and or cleaning to; coaches, transfer vehicles, ferries or any public areas such as bars and nightclubs. In instance where a passenger is, in our opinion, guilty of anti-social behaviour, NUCO Travel also reserve the right to request that an additional damage deposit is paid to demonstrate the passengers desire to improve their behaviour. In the instance where for whatever reason the passenger is not prepared to pay this additional damage deposit, NUCO Travel reserve the right to terminate their holiday. Certain accommodation agencies may insist that as well as this damage deposit; one individual per apartment leaves a credit card swipe or pre-authorisation at the reception or agency on arrival in resort in order to obtain their room keys. In the event that any damage charge directly attributed to you or your apartment exceeds the total damage deposit you have paid, you are liable for the additional costs incurred. In instances where damage caused by other members of your group exceeds their personal damage deposit and NUCO Travel have not been able to recover the extra costs from the relevant passengers we reserve the right to reclaim these costs from the "Communal Deposit". NUCO Travel aim to make your damage deposit refund available for you to claim within 14 days (2 weeks) of your return. In circumstances where our suppliers are unable to confirm the cost of damage caused by you or your party within 7 days of your departure from resort this will in turn cause a delay in our ability to process your refund within the 14 day target, in such case we will do our utmost to keep you updated on the revised schedule. You must reclaim your damage deposit within 42 days (6 weeks) of your return, where damage deposits are not reclaimed in this period NUCO Travel reserves the right to retain the damage deposit. If you wish to reclaim your damage deposit into an international bank account you are liable for the costs of the international bank transfer. If you would like NUCO Travel to appeal against the charges levied against you by one of our suppliers on your behalf, you must notify us in writing with 7 days of receipt of the email entitled "Damage Deposit Refund." Please provide us with full details of the charges you'd like us to contest including adequate supporting evidence.
- 18. TRAVEL INSURANCE** - As a condition of booking, you must have appropriate travel insurance in place for your holiday. It is important that if you are skiing or snowboarding you have comprehensive winter sports insurance in place. NUCO Travel provides insurance policy options through its online booking system, passengers who take winter sports insurance provided through the NUCO have a 14 day cooling off period from the date of booking, after this they are not permitted to remove or change their insurance cover. If you arrange your insurance separately from NUCO Travel you must provide details of the insurance provider and policy number. NUCO Travel Ltd accepts no responsibility for any losses suffered by those passengers that are not appropriately insured.
- 19. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS & HEALTH FORMALITIES** It is each passenger's personal responsibility to ensure that he or she has valid travel documentation which meets the requirements of immigration and other authorities at every destination. In order to ensure compliance, passengers should carry a valid passport (and visa if applicable) or EU/EEA government issued national identification card on all journeys. Any fines, penalties, payments or expenditures incurred as a result of breach of these requirements shall be paid by or charged to you.. All passengers must ensure they have a corresponding valid NUCO Travel e-Ticket, this can be in paper printed form or a digital pdf form via their smart phone, this must be kept accessible for the duration of your holiday. 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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

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.

20. 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 conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

21. SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. 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 by us. We do not accept bookings that are conditional upon any special request being met.

22. OUR RESPONSIBILITY TO YOU -

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (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 if it results from:
 - (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

- (c) unusual or unforeseeable circumstances beyond ours or our supplier 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 or suppliers could not, even with all due care, have foreseen or forestalled.

(3) 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 an amount equivalent to the excess on your insurance policy which applies to this type of loss 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 and which don't involve 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 Conventions, which include The Warsaw/Montreal Convention (international 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.

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

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) 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) relate to any business.

(7) 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.

23. ACCOMMODATION – We have carefully selected all of the resorts and accommodation on the basis they are suitable for our customers. The vast majority of all our accommodation is budget self-catering apartments. Apartment provisions vary from one residence to another, however it should not be assumed that your accommodation and package includes elements such as bed linen, towels, end of stay cleaning, cleaning materials, Wi-Fi, televisions, or more than one set of keys. You should always check your specific inclusions with NUCO Travel prior to travel. Unless specified at the time of booking all packages are based on full occupancy of apartments and this can sometime necessitate two persons sharing a double bed. Keys to access your apartments are not available until 1700hrs on the day of arrival and then rooms must be vacated by 1000hrs on the final day of your accommodation booking. When vacating rooms they must be cleaned and left in the same state as you were given them. Customers will be responsible for paying any charges for cleaning, damages and/or breakages prior to departure from resort. Any charges not paid for in resort will be deducted from the passenger damage deposits. On arrival it is the responsibility of each passenger to report any pre-existing damage and maintenance issues with their apartment directly to the accommodation reception, or relevant accommodation agency, promptly and no later than 24 hours after arrival. Accommodation suppliers reserve the right to categorise any damage or maintenance issues reported after this deadline as none pre-existing. Reporting any such damage to a NUCO representative will not obviate the passengers' responsibility and hence any charges related to such pre-existing damage will remain chargeable from the damage deposit.

24. COACH TRANSPORT - Where coach travel is included in the package NUCO Travel will arrange all the timings and pick up points as agreed with your organising committee and the specific coach company. It is your responsibility to arrive at your departure point in good time, our coaches are on tight schedules and will not wait for latecomers. If you do miss your coach you are responsible for the cost and organisation of your onward journey. Our coaches have limited luggage space and therefore all passengers must adhere to our strict baggage allowance rules. Each passenger is permitted one main bag to go in the hold and one small bag to carry on board. Your main bag must be soft shell (hard shell cases will be refused) with a maximum weight of 15kg and must not exceed the dimensions: 1m x 0.5m x 0.5m. NUCO Travel will make appropriate arrangements for a limited number of skis or snow board to be carried by each coach, only those pre-booking slots of equipment carriage through the online booking system will be permitted to carry skis or snowboard on holiday. Anyone carrying ski or snowboard boots must ensure they are packed within their main hold bag and not in a separate boot bag. You are fully responsible for your own baggage at all times, where in transit you must ensure that your baggage is loaded and unloaded onto the correct vehicle at the correct time, NUCO Travel will not be held responsible for lost baggage. All the coach companies we contract must have in place a Europe-wide-24 hour response recovery policy. In the unlikely event of a coach breaking down, the coach company are responsible for arranging roadside / in resort assistance and /or for a recovery vehicle to be sent. NUCO Travel will monitor this recovery with the coach company and will try to keep you and your travelling group informed.

25. FLIGHTS – All flight information displayed on our website comes direct from the airlines that provide the flight. A 3rd party is responsible for scanning this data and supplying it to our website. Please be aware that in certain circumstances flight data may not be in real time and prices can fluctuate. All flight times are provisional and are subject to change by the airline providing the flight. You should check your flight timings at least 48 hours before travel. We accept no responsibility for you missing your flight if you have not done this. If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We accept no responsibility if such a situation arises. Please note that some airlines require you to check in online. Where applicable your paperwork includes instructions regarding the online check in procedure. Failure to check in online will result in check in fees at the airport which you will be liable to pay for. It is your responsibility to make sure that your luggage is within the allowance of the airline providing your flight. We strongly recommend checking your airlines luggage allowance before travelling as these are subject to change. We accept no responsibility for charges incurred for you going over your luggage allowance.

26. AIRPORT TRANSFERS – Where your holiday includes airport transfers to an airport – to catch a flight we will make every reasonable effort to ensure you arrive at the airport in time for your flight. We shall have no liability for any delay or failure to arrange to carry you, or for breach of contract, where caused by a circumstance beyond our reasonable control. Circumstances beyond our control shall include, without limitation: cancelled flights, war or threat of war, mechanical breakdown, accidents causing delays on our service route, other unforeseen traffic delays, riot, demonstration or any other local disturbance, exceptional severe weather conditions, fire and/or damage at an airport or in resort, compliance with requests of the police, customs or other government officials and security services, vandalism and terrorism, strike/industrial action, problems caused by other customers, bankruptcy, insolvency or cessation of trade of any carrier used by us and other circumstances affecting passenger safety.

27. DATA PROTECTION – None of the information you provide to NUCO Travel in connection with your booking will be divulged to persons unconnected with your group or holiday without your express permission. The contact details supplied including postal address, telephone number and email address will only be used to fulfil holiday or group administration and to communicate details of NUCO Travel products and services. The personal information supplied about group members will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards.

28. VAT – All continental prices for holidays with NUCO Travel are quoted inclusive of VAT. Please note that our operations fall with the Tour Operators Margin Scheme (TOMS) for VAT purposes and we are only able to issue a separate VAT invoice where prices are quoted exclusive of VAT. In all other cases, no VAT reclaim will be possible.

29. CONDITIONS OF SUPPLIERS

In the event that we use independent suppliers to make up your holiday, those suppliers provide the 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 us or the supplier concerned.

30. PROMPT ASSISTANCE IN RESORT

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

31. DELAYS, MISSED TRANSPORT ARRANGEMENTS AND OTHER TRAVEL INFORMATION

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. 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, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, 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. A delay or cancellation to 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 cannot accept liability for any delay which is due to any of the reasons set out in clause 20 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. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you via e-mail 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 despatched via e-mail 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://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

Our website 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.

32. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

33. FOREIGN OFFICE ADVICE

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 20).

34. JURISDICTION AND APPLICABLE LAW

These terms and conditions are governed by and will be construed in accordance with English law and any dispute will be subject to the exclusive jurisdiction of the English Courts. You 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. 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.

35. NO VARIATION - No variation of these terms and conditions shall be binding on either party unless it is made in writing.