

# BOOKING CONDITIONS

Your contract is with Titan Travel (UK) Limited ('Titan' or 'we' or 'our' or 'us'). We set out below an explanation of the conditions that apply when you book a holiday with us. It is important that you read these conditions together with the holiday and cruise information in our brochure, as they not only define our obligations to you but also impose some important commitments upon you. If any part of these booking conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity will not affect the other provisions which shall remain in full force and effect.

## 1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept, and do accept on behalf of your party, the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. It is your responsibility to provide accurate details at the time of booking, including ensuring passenger details exactly match passport details. It is also your responsibility to check that the information on the confirmation invoice and ATOL Certificate (if relevant) is correct and includes details of everything you have booked (including flights, hotels and other services). If any of the passenger or holiday details on the confirmation invoice or ATOL Certificate (if relevant) are incorrect or incomplete, you must notify us immediately. We will pass on any additional charges incurred as a result of any details not being correct. We reserve the right to refuse to accept and/or not proceed with any booking at any time at our sole discretion. This contract is governed by English law and the jurisdiction of the English courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. A complaint may be referred to arbitration - see section 11.

## 2. Your financial protection and peace of mind.

We provide full financial protection for our package holidays.

**2.1.** For flight-based holidays this is through our Air Travel Organiser's Licence number 11746 issued by the CAA of 45-59 Kingsway London WC2B 6TE, www.caa.co.uk, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

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

**2.2.** When you buy a package holiday that doesn't include a flight or you receive an ATOL Certificate but all the parts of your trip are not listed on it, financial protection for your package holiday or the parts that are not ATOL protected is provided by way of a bond held by ABTA - The Travel Association of 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency, ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

**2.3.** In addition to the above, monies paid to Titan Travel (UK) Limited for flight-based holidays requiring an ATOL are protected through the operation of a CAA approved trust account controlled and administered by an independent trustee, PT Trustees Limited. You agree that all monies you pay to us for the flight-based holiday will be paid into a separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for you) pursuant to a trust deed entered into between us, PT Trustees Limited and the Trustees of the Air Travel Trust. Money paid into that trust account may only be released in accordance with the terms of the trust deed. This means that for all flight-based holidays, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or, in the event your holiday is in the future, you will be refunded any money you have paid in advance.

Please note that items not purchased through Titan Travel (UK) Limited will not be protected.

## 3. Your holiday price

**The Titan Price Promise:** It is a Titan principle that the earlier you book, the lower the price you pay. Our holiday price promise provides complete peace of mind and means that if we subsequently reduce the price of your holiday to below what you have already paid (after any discounts have been applied), we will contact you to refund the difference. This guarantee applies to tour prices only (excluding any selected loyalty rewards we may offer to past travellers from time to time) and does not include ad hoc or optional services such as airline upgrades, holiday additions, extended stays or regional connecting flights. Occasionally, we may promote selected special offer holidays which are excluded from the Titan Price Promise, but in such cases this will be made clear in the terms and conditions attached to such offers. The Titan Price Promise applies as long as the discounted holiday is exactly the same package offered under exactly the same terms of sale (which means the full terms that apply to your holiday contract, including your cabin grade and whether your cabin is allocated at the time of booking or at embarkation). In calculating any possible saving due, we'll take into consideration all offers and discounts that were applied at the time of booking and compare the overall price that you've been charged with the current price.

**Price:** Holiday prices can be influenced by taxes such as air passenger duty, aircraft insurance, security, fuel and other associated costs, as well

as exchange rates, suppliers' costs and economic trends. The prices shown in our brochures are based on current charges and costs, but they may go up or down. We reserve the right to alter the price of any holiday in our brochures, introduce supplements or correct pricing errors, and will notify you of the current price prior to any booking - please call us or visit our website for the most up-to-date prices.

After you've made a booking, we can only change your holiday price in very limited circumstances relating to the United Kingdom's decision to leave the European Union. In any event, we guarantee that there will be no change to the price within 20 days before the date of your departure (unless you amend your booking). We can only increase the price of your holiday if there has been a change in the cost of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates, each as a result of the United Kingdom's decision to leave the European Union. We will also absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You may be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

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

Titan reserves the right not to be legally bound in the case of incorrect pricing and acknowledgement of such an error does not mean acceptance of it.

**Local taxes:** Please note that local taxes are not included within the holiday package price and where necessary these will need to be paid locally by you.

**Optional ad hoc services:** We provide you with the option to specifically request extras which are in addition to or adaptations of our standard packages. Prices for optional ad hoc services such as extensions, extra accommodation, upgrades and domestic flights ('ad hoc' services) can vary depending on when you book. Please note that adding an ad hoc service may result in additional non-refundable charges to our standard packages due to changes in flight dates, changes to our standard allocated accommodation periods and additional costs passed to us from third party suppliers. You will be notified of the total price of your holiday prior to booking, along with any additional or higher non-refundable deposit amount payable.

Please note that where a flight upgrade has been booked and there is a change of airline prior to your departure date it may not be possible to offer an equivalent upgrade or there may be an additional cost payable (we will refund you the difference if the upgrade with the new airline is of a lower value). In this situation, we will offer you the opportunity to revert to economy class and refund you the cost of the upgrade, pay any additional costs for the equivalent upgrade or cancel with a full refund of all monies paid. Compensation will not be payable.

## 4. Seamless travel from door to tour.

**VIP door-to-door travel service:** The majority of Titan's VIP door-to-door transfers are not exclusive to one booking. Journeys may be undertaken via additional addresses and may involve a change of vehicle. For journeys of less than 100 miles, we may deviate from your direct route by up to 30 minutes. For journeys over 100 miles, we may deviate from your direct route by up to 60 minutes. VIP door-to-door transfers are available within mainland UK only. In the Scottish Islands and Sark where vehicle access is restricted, we invite guests to nominate a mainland address for their pick-up. At busy times of the year, we supplement this service with carefully selected, private chauffeur driven vehicles which offer the same standard transfers.

**Airport meet-and-greet service:** Not available on departures from some UK regional airports.

**Fly from an airport near you:** Local flights are subject to schedules and availability. Applicable supplements will be quoted once flight schedules become available, which may be after your initial booking date. Additional or higher non-refundable deposits may be payable for flights with low-cost airlines. Due to differing flight schedules, we may arrange a separate or private transfer from the airport to your first hotel (and from your last hotel to the airport).

**Connecting flights to London:** Connecting flights are subject to schedules and availability. Applicable supplements will be quoted once flight schedules become available, which may be after your initial booking date. Additional or higher non-refundable deposits may be payable for flights with low-cost airlines. Due to differing flight schedules, overnight accommodation may be required at an additional cost. It is not possible to transfer customers from Scotland to London airports by road, therefore connecting flights will be required.

Transfers to the airport, seaport or any other place of departure within the UK, where included in the price of your holiday, are a free-of-charge service.

## 5. Group sizes

Your holiday will be cancelled if the minimum number of customers is not reached. For Small Group Tours & Ocean Cruises the minimum number of customers is 10 and for Standard Tours and River Cruises the minimum number of customers is 20. If the minimum number of customers is not reached, we will inform you or your travel agent in advance of your balance due date and you will have the option to move to an alternative date or holiday (additional costs may apply), or receive a full refund of all monies paid. See section 10 for information relating to cancellation for any other reason.

## 6. Paying for your holiday

Unless specified otherwise, when you make your booking, you must pay a deposit amount per person of £195.00. Please note some holidays and flights with low-cost airlines may require an additional or higher non-refundable deposit. You will be advised of any additional or higher non-refundable deposits at the time of booking.

The balance of the price of your travel arrangements must be paid at least 75 days before your departure date, or as advised at the time of booking and stated on our confirmation invoice. Unless you are otherwise advised, bookings made after the balance due date (as set out above) must be paid in full at the time of booking and we cannot confirm your booking until full payment is received. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

**Low deposit offers:** Occasionally, we may promote low deposit offers for a specified time period. Please note some holidays may require an additional or higher non-refundable deposit. These exceptions will be advised at the time of the booking.

**Refunds:** If you are entitled to any refund(s) relating to your booking, this will go to the lead passenger who made the booking, usually by the same payment method that was used to pay us. In the case of card payment, refund(s) will be made to the appropriate card account(s). Any fees incurred when making a payment will not be refunded unless we cause the cancellation. No refund is available after your departure date if you attend part of the holiday only, or vary or extend the holiday arrangements.

## 7. If you change your booking.

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be from the **person who made the booking** or your travel agent. You will be asked to pay an administration charge of £25 per person, and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. Note: Certain travel arrangements (for example, flights with low-cost airlines) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

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

## 8. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Notification from the **person who made the booking** or your travel agent must be received at our offices and the cancellation will be **effective from the date it is received at our offices**. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as per the table at the end of these booking conditions, or as advised by your sales consultant (see also the exception below). Please note that any additional or higher non-refundable deposits paid will be included in the cancellation charges set out in the table at the end of these booking conditions or advised by your sales consultant. Should cancellation occur before your balance due date, the cancellation charge will, therefore, be loss of deposit plus any additional and/or higher non-refundable deposit paid. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by Unavoidable and Extraordinary Circumstances. **Unavoidable and Extraordinary Circumstances** means a situation that is, in our opinion, beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to, war, threat of war, riots, civil strife, terrorist activity, Government action or restraint, industrial disputes, natural or nuclear disasters, fire, low or high water levels, adverse weather conditions including hurricanes, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines and closed or congested airports. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

### Notes:

- If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- If one person sharing a twin/double or triple room or cabin should cancel, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

## 9. If we change your booking

We plan the holiday arrangements many months in advance and, although unlikely, we may need to make changes. It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of **insignificant changes** include, but are not limited to, changes to airline carriers; changes to aircraft type; alterations of your onward/return flights which do not result in a change to date of departure; change of accommodation to another of the same or higher standard; flights becoming indirect; closure of hotel facilities for improvement; building works; changes to advertised amenities; changes to itineraries; changes to included and optional excursions and entertainment. Please note we will not pay compensation or offer alternative options if we make an insignificant change.

If we have to significantly alter any of the main characteristics of the travel services that make up your holiday package, you will have the rights set out below.

**9.1.** We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one. If the alternative holiday is of a lower value, we will refund any price difference. If the alternative holiday is of a higher value, you will be required to pay the additional amount. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

**9.2.** If you choose to accept a refund, we will pay compensation as per the table at the end of these booking conditions except where the significant change is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

Examples of **significant changes** include, but are not limited to, a significant change of resort or holiday duration, where your stay is for 3 nights or more; a change of accommodation to that of a lower category for 3 nights or more; a change in departure date; a change of departure airport (except between London airports, between Birmingham and East Midlands airports, between Sheffield, Doncaster, Manchester and Leeds Bradford airports, or between Liverpool and Manchester or between airports in Scotland) or your cruise being cancelled by the cruise company or shipping line.

Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

## 10. If we cancel your holiday.

We reserve the right to cancel your booking. We will not cancel after the balance due date, except for **Unavoidable and Extraordinary Circumstances** or a failure by you to pay the final balance. If your holiday is cancelled (for reasons other than a failure by you to pay the final balance) you can either have a full refund of all monies paid or, where available, accept an offer of alternative comparable travel arrangements. We will refund any price difference if the alternative is of a lower value. In the event a refund is paid to you, we will pay compensation as per the table at the end of these booking conditions except where the cancellation is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

## 11. ABTA

We are a Member of ABTA, membership number Y174X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 12. If you have a complaint

We are proud of our high reputation for customer satisfaction and strive to reach amicable settlement of the small number of complaints we receive. If you have a complaint about any of the services included in your holiday, you must inform our representative or locally appointed agent or hotel director without undue delay who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Service Department at Titan Travel, Titan House, Crossoak Lane, Redhill, Surrey, RH1 5EX giving your booking reference and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see section 11 above on ABTA.

## 13. Additional assistance

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

## 14. Our liability to you

We are responsible for the proper performance of all travel services included in this package. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or any member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or Unavoidable and Extraordinary Circumstances. Except in cases involving death, injury or illness, the liability of Titan and any company within the group of companies which Titan is part of (including its employees, agents and subcontractors) shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions. Copies of the travel service contractual terms or the international conventions shall be provided on request. Under EU law (Regulation 261/2004), you have rights in some circumstances to refund and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be published at EU airports and available from airlines. If you are unhappy with your airline's response you may complain to the Civil Aviation Authority (Telephone 020 7453 6888 or visit [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers)). Please note that reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payment to you are due from us, any payment made to you by the airline or any other service provider will be deducted. You agree to assign to Titan any rights that you may have against a third party or person which have caused or contributed to our legal liability to you or which result in us incurring costs on your behalf. You agree that you will provide us and/or our insurers, with all reasonable assistance to pursue a claim against any third party or person.

If it is impossible to ensure your return as scheduled due to Unavoidable and Extraordinary Circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. Note: this entire section 14 does not apply to any separate contracts that you may enter into whilst on holiday (for example, for excursions, entertainment, amenities, activities, other tours, meals and other purchases).

## 15. Your responsibilities

- Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.
- You are responsible for the behaviour of yourself and your party. We reserve the right to refuse or cancel your booking or to remove you or a member of your party from any tour or holiday if, in our view, your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous, antisocial or annoying to other people. In such an event, no compensation or refund will be payable and you will be liable to pay any additional expenses reasonably incurred in arranging the curtailment.
- You are responsible for the carriage and care of your luggage throughout your holiday except for such times as it may be in the hands of an airline; where in such circumstances the airline's specific terms and conditions relating to the carriage of baggage will apply. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.
- You must comply with the terms and conditions of the third party suppliers of any travel services that form part of the package. Failure by you to observe such terms and conditions which are incorporated into this contract and available upon request may affect any compensation or liability we may have towards you.

- COVID-19 vaccinations - it is a mandatory requirement for travel on our holidays travelling until 31 December 2022, that all customers must have been vaccinated against COVID-19 using a COVID-19 vaccine approved by the UK's Medical and Healthcare Regulatory Authority. We reserve the right to request that you provide evidence to our reasonable satisfaction that you and each member of your party has or will have received the full course of such vaccination not less than 14 days prior to departure. If you refuse to provide such evidence or confirmation upon our request, you and each member of your party will be denied travel and your holiday package will be treated as having been cancelled by you in accordance with section 8 and cancellation charges will apply as per the table contained in these booking conditions. If you or any members of your party are unable to travel because you or they will not have received the full course of the vaccine at least 14 days prior to departure, you are not entitled to a refund but you may amend your holiday to a different date in accordance with section 7.**

## 16. Mobility and Assistance.

The cruise ships we use have a limited number of cabins adapted for use by those with restricted mobility and are limited as to the number of disabled passengers or passengers with reduced mobility that they can carry. We reserve the right to refuse the carriage of any person if carrying such a passenger would breach any applicable safety requirement or law. We also reserve the right to refuse carriage if the design of the vessel and/or the port infrastructure and equipment would make carriage unsafe or not operationally feasible. We reserve the right to require that a disabled passenger or a person of reduced mobility is accompanied by another fare paying person capable of providing assistance to ensure compliance with any applicable safety requirement or law or if the design of the vessel and/or the port infrastructure and equipment means that a disabled passenger or person of reduced mobility cannot be carried in a safe or operationally feasible manner without the assistance of another person. Please note that personal daily care cannot be provided by any member of the ship's staff.

Please advise us at the time of booking if you or any member of your party has reduced mobility, requires a specially adapted cabin or would require assistance in an emergency, or as soon as possible before departure should there be a change in circumstances. This is essential for travel by sea or inland waterways, as a risk assessment may need to be carried out prior to your departure. If you do not inform us of such a condition, we will not be liable if an airline or cruise line refuses to accept you or any member of your party as a passenger. In the same respect, for land-based holidays we need to be made aware of any special requirements that may affect your holiday as our representatives will only be able to provide support in an emergency.

Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of your disability, age or a temporary injury. To take full advantage of the service you need to book at least 48 hours in advance of your flight. Please contact us as soon as possible prior to your departure. Please note that we reserve the right at any time to ask passengers to produce medical evidence of their fitness to travel (including submission of a medical certificate certifying suitability of the holiday).

## 17. Holiday Information

Delays: If you are delayed at point of departure, we will do our best to arrange meals plus accommodation on overnight delays.

Any optional activities (for example, excursions, entertainment, activities, amenities, other tours), meals or other purchases ('Optional Extras') that you may choose to book or pay for whilst you are on holidays are not part of your package holiday provided by us. For all Optional Extras, your contract will be with the operator/supplier of the Optional Extra and not with us. We are not responsible for the provision of the Optional Extra or for anything that happens during the course of its provision by the operator/supplier. We cannot guarantee that the Optional Extras will be available during your holiday and they will only operate if a sufficient number of people wish to take part. Optional Extras are sold subject to the laws and the exclusive jurisdiction of the courts of the country or state where purchased. We have included them in brochures and on the website to illustrate your choice, not as a recommendation to take part. Tour managers and local representatives are instructed not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply that they have acted as an agent or that these activities have been approved and offered for sale by us.

Actual seat numbers on flights booked by us cannot be guaranteed as there may be changes for airline operational, safety or security reasons. However, the airline will where possible re-accommodate your seats together and match your seating preferences. Where this is not possible, we will refund any applicable seating charges paid to us for the flights affected.

We will advise you with your holiday confirmation of any vaccinations that are required as a condition of entry to the country(ies) that you are visiting. We recommend that you consult your doctor at least 12 weeks before departure, and they will advise you about any other vaccinations required. You may wish to refer to government health advice for your destination at [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice) or call the 24-hour phone line 0845 850 2829 - calls cost 4p per minute with BT; other network prices may vary.

EU Banned Carriers List: In accordance with EU Directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community List' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at: <https://ec.europa.eu/transport/modes/air/safety/air-ban>.

The Foreign, Commonwealth & Development Office provides up-to-date advice and safety information for British nationals travelling abroad. For the latest travel advice from the Foreign, Commonwealth & Development Office, please visit [gov.uk/foreign-travel-advice](http://gov.uk/foreign-travel-advice).

## 18. Medical Information

You are responsible for ensuring that you declare any existing medical conditions, disabilities or mobility restrictions affecting you or a member of your party which may require assistance before you book your holiday or, if newly diagnosed after booking, immediately after diagnosis and no later than 48 hours before departure. If there is a change in your medical condition (or that of a member of your party) or you (or a member of

your party) develop a new medical condition, please call us as soon as possible. This is essential for all bookings.

For travel by sea or inland waterways, a risk assessment may need to be carried out to confirm if your carriage is possible prior to your departure. If you do not inform us of such matters as set out above, we will not be liable if a transport provider refuses to accept you or any member of your party as a passenger.

For cruises, women who are up to 24 weeks pregnant by the end of the holiday are required to provide a medical certificate of fitness to travel. We cannot carry passengers who will be 24 weeks or more pregnant at the end of the holiday. We reserve the right to request a medical certificate at any stage of pregnancy and to refuse travel if we and/or the Master of the ship are not satisfied that you will be safe during your holiday. The doctors aboard the ships (if any) may not be qualified to deliver babies on board, or to offer pre or postnatal treatment, and no responsibility is accepted by Titan in respect of the ability to provide such services or equipment.

For air travel, you are subject to the terms and conditions of your airline, who will have its own policies. Please let us know if you are pregnant or become pregnant prior to departure.

## 19. Insurance

A condition of your booking is that you're suitably insured for your trip which must include COVID-19 cover. We strongly recommend this is purchased as close to your booking date as possible, to cover you for any unforeseen cancellations. You must notify us of your insurance details no later than 4 months prior to departure, failure to do so means we will not allow you to travel and will treat your holiday as cancelled with the applicable cancellation fee being charged. You must be adequately insured for all your needs to cover all contingencies such as medical expenses, repatriation, and baggage cover. While on holiday, should you choose to take part in any activity which can be deemed as being of a hazardous nature (for example, hang gliding, hot air ballooning, white-water rafting, etc.), it is essential to ensure that cover is provided under the terms of your travel insurance.

If you are in doubt, you should contact your insurer. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request that you sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose all your rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

## 20. Data Protection

Any personal data that you provide will be held securely and for the purpose you have provided it, in accordance with data protection legislation. We may need to disclose personal data to a third party including countries outside the European Economic Area (EEA) for the purpose of providing your holiday. In addition, your data may be disclosed to regulatory bodies or public authorities such as customs or immigration for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes; and it may be used for marketing, offering renewals, research and statistical purposes and crime prevention.

Where Titan has obtained your permission to do so, they will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time, you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by calling 0800 988 5811. For further information about how Titan uses your personal information, please visit [www.titantravel.co.uk/more-information/privacy-statement](http://www.titantravel.co.uk/more-information/privacy-statement) or contact the Saga Group Data Protection Officer by email: [data.protection@saga.co.uk](mailto:data.protection@saga.co.uk) or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

Where you provide information about another person, we accept it on the basis that you have their permission to give us access to their personal data (including any sensitive personal data) and that you have told them who we are and what we will use their data for, as set out above.

Note: We are committed to the ongoing training of our staff and this may involve the recording of telephone conversations.

## 21. Advance Registrations

You are able to secure your place on your desired holiday before the general release date with a refundable deposit of £50 per person. As soon as we are able to finalise your holiday plans, we will contact you to provide all the necessary details and collect any additional deposit. A contract will exist as soon as we issue our confirmation invoice. Should you decide against travelling on this holiday prior to receiving our confirmation invoice or if we are unable to confirm your chosen holiday, your deposit is fully refundable.

## 22. Travel Agents

When you buy a flight-based holiday, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

## 23. Brexit.

Please be aware that some travel services could be affected as a result of the United Kingdom's decision to leave the European Union. Examples of this could include the inability of airlines to operate flights (including the loss or restriction of rights in respect of transit, air traffic or entry into an airspace), an unavailability of some flight routes, changes to the visa requirements of British citizens and limited or no access to certain airports and ports. If we become aware of any confirmed bookings that will be affected, we will let customers know as soon as possible. However, as this situation is extraordinary and outside of our control, we would treat any such changes or cancellations as being due to Unavoidable and Extraordinary Circumstances. Please note that we do not accept any responsibility or liability for any consequential loss or expenses customers may incur in these circumstances. We strongly encourage customers to take out travel insurance to cover consequential losses and expenses.

Titan Travel (UK) Limited (registration no. 12102155) is registered in England and Wales. Registered office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Telephone: 01293 422496. Email: [customerservices@titantravel.co.uk](mailto:customerservices@titantravel.co.uk)

Period before departure within which notice of cancellation or significant change is received by us or notified to you.	Compensation if we make a significant change	If we cancel your holiday amount you will receive from us.	If you cancel your holiday amount of cancellation charge.
75 days or more	£Nil	Deposit only	Deposit only
74 - 43 days	£15	100% of holiday price + £15	50% of holiday price
42 - 29 days	£30	100% of holiday price + £30	75% of holiday price
28 - 15 days	£45	100% of holiday price + £45	90% of holiday price
14 - day of departure or after	£50	100% of holiday price + £50	100% of holiday price