Should the price of your Holiday go down because of the changes mentioned above, reuse your policy. Should you decide to cancel for this reason, you must exercise your monies paid, except for any amendment charges. We will consider an appropriate equivalent or higher quality, you will not have to pay more but, if it is of lower quality, for services such as landing taxes or embarkation or disembarkation fees at ports and Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable Surcharges – Price Increases after Booking

for ‘Late Holiday’ bookings. Please check with us or check on the website carefully services and facilities as advertised on our website or in any brochure will be available for ‘Late Holiday’ bookings may either be booked through promotional publications or from a brochure or on the website. Accommodation may either be named at the time of booking or allocated when you arrive at your destination. ‘Late Holiday’ bookings are not always cheaper than the prices in the brochure, as prices are set according to demand. Additional terms and conditions may apply for ‘Late Holiday’ bookings and, if so, these will be detailed on our reservation system or in any specific literature relating to such Late Holiday booking or on our website. Not all services and facilities as advertised on our website or in any brochure will be available for ‘Late Holiday’ bookings. Please check with us or check on the website carefully before

Surcharge – Price Increases after Booking

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Holiday may change after you have booked. In these situations we will make no change to the price within 14 days of your deposit. If this means that you have to pay an increase of more than 8% of the price of your Holiday (excluding insurance premiums and any amendment charges), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent 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, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or receive a refund. Should you decide to cancel your booking you may have the right to do so within 14 days from the date we send to you confirmation of the increase. Should the price of your Holiday go down because of the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements for your Holiday 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 law.

Your Booking

Before you book, please discuss your choice of resort, accommodation and transport with our reservations staff to make sure it will be suitable for you and the people you will be travelling with. The person who signs the booking form or completes the booking online or by telephone is the ‘lead name’. He or she must be 18 years of age or over at the time of booking. If you are under 17 when your parent/guardian is signing a contract on your behalf you need to make sure he or she has the authority to do so. Should the parent/guardian be travelling with an adult accompanying you, we will only allow you to travel subject to the following conditions. If at the time of departure you are 16 or 17 or are 17 when travelling on an “Escapades” branded holiday, you must provide written authority from your parent or guardian who must sign the booking form. We reserve the right to require the parent/guardian to produce a copy of their passport showing their name and signature or such other identification evidence as we may reasonably require. Written permission from a parent’s guardian cannot be accepted unless their signature can be verified. On a child’s booking form a different parent/guardian must sign the booking form. An adult of 18 years or over must accompany you if you are under 16 years of age on your departure date. The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information relating to the relevant brochure and website (as applicable).

When you book your Holiday, you agree to pay us either:

- A deposit at the time of booking followed by the remaining balance when due. You will be advised of the current deposit payable at the time of booking. The remaining balance is due 80 days before your travel date; or
- The full cost of the Holiday if you book a Late Holiday (see ‘Late Holiday Bookings’ above for definition), or, if it is 80 days or less before you go.
- In any event, we reserve the right to refuse your booking if the lead name has not received or does not receive a guarantee of travel payment from the relevant travel insurance provider

Flight times stated at the time of booking may be subject to change. Additional stopovers may be added to your flight. If these changes occur, we do not accept any responsibility for flight connections.

Once you have booked, we will issue an ATOL Certificate and/or a confirmation invoice setting out the Holiday details and price. The booking takes place and the contract is made when we issue the ATOL Certificate and/or confirmation invoice. Please check the details on your ATOL Certificate and/or invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your travel agent immediately. You must pay particular attention to the date your final payment is due as we may cancel your Holiday if you do not make your final payment on time. If we do this, we will keep your deposit. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be set out in accordance with the scale and ‘Exception’ set out in the section titled ‘Cancellation By You’.

If you fail to make payment of any sums when due then, without prejudice to our rights to cancel your booking and/or impose cancellation charges, we reserve the right to charge a higher 22 administration fee in addition to the cancellation amount. If you are in any way aware of doubt, this administration fee will be in addition to any other charges we decide in our discretion to charge. We cannot be bound by any payment and, for the avoidance of doubt, this administration fee will be in addition to any other charges we decide in accordance to the section “Cancellation By You”, for example if we agree to extend the due date for any payment due to us.

Disabilities and Medical Conditions

All of our tours require a certain degree of physical fitness and can involve a fair amount of standing and walking, often up and down steps, over uneven ground or cobbled streets. It is your responsibility to ensure that you and all members of your group have the levels of fitness and ability required for such activities.

You must provide us with full and accurate details of any existing medical or physical problem or disability (including, in particular, any need for wheelchair or rollator use) that may apply to any member of your group and which affect your arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in circumstances (Late Bookings) at the time of your booking). If in our reasonable opinion, your chosen tour arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone with who you provide all assistance that may be required, we have the right to refuse to accept the booking on behalf of the person who will be participating in certain elements of your tour. In which event we shall not be liable for any losses or compensation arising. If you do not give us full details of any medical or physical problem or disability at the time of booking, we can also cancel the booking in respect of any individual concerned when we find out the full details if in our reasonable opinion, your arrangements in the event of such a situation, cancellation charges as set out in the section entitled “Cancellation By You” will be payable.

Before You Travel

must make sure you have adequate travel insurance suitable for your needs before you travel. You cannot be responsible for any costs incurred as a result of you failing to do so. For your own peace of mind, the insurance should cover you if you have to cancel your arrangements, or for any emergencies such as illness or injury that arise while you are away (including the costs of repatriation).

Terms and Conditions

Please read these terms and conditions carefully. These conditions, together with our Privacy Notice and the written information we brought to your attention before we confirmed your booking, set out the terms and conditions of the contract between you and RSD Travel Limited. Please tell your and our other bookings to RSD Travel Limited is a company registered in England and Wales with company number 07507940 and has its registered office at RSD Travel Ltd., 2nd Floor Suite, Cuttlefish House, Cuttlefish Business Park, Welling Street, Towncaster NN12 6LF, United Kingdom. By making a booking, the first named person on the booking (the Lead name) agrees on behalf of themselves and everyone named on the booking that:

(i) He/she has read these terms and conditions and has authority to and has agreed to be bound by them;
(ii) He/she consents to our use of information in accordance with our Privacy Notice;
(iii) He/she is over 18 years of age (save for any exceptions referred to in the “Your Booking” section below) when placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase their services.
(iv) He/she accepts responsibility for payment of the booking on behalf of all persons named within the booking.

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can, if you so wish, deal with any disputes and Northern Irish or Scottish law shall then apply (as applicable).

When we refer to your Holiday in these conditions, except where otherwise stated, we mean the accommodation, transport and other holiday services (excluding Resort-booked Excursions, see below) that you book in the UK with us as a combined package governed by the Package Travel and Linked Travel Arrangements Regulations 2018.

Excursions

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours attended in resort for which additional payment is required. Excursions can either be booked and/or paid for at the resort (“Resort-booked Excursions”) or pre-booked and/or paid for at the time of booking (“Our Excursions”). All Excursions are supplied by third party suppliers and are subject to the clause titled “Suppliers Conditions” below. We accept, subject to the clauses entitled “Suppliers Conditions” and “Our Liability to You” below, responsibility for Pre-booked Excursions. However, Resernt-booked Excursions do not form part of your Holiday and are not governed by the Regulations. We do not have any responsibility or liability whatsoever for anything which may go wrong on a Resort-booked Excursion. We, our employees agents or suppliers are acting, depending upon the actual Resort-booked Excursion, either as agents for the relevant supplier or as agents for ourselves (as the case may be). In any event, we are not responsible for such Resort- booked Excursion is between you and the Resort-booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Resort-booked Excursion, literature, ticket or receipt you are given. For Resort-booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country, too. Please note that the provisions of this clause shall not be affected by the presence of any of our employees, agents or suppliers on any Resort-booked Excursion.

Information and Prices

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any misprints, we will update our computer reservation system or website as soon as possible. It is your responsibility to check the latest information at the time of booking.

Late Holiday Bookings

Certain bookings made within 80 days of your departure will be regarded as ‘Late Holiday’ bookings. You will be told at the time of booking whether or not the booking you seek to make will be classed as a “Late Holiday” booking and, if so, these will be detailed on our reservation system or in any specific literature relating to such Late Holiday booking or on our website. Not all services and facilities as advertised on our website or in any brochure will be available for ‘Late Holiday’ bookings. Please check with us or check on the website carefully before
Suppliers’ Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and they are liable, so far as the relevant supplier is concerned. Our suppliers’ conditions will also apply to your contract with us, and in the event of any conflict between the suppliers’ conditions and our conditions, the suppliers’ conditions will prevail, save to the extent that any term in the suppliers’ conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers’ conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. You can obtain copies of the relevant conditions from us upon request.

Changes You Make Before Travel

If you want to change your Holiday arrangements in any way, we will try to help you, although we cannot guarantee that we will always be able to do so as changes are subject to availability at the time. Please note that typically changes to scheduled flight tickets are restricted. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made may be reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. Please note that any change to your departure date, airport, transport, destination, accommodation, or length of stay has to apply to all members of your booking.

You may not change a holiday chosen from our brochures/websites to special offer holiday such as those featured in promotional publications, or to a ‘Late Holiday’ (see section ‘Late Holiday Bookings’), without our written consent and subject to an extra service charge, in which case we may charge a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made may be reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. Please note that any change to your departure date, airport, transport, destination, accommodation, or length of stay has to apply to all members of your booking.

If any member of the booking cancels and you cannot fill that person’s place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must also pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

Cancellation By You Due to Unavoidable and Extraordinary Circumstances

You have the right to cancel your Holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your Holiday destination or its immediate vicinity and which significantly affects the performance of the Holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not have paid for any pre-booked items or services.

For the purposes of this clause, examples of “unavoidable and extraordinary circumstances” include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to your destination.

Exception

Cancellation of certain transport arrangements can result in up to 100% cancellation charges regardless of the notice period given to us. In respect of scheduled airline tickets, 100% cancellation charges will almost certainly apply. We reserve the right to pass on these charges, which will apply to the transport element of your Holiday and the cancellation charges in the scale above will apply to the other elements of your holiday, e.g. accommodation, optional extras. Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the change listed in the section “Changes Made Before You Travel” above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and you may need to purchase new tickets. The cost of the new ticket may be greater than the cost of the original ticket.

Changes Made By Us Before Travel

From time to time we may have to change details of the Holiday you have booked. If any change will have a significant effect on your Holiday, we will tell you about it before your Holiday if there is sufficient time. Changes we will tell you about include:

- Change of your UK departure airport
- Significant change of your destination
- A change of more than 12 hours to the time you leave the UK or your destination
- If we downgrade your accommodation by one full ‘Tour Operator’ rating or
- If the swimming pool will not be available for an extended period during your Holiday, and no alternative pool is available either at the property or nearby.

If you do not want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative holiday of equivalent or better standard and price, at no extra cost, or a lesser expense holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different holiday offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Holiday and receive a full refund of any money paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed in the paragraph below headed “Suppliers’ Conditions Beyond our Control”, we will pay you compensation as shown in the table below. If you accept the significant change or opt to go on a different holiday that we have on offer, you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking, you will receive compensation...
as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

<table>
<thead>
<tr>
<th>Amounts</th>
<th>Compensation to Each Full Fare Parent</th>
<th>Compensation to Each Child Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>£0</td>
<td>£0</td>
<td>£0</td>
</tr>
<tr>
<td>£10</td>
<td>£5</td>
<td>£5</td>
</tr>
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<td>£15</td>
</tr>
<tr>
<td>£40</td>
<td>£25</td>
<td>£25</td>
</tr>
</tbody>
</table>

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on ‘free child places’, ‘free group places’ or infants.

Minor Changes By Us Before You Travel
Any changes we make to your booking will not be considered to be significant as outlined in the section titled ‘Changes Made By Us Before Travel’, will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. We are required to inform you of the identity of the airline operating your flight. However, in occasions it may not be possible at the time of booking to specify the airline or type of aircraft and we will provide the information as soon as it is available. In occasions, it will be necessary to change the operating airline and, as a consequence, flight times may vary. We reserve the right to change operating airlines or aircraft types at any time and those types of changes will not constitute a major change. We will strive to notify you of any alterations as soon as possible, however if there is a last minute alteration, this will be notified to you at check-in or at the boarding gate.

Circumstances Beyond Our Control
Except for when stated differently in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Holiday after booking, or we, or our suppliers, cannot supply your Holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, adverse weather conditions, industrial action, natural disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination or development.

Flight Delays
If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, you will be offered a suitable alternative if possible. If appropriate, we will also pay you compensation in accordance with the table in the section titled ‘Changes Made By Us Before Travel’ unless the reason for the change is due to circumstances beyond our control (see section titled ‘Circumstances Beyond Our Control’). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this case, we will have to return your total sum paid by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

Changes Made After Travel
If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, we will offer you compensation in accordance with the table in the section titled ‘Changes Made By Us Before Travel’ unless the reason for the change is due to circumstances beyond our control (see section titled ‘Circumstances Beyond Our Control’). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this case, we will have to return your total sum paid by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

Flight Delays
Delay also sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements for this will normally be the responsibility of the airline. For more details as to when an airline is actually responsible for your travel, please refer to the Air Travel Organisations (Compensation) Regulations 2005. Sometimes delays are caused by factors that are beyond our control.

Minor Changes By Us After You Leave
Any changes we make to your booking will not be considered to be significant as outlined in the section titled ‘Changes Made By Us Before Travel’, will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. We are required to inform you of the identity of the airline operating your flight. However, in occasions it may not be possible at the time of booking to specify the airline or type of aircraft and we will provide the information as soon as it is available. In occasions, it will be necessary to change the operating airline and, as a consequence, flight times may vary. We reserve the right to change operating airlines or aircraft types at any time and those types of changes will not constitute a major change. We will strive to notify you of any alterations as soon as possible, however if there is a last minute alteration, this will be notified to you at check-in or at the boarding gate.

Circumstances Beyond Our Control
Except for when stated differently in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Holiday after booking, or we, or our suppliers, cannot supply your Holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, adverse weather conditions, industrial action, natural disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination or development.

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If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, we will offer you compensation in accordance with the table in the section titled ‘Changes Made By Us Before Travel’ unless the reason for the change is due to circumstances beyond our control (see section titled ‘Circumstances Beyond Our Control’). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this case, we will have to return your total sum paid by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

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Flight Delays
Delay also sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements for this will normally be the responsibility of the airline. For more details as to when an airline is actually responsible for your travel, please refer to the Air Travel Organisations (Compensation) Regulations 2005. Sometimes delays are caused by factors that are beyond our control.

Minor Changes By Us After You Leave
Any changes we make to your booking will not be considered to be significant as outlined in the section titled ‘Changes Made By Us Before Travel’, will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. We are required to inform you of the identity of the airline operating your flight. However, in occasions it may not be possible at the time of booking to specify the airline or type of aircraft and we will provide the information as soon as it is available. In occasions, it will be necessary to change the operating airline and, as a consequence, flight times may vary. We reserve the right to change operating airlines or aircraft types at any time and those types of changes will not constitute a major change. We will strive to notify you of any alterations as soon as possible, however if there is a last minute alteration, this will be notified to you at check-in or at the boarding gate.

Circumstances Beyond Our Control
Except for when stated differently in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Holiday after booking, or we, or our suppliers, cannot supply your Holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, adverse weather conditions, industrial action, natural disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination or development.

Flight Delays
If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, we will offer you compensation in accordance with the table in the section titled ‘Changes Made By Us Before Travel’ unless the reason for the change is due to circumstances beyond our control (see section titled ‘Circumstances Beyond Our Control’). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this case, we will have to return your total sum paid by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

Changes Made After Travel
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procedures for the notification of complaints set out in the clause below titled “If You Have A Complaint”.

(vii) Should you become ill while on Holiday, you must, in addition to reporting your illness to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor and your GP, together with written authority for us to obtain a medical report from both those doctors.

(ix) If you or any member of your party suffers during your Holiday any difficulty through misadventure as a result of any activity which does not form part of your contracted Holiday arrangements, we will offer you prompt assistance without undue delay. Such assistance may include providing appropriate information on health services, local authority and Consular services and assisting you in making communications and helping you to find alternative travel arrangements. If the difficulty is caused intentionally by you or by your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1,000 per booking and is subject to you notifying us that you require such assistance within 7 days of the incident. If you are to be held to have been negligent, you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(x) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Holiday. Nothing in these terms and conditions shall affect any statutory rights that you may have against the carrier on a contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to that contract between us.

(xi) In accordance with Directive (EU) 2015/2302, where it is impossible for you to return to your departure point on the agreed return date due to “unavoidable and extraordinary circumstances” we shall provide you with the necessary accommodation for a period not exceeding two nights.

(xii) The limitation of cost for 3 nights accommodation referred to above does not apply to persons of reduced mobility when travelling by air and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that you have notified us of their needs at least 48 hours prior to travel.

Conditions of Carriage and Important Notices
When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens convention. You agree that the transport company’s own Conditions of Carriage will apply to you on that journey. When arranging this 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 these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to that contract between us.

These may or limit include, liability, especially in respect of lost or delayed baggage. Air Carriers are required to provide you a notice pursuant Article 6(1) of EC regulation 2026/2002. The notice is below and it complies with EC regulation (EC) no.689/2002. Article 2 of the Montreal Convention of 1999 (and any amendments to it that may be applicable) may apply and may limit the liability of air carriers for death or personal injury and in respect of loss or damage to baggage. Neither we nor any third party providing transportation shall be responsible for medicines, valuables such as cameras, cash, jewellery etc., packed in checked baggage. Certain airlines offer a special insurance which is only available if you specifically order it at the time of booking. If you have reason to believe that it is either impossible to travel safely to that destination.

The basis for the rules described above is the Montreal Convention of 29 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No. 889/2002 and national legislation of the Member States.

For claims made in juridications where these provisions are not in force, the Warsaw Convention of 12 October 1929 (and any amendments to it that may be applicable) may apply and may limit the liability of air carriers for death or personal injury and in respect of loss or damage to baggage. Neither we nor any third party providing transportation shall be responsible for medicines, valuables such as cameras, cash, jewellery etc., packed in checked baggage. Certain airlines offer a special insurance which is only available if you specifically order it at the time of booking. If you have reason to believe that it is either impossible to travel safely to that destination.

Air Carrier Liability for Passengers and Their Baggage
This information notice summarises the liability rules applied by air carriers as required by Community legislation and the Montreal Convention in relation to carriage to, from, or within the Community.

Compensation in the Case of Death or Injury
There are no financial limits to our liability for passenger injury or death. For damages up to 113 000 SDRs (approximately EUR127 000 Euros/ £106 000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance Payments
If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment will be not less than 16 000 SDRs (approximately EUR18 000/ £15 000).

Passenger Delays
In the case of passenger delay, the air carrier is liable for damage unless it took all necessary measures to avoid the damage or it was impossible to take such measures. Where the Montreal Convention applies, the liability for passenger delay is limited to 4 694 SDRs (approximately EUR5 000/ £4 000).

Baggage delays
In the case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1 131 SDRs (approximately EUR120/ £100).

Destruction, Loss, Damage or Delay To Baggage
The air carrier’s liability for loss or damage to baggage, including damage caused by delay, is limited to 1 131 SDRs (approximately EUR120/ £100), unless the passenger proves that the damage resulted from an act or omission by the carrier or its agents, done with intent to cause damages or recklessly with knowledge that damage would probably result. The air carrier shall not be liable for damages caused by baggage delay if it proves that it took all reasonable measures to avoid the damages or it was impossible to take such measures. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage
A passenger can benefit from a higher liability limit by making a special declaration at check-in and by paying a supplementary fee.

Complaints on Baggage
If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complaint to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complaint within seven days, and in the case of delay or loss, within 14 days, in both cases from the date on which the baggage was placed at the passenger’s disposal.

Liability of Contracting and Actual Carriers
If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages at the option of either. Both the contracting and the actual air carrier are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

Time Limit for Action
Any action in court to claim damages must be brought within 2 years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.

Basis for the Information
The basis for the rules described above is the Montreal Convention of 29 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No. 889/2002 and national legislation of the Member States.

For claims made in juridications where these provisions are not in force, the Warsaw Convention of 12 October 1929 (and any amendments to it that may be applicable) may apply and may limit the liability of air carriers for death or personal injury and in respect of loss or damage to baggage. Neither we nor any third party providing transportation shall be responsible for medicines, valuables such as cameras, cash, jewellery etc., packed in checked baggage. Certain airlines offer a special insurance which is only available if you specifically order it at the time of booking. If you have reason to believe that it is either impossible to travel safely to that destination.

We will refer you to the document entitled “Conditions of Contract and other important notices” which you find in this link: https://www.rsd-travel.co.uk/terms-of-transportation/
Customer Relations Report Form. If you do not have the services of a Representative, or they are not available, you must contact our UK Duty Office (on the number shown on your travel documentation) straight away.

When you get back home, send a letter (and where possible, enclose your completed Customer Relations Report Form) to our offices in the UK within 28 days of returning home. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from scheduled airlines, we will act as a liaison between you and the airline to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

The address to send your completed form and letter to is:
Customer Relations Department,
Business Address: RSD Travel Ltd., 2nd Floor Suite, Cuttlemill Farmhouse, Cuttlemill Business Park, Watling Street, Towcester NN12 6LF, United Kingdom or email your complaint to: support@rsd-travel.co.uk

We would like to point out that failure to follow the above procedures during your holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered. It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once your holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your holiday, prevent us from carrying out a proper investigation.

Please note that we offer an Alternative Dispute Resolution Service through our ABTA membership. Further information on the ABTA Code and Arbitration Scheme can be found at www.abta.com/consumerservices. The Scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can deal with compensation claims which include an element of minor injury or illness, subject to a limit of £1,500.00 on the amount the arbitrator can award per person in respect of this element.

Data Protection
Please see our Privacy Notice which explains how we will process and use your personal data.

Your Financial Protection
We hold an Air Travel Organiser’s Licence (ATOL) granted by the Civil Aviation Authority. Our ATOL number is 10396.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, 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 or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, 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.

Last updated: July 2018