

# Land Rover Expeditions Adventure Holidays

## Terms & Conditions of Booking

### General Information / Advice

#### Arranging Your Holiday:

For help and advice in arranging your Land Rover Expedition please call your travel specialist at World by Design on 01494 733649, or email [landrover@worldbydesign.co.uk](mailto:landrover@worldbydesign.co.uk), who will be delighted to help you.

#### Foreign Office Travel Advice:

The Foreign & Commonwealth Advice Unit may have issued information about your holiday destination. You are advised to check this information on BBC2 (Ceefax) page 470 onwards or visit [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel). Alternatively please call them on 0870 606 0290 or ABTA information department on 0901 2015050 (calls charged at 50p per minute).

#### Consumer Protection:

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure/website and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 6779) administered by the Civil Aviation Authority and a bond held by ABTA.

#### ATOL/ABTA Bonding:

If you book arrangements other than a package holiday from the brochure, your monies are protected by way of a bond held by ABTA. When you buy an ATOL protected air holiday package from us, you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6779. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). If you book arrangements other than a package holiday from this brochure, your monies are protected by way of a bond held by ABTA.

The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our prices, ATOL protection does not apply to all holiday and travel services shown in this brochure. Please ask us to confirm what protection may apply to your booking. The air holidays and flights shown are ATOL protected by the Civil Aviation Authority. Our ATOL number is 6779. ATOL protection extends primarily to customers who book and pay in the United Kingdom

#### ABTA:

World by Design is a member of ABTA, membership number J2041. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising of, or in connection with this contract. Further information on the Code and arbitration can be found at [www.abta.com](http://www.abta.com)

#### Travel Insurance:

It is important that you obtain insurance cover that is adequate for all your needs, taking into account any participation in sports and activities whilst on holiday are done so at the individuals own risk and it is your responsibility to obtain the relevant insurance to cover your needs.

#### Flights:

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/arrival time previously given to you or shown on your ticket. It is for this reason that all clients are required to reconfirm their flights, with the airline 72 hours prior to departure. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless the Company is advised by you within 72 hours of receipt. Generally, air tickets that offer no flexibility are the lowest price and you may wish to consider this when making your reservation.

#### Flight Seat Requests and Aircraft:

We strongly recommend that you check in early if you have particular seat requests. World by Design will pre-book seats where possible but has no control over the allocation of seats by the airline. Seats numbers given at time of booking are never guaranteed and can therefore change. The provision of particular seats does not constitute a term of your contract with us. Airlines operate both more modern and older aircraft within their fleet. We regret that we cannot guarantee the type of aircraft you will travel on, this is again subject to change and general availability. Although some airlines offer the facility to book seats online this is not always possible with us as our holidays are based on Tour Operator fares.

#### Code Share Flights:

It is a common practise for scheduled airlines to use a code share system, which may include you flying with one of their partner airlines. If this situation arises, it is not classed as a major change.

**Advance Registrations/Out of Date Range Flights:**

Scheduled airlines generally do not have their seats loaded to sell until approximately 11 months before departure. If this applies to you we will inform you at the time of booking and we will calculate the price in anticipation that the seats will be available in the specific airline booking class to which our negotiated fares apply. We will issue you a proposed invoice showing the arrangements to be confirmed, we will take a deposit from you but a contract will not exist between us. When the airline seats become available to book we will tell you the price based on what is available. You then have the choice to accept the booking at the revised price quoted or cancel in which case a full refund will be issued. Once you accept the price a confirmation invoice will be issued and then a contract will exist between us.

**Flight Amendments:**

As a rule, cheaper fares mean less flexibility. We offer a range of airfare choices from

- Inclusive Tour Fares – amendments are not usually allowed by the airlines after departure except in cases of Force Majeure. Should you wish to extend or curtail your holiday or not travel on that particular airline for any reason you will probably be required to purchase a new ticket locally. No refund can be made on any unused portions of these tickets.
- World by Design “special”/other more flexible fares – may be available for which the rules/conditions will be discussed at time of booking.

**Accommodation****Personal Requests:**

If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the company. Please note that around the world terminology may vary i.e. a double bedded room may be a room with a double bed or two twin beds linked together. A twin definition should be two single beds.

**Charges for Leisure Facilities:**

Some hotels will make a local charge for some facilities eg: spa/watersports/laundry/tennis courts. Please check with the hotel when checking in.

**Swimming Pools:**

In the event of us being advised that a swimming pool has been/is due to be out of use for prolonged maintenance, then we will try to advise you accordingly. However, sometimes circumstances can be out of both our and the hotel’s control.

**Special Diets:**

Airlines and hotels will normally try to meet special requests. It may, however, be difficult for some hotels in remote locations to provide for some very specific requests.

**Check in/out times:**

In most cases, hotel rooms are not available until approx 3 pm on your day of arrival. The check-out times are usually between 11 am and 12 noon on day of departure. Depending on flight times, you may not be able to access your room upon arrival, also there may be a considerable time between vacating your room and leaving for the airport. We can arrange a day room if you require at an additional cost.

**Passports, Visas, and Health Requirements:**

Please ensure that you are aware of all passport and visa requirements and that you allow adequate time to obtain required documents. Please note that many countries require that your passport is valid for six months beyond the period of your stay. Requirements can change and it is your responsibility to ensure that you comply with applicable passport, visa, and health requirements and take all necessary documents with you to gain access to any country or region to which you make travel arrangements. If you fail to do so, you will be solely responsible for any cost, loss, or damage which you or the Company incurs as a result of your failure. For regular updates on visa requirements or any confictions in particular regions, see the Foreign Commonwealth Office Website. Clients not holding passports marked “British Citizen” must check applicable requirements with their Embassy, Consulate, or the British Foreign Office. Please note also that it is now compulsory for children to have their own passports, unless already included on their parents passports. Also machine readable passports are required in certain destinations eg USA – please check with [www.fco.gov.uk](http://www.fco.gov.uk) or relevant consulate/embassy.

**Booking Conditions****Introduction:**

This e-Brochure was published in January 2011. The hotels and packages featured are sold by World by Design (“The Company”). Incorporated with limited liability and registered at 3 Lacemaker Court, London Road, Amersham Bucks HP7 0HS United Kingdom.

The packages featured are operated by Giles Travel Ltd, trading as World by Design, 3 Lacemaker Court, London Road, Amersham Bucks HP7 0HS, United Kingdom.

A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are 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 wish to do so.

**Brochure Accuracy:**

We make every effort to ensure the accuracy of our e-Brochure. However, changes outside our control may occur during the period between preparation of the brochure and your holiday; also the availability of facilities may be affected by local conditions or adverse weather conditions. We reserve the right to change any of the facilities, services or prices contained in the brochure (including any information leaflets which accompany the brochure). We will tell you of any change before you make a booking.

**Making a booking:**

Air tickets and accommodations booked at different times or a cruise only constitutes "other holiday arrangements", which the Company makes as a booking agent, your contract being with the supplier(s) (e.g. the airline or hotel supplier) concerned. Any booking made or order placed by you whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant package or other holiday arrangement subject to these booking conditions. No contract between you and the company shall come into existence until the Company accepts payment and issues a confirmation invoice. All contracts with the Company and all matters arising from them are subject to English law and to the exclusive jurisdiction of the courts of England and Wales, Scotland or Northern Ireland. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking you warrant and confirm to us that you comply with those arrangements.

**Hotel information:**

1. Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.
2. Unless otherwise stated, breakfast, lunch, and dinner are not included.
3. Star ratings may differ according to the country where the hotel is located and are out of the control of World by Design; therefore World by Design cannot be held responsible for any misconceptions relating to star ratings.
4. We attempt to ensure that information provided is accurate, however some information comes direct from our suppliers and we cannot therefore guarantee the accuracy of this information.
5. Triple/Quad rooms. A third or fourth person sharing a room either shares existing beds or has an extra bed (which may be of a camp bed style) placed in a double/twin room. As conditions may be cramped you may wish to consider booking two rooms.
6. Accommodation in the Tropics: In many hotels/beach resorts it is almost inevitable that some insects may be seen, this should by no means be taken as a sign of dirtiness, simply as a fact of life in these destinations. Some views may be obscured by palm trees or other vegetation; these can grow very quickly in tropical climates.
7. Due to the nature of terrain and destination for the Land Rover adventure packages, some Experiences may include a camping option as part of the accommodation offering.
8. Due Diligence/Health & Safety – Many of the destinations we feature are in less developed countries and health and safety does not conform to British standards. Bearing this in mind, we recommend that you take a few sensible precautions at your hotel (such as checking where the nearest fire exit is and exercising caution when entering the swimming pool). Use of hotel's services and facilities are taken at the client's risk and World by Design take no responsibility for any resulting injury or loss.

**Payments:**

When you confirm your travel booking you will be required to pay a non refundable deposit of approximately 10%. Ten (10) weeks prior to departure, the final balance will be invoiced. If booking is made within ten (10) weeks prior to departure, then full payment will be required. The Company will not accept responsibility for cash sent through the post. The Company reserves the right to pass on any charges relating to returned cheques and credit card charge backs. Taxes do fluctuate in line with exchange rates and will be recalculated on the day final balance payments are collected. You will be advised if additional monies are due. Payment can be made by Switch/Delta Cards and all major Credit Cards. The Company reserves the right to charge you in addition for any handling fees incurred by us in relation to bookings made by credit or charge card. You will be notified of the relevant charges prior to issue of a confirmation invoice. If your travel documents are being paid for with a third party credit/debit card we will require written authorisation to be provided by the cardholder.

We would also like to draw your attention to the purchase of products by credit or debit cards where payment does not take place in person. In accordance with mail order regulations, all documents will be posted to the billing address of the credit/debit cardholder and not the address of the passenger (unless they are one and the same). We strongly recommend that all documents be sent you by Registered Post or Courier Service to your home, office, or departure airport for an additional fee. Documents can be mailed by First Call post, but the company will not accept responsibility for documents mislaid or lost by the Royal Mail. Cheques should be made payable to World by Design. World by Design travel vouchers can only be accepted as part payment towards a total package purchased from World by Design and cannot be used as payment for Flight only, Hotel only or any other single service product.

**Alteration & Cancellation by you:**

- (a) Alteration: If you wish to alter any part of your holiday arrangements after the invoice has been issued, we will do our best to make the necessary changes, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking. If it is possible to make the change, it will be subject to an admin charge of £35 per booking and payment of any further costs incurred as a result of the change. If you change your booking to a holiday of lower value, and then cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking (see below for cancellation charges). Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare.
- (b) Cancellation: You or any member of your party may cancel your booking at any time providing that the cancellation is made by the person making the booking and is communicated to us in writing. This cancellation comes into effect on the day written confirmation is received by the company from the client. The following scale shows the charges that will be applied, based on the day the written cancellation is received and whether travel documents have been issued. In certain cases cancellation charges, if incurred involuntarily, will be covered by insurance taken out at the time of booking. We therefore strongly recommended travel insurance is taken out on any holiday booking.

**Alteration and Cancellation Fees:**

Any amendments made to your original booking (as above) after the issue of our invoice will levy a £35 admin charge per booking.

If you and anyone in your party decides to cancel the holiday, you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by email within 24 hours by the person who made the original booking. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24 hours of the original notification.

A cancellation invoice will be sent to you within 7 days. If you do not receive this please contact us immediately in order to prevent an increase in charges.

The following cancellation charges will be levied based on the number of days prior to departure when your written cancellation is received:-

56 or more days prior to departure:	Loss of deposit per person
55 - 30 days prior to departure:	60% of total holiday cost
29 - 14 days prior to departure:	90% of total holiday cost
13 - 0 days prior to departure:	Full 100% of total holiday cost

**Special Airfare Circumstances:** Where the full cost of the airfare is required at the time of booking, no refund will be applicable from the time of booking. Airfares affected by this 100% cancellation policy will be advised at the time of booking.

**Air Ticket Refunds:**

Many air tickets have no refund value whatsoever. Unless your confirmation invoice informs you otherwise this will apply to your ticket(s). If you need a ticket that will allow for a refund or an en-route amendment you must contact the Company in advance of making your payment. Air tickets that do have a refund value, that are returned to the Company are subject to a cancellation charge of £250 per ticket (subject to airline fare rules), irrespective of the number of tickets returned. Tickets are presented to the respective airline or consolidator for assessment. Refunds by airlines or consolidators for part-used/return halves of tickets are always less than pro-rata and in some cases there may be no refund value whatsoever. Refunds will not be paid to you until they have been received by the Company from the relevant airline or consolidator. This usually takes 8-12 weeks but in some cases (e.g. lost tickets) may take considerably longer. Tickets returned more than one year from the date of issue are classed as expired by the airline and generally have no refund value at all. If e-tickets are lost or stolen, certain airlines will not issue duplicates. New tickets may then have to be purchased locally, at the local fare. Even if replacement tickets are purchased, certain airlines will not issue refunds for lost/stolen tickets. A delay of up to 18 months is possible before authority from the airline to make any refund is received. The Company applies a further £35 per ticket administration fee over and above cancellation charges in such cases. Please ensure that any tickets returned to the company are sent by registered post. (ii) Other Period before departure. Amount of Cancellation (subject to documents charge shown as percentage being issued) of the holiday price between 4 and 8 weeks 60%, between 2 and 4 weeks 90%, less than 2 weeks 100%. Failure to arrive at point of departure 100% you will be notified on your confirmation invoice if different cancellation charges apply.

**Alterations by the Company:**

Although the Company makes every effort to ensure that published descriptions are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes. The Company therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a confirmation invoice is issued. (a) Holiday arrangements excluding Packages: Alterations to bookings of this kind are infrequent. Although under no obligation to do so, the Company will endeavour to notify all changed before departure if it is practicable to do so. No compensation is payable by the Company in such cases. Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound, or return flights the relevant supplier's decision will be final or World by Design amendment charges apply. (b) "Packages": Occasionally due to reasons beyond the Company's control, it may be necessary to amend the flights and/or other services which make up a package booking after it has been confirmed. Such changes are considered to be either "major" or "minor". A major change is one made before departure that involves a change of UK departure airport (save between Heathrow and Gatwick), a difference of more than 12 hours in departure from the UK, change in your resort area overseas, or a change of accommodation to a lower classification than booked. A minor change is any other change. Whilst the Company has the right to make a minor change at any time without notification, major changes will be advised as soon as practicable offering you the choice of (a) accepting the amendment as notified (b) Purchasing another arrangement from the Company with the price difference payable/refundable as appropriate (c) Cancelling the arrangement(s). If you choose (c) all monies paid to the Company for the package will be refunded.

**Cancellation by the Company:**

(a) Holiday arrangements excluding Packages: In the unlikely event that a booking has to be cancelled a full and prompt refund will be made of all monies paid to the Company less any insurance premiums and amendment fees. No compensation is payable. (b) Packages: The Company reserves the right to withdraw or cancel the services on offer. If the booking is cancelled before the departure for any reason other than non-payment by you then you will be offered the choice of purchasing another arrangement from the Company, with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the Company (except insurance premium and any amendment fees). In addition, unless the cancellation has been caused by "force majeure" compensation will be paid on the scale set out in Clause above.

**Force Majeure**

"Force Majeure": includes war, threat of war, riot, civil disobedience or strike, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control. Under these circumstances, there will be no compensation payable. Please note, we are reliant on information provided by the Foreign Office.

**Pricing Policy:**

All fares and other information are subject to availability. Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause above). (a) Holiday arrangements excluding Packages: While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers. No surcharge will ever be levied for air tickets once tickets have been issued. (b) "Packages": Prices may only change to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel); changes in dues and taxes (including VAT) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates. The company will not impose any surcharge within 30 days of departure. Generally Air tickets that offer no flexibility are the lowest price and you may wish to consider this when making your reservation.

**Surcharges:**

Changes in transportation costs, including the cost of fuel or fees chargeable for services such as landing taxes or embarkations or disembarkation fees at airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, together with an amount to cover agents commission. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**Dispatch of Travel Documents/e-tickets:**

(a) Travel documents are usually ready for dispatch to you at least two weeks before departure, but cannot be released until we have received full payment (in cleared funds) from you for your package holiday or other holiday arrangement. We strongly recommend that all documents be dispatched to you by registered post or courier service, to your home or office for an additional fee. For bookings made where the departure date is within two weeks of booking we may recommend a ticket on departure at additional cost to you. Please note: If you do not have an e-ticket and documents are sent by registered post to your home or place of work, a signature will be required by the post office at the time of delivery. It is the passenger's responsibility to ensure that a signature can be obtained on delivery. If you are not travelling on an e-ticket your documentation should be delivered a minimum of 7 days prior to departure, should you not receive your documents, please call for assistance. Documents for online bookings will only be dispatched by courier or registered post. They will not be dispatched by first class post. If you do not want us to arrange to send your tickets by registered post or courier service, we shall post your travel documents by first class post to the billing address of the credit/debit cardholder who made the booking, (and not the address on the passenger), unless they are and the same. We do not accept responsibility for documents mislaid or lost by the Royal Mail. If your documents become lost or stolen, it will be necessary for you to complete an indemnity form and send it to us so that we can pass it to the airline or supplier concerned. The terms and conditions of the relevant airline and/or supplier shall govern the re-issue or lost or stolen tickets. Some airlines or suppliers are prepared to issue replacement tickets immediately, (but may impose a fee for this); others may require full payment again before they will issue re-placement tickets, (they usually refund the amount paid for the original travel documents at a later date, which for some airlines can be up to 12 months). You shall be responsible for paying any fees (including administration fee), losses and/or expenses incurred in respect of the re-issue of lost or stolen tickets. (b) E-tickets: Please note, effective from 1 April 2004 it is mandatory for customers to have an e-ticket on all routes where e-ticket is available. Customers do not have the option to select a paper ticket prior to travel or for a paper ticket to be made available at the airport from this date, where the route is an e-ticket route and an e-ticket is applicable. E-ticket is the paperless electronic ticket; it's paperless because when you book it the details are safely stored in the airline booking system so there is no need to send you a paper ticket. This makes it easy to change your booking. With e-ticket you can make alterations up to 30 minutes before minimum check-in time, subject to the normal fare restrictions. An email itinerary receipt will be sent to the credit card holder. It is their responsibility to pass this onto customer travelling, as it is required at check-in, along with an acceptable form of identification, they can check-in at the conventional check-in desks at the airport.

**Acceptable forms of identification are:**

UK Driving Licence ,E-Ticket access card ,Passport/National ID card ,Company works card/ID. It is advisable to carry the credit card you used to pay for your ticket with you as a form of identification at check-in.

**Responsibilities of the Company:**

(a) Holiday arrangements excluding Packages: In consideration of the fact that the Company acts only as a booking agent, the Company has no liability whatsoever for any aspect of the arrangements and, in particular, has no liability for any loss, personal injury, or death however incurred.

(b) "Packages": If any part of the package you book with the Company is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness, or death as a result of any improper performance by the Company of the obligations it owes to under this contract, the Company will pay you reasonable compensation taking into account all relevant factors including the invoice price of your package, any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. However this acceptance of liabilities is subject to the following three qualifications: - (i.e.) The Company will not be liable to pay you any compensation if the deficiency, personal injury, illness, or death concerned does not result from any fault on the party of the Company or its suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of the Company's suppliers) or by circumstances which neither the Company nor its suppliers could be anticipated or avoided even exercising all due care. (ii) The Company's liability to compensate you and the amount of compensation payable by the Company is limited in accordance with certain international conventions, 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. Copies of those conventions are available from the Company upon written request but 28 days should be allowed for delivery. (iii) It is a condition of payment of compensation to you pursuant to Clause 8 that you notify the Company of any complaint or claim strictly in accordance with Clause 9 below and, further, assign to the Company any rights you may have against any third party in connection with your claim. You must co-operate with the Company and the Company's insurers in this regard. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

**Suppliers' Conditions/Conditions of Carriage:**

The suppliers of your own holiday will have their own bookings conditions or conditions of carriage and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant supplier. Where relevant, copies of such conditions may be available for inspection at the offices of the relevant supplier.

Under EU law, (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules, you should complain to the Air Transport Users Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

**Complaints:**

If a problem occurs, whilst you are abroad you must inform the relevant supplier (e.g. hotel, tour operator, car rental company, airline) immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, at the time, you must also contact the Company's Customer Service Department immediately by telephoning 01494 733633 or fax 01494 732540, so that the Company is given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write within 28 days of your return to the Company's customer relations manager quoting your original booking reference and giving all relevant information. Failure to take these steps will hinder the Company's ability to resolve the problem and/or investigate it fully and in consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

If we cannot settle your complaint amicably, it may if you wish be referred to arbitration. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from ABTA website.

**Behaviour:**

It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation, and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behaviour.

**Suppliers' Conditions:**

Please note that, as between you and any of the suppliers whose services form a part of your booking, the suppliers' standard terms and conditions will apply. This is particularly in the case of "other holiday arrangements" where the company acts as booking between and the relevant suppliers. This suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

**Departure Taxes:**

It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

**Pre Travel Advice:**

The Foreign and Commonwealth Travel Advice United may have issued information about your holiday destination. You are advised to check this information on the Internet under the address [www.fco.gov.uk](http://www.fco.gov.uk).

**Errors & omissions:**

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the technology that is required in operating a web site there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product, service, or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel the contract, but with no liability to you.

**Flight reconfirmation:**

All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. World by Design accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. World by Design also takes no responsibility for any flight rescheduling en route.

**Flight timings:**

Flight timings are set by the airline and are subject to air traffic control restrictions, weather conditions etc. We cannot guarantee that flights will leave at the times shown in our literature or on tickets and we cannot be held liable for any delay which occurs.

**Lost tickets:**

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets, which cannot be re-issued, are refunded at the sole discretion of the airline; these refunds can take up to one year to be authorised. The contract constituted by the Company's acceptance of your booking subject to these conditions shall constitute the entire agreement between you and the Company in relation to relevant booking, shall exclude all other terms and conditions (except for the relevant supplier's conditions and any application international conventions) and shall supersede all prior to contemporaneous communication or information provided.

**Weather:**

World weather is becoming more erratic and unpredictable, we cannot be held responsible for disruption to your holiday due to unusual or bad weather conditions.

**Data Protection:**

You and the individuals you are booking for understand and agree we will:

- Disclose information about you, and the individuals in your party to computerised reservations systems and other distribution technology systems, to airlines and other suppliers.
- Keep information about you and the individuals in your party only for so long as is appropriate for the purposes of this Agreement or as required by applicable law. Should you require bookings, payments, delivery of itineraries to be made over the Internet, then it is your responsibility that these transmissions will be conducted via the Internet. We will use reasonable efforts to ensure the security of this data; however, we will not be held liable for any interception of such data.

To the extent that we collect any passenger data on behalf of air carriers or other vessels for purposes of meeting governmental requirements and not withstanding anything to the contrary, you hereby waive and release any and all obligations and liabilities of us, expressed or implied arising by law or otherwise, related to such activities. Without limiting the generality of the foregoing, you acknowledge that we will not be liable if we are supplied with incorrect data regarding a traveller's residence in the US or a traveller changes his or her plans without informing us.