

These terms and conditions, as amended from time to time, apply to all Bookings made with Avigo and form the basis of your contract with Avigo.

Please read these terms and conditions carefully as they set out your and our respective rights and obligations. By making a Booking, you confirm that you have read these terms and conditions in full and agree to them.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us and are expressly incorporated into these Terms.

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1. DEFINITIONS

1.1 In these Terms the following words have the following meanings:

"Additional Products" has the meaning set out in clause 3.5;

"Avigo", "us", "we" or "our" means Avigo GmbH, a limited liability company duly incorporated in Germany with registration at the local court Cologne under company number HRB 89524 and with its registered office at Schanzenstrasse 6-20, 51063 Cologne, Germany;

"Booking Contact" means the person making your Hotel Only Product or Package Booking;

"Departure Date" means the calendar day on which either the flight to your destination departs its point of origin or the calendar day on which you are scheduled to check-in to your booked accommodation, whichever is earlier;

"GDPR" has the meaning set out in clause 5.3;

"Hotel Only Product" means accommodation sold or offered for sale without transport and /or other material tourist services;

"Package" means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation or (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package;

"Package Travel Regulations" means the Package Travel, Package Holidays and Package Tours Regulations 1992, together with the EU Package Travel Directive 1990 (Council Directive 90/314/EEC);

"Services" means additional services that we may offer as an add on to your Package or Hotel Only Product including, for example, excursions or activity packages;

"Significant Change" has the meaning set out in clause 13.4;

"Terms" means:

- (a) these terms and conditions; and
- (b) our privacy policy as outlined on our Website; and
- (c) our terms of use as outlined on our Website;

"Website" means www.avigo.com (including all sub-pages);

"you" or "your" means any and all persons named on the Booking and in the Booking Contact's travel party including any person who is added or substituted to a Booking at a later date.

2. YOUR BOOKING

- 2.1 For the purpose of these Terms, a **Booking** is made at the moment you click the 'Book Now' button on our Website. This creates a binding reservation for the chosen services and products and you shall receive an email from us to confirm the services and products you have chosen within an hour of your Booking.
- 2.2 Once a Booking has been made, we shall endeavour to make your chosen travel arrangements and send you a full **Confirmation** (including details of your itinerary, the persons travelling, your invoice and a copy of these Terms) within 24 hours of your Booking. We regret that until we issue you with your Confirmation we cannot guarantee provision of the services and/or products reserved by your Booking.
- 2.3 Following full payment, you shall receive your **Travel Documents** which shall entitle you to your chosen Package or Hotel Only Product (please see clause 3 below as to when payment is due). Where your chosen Package includes flights, we ask that you please check your Travel Documents at this stage for any potential minor changes to the departure times of your flights.
- 2.4 If you do not receive a Confirmation (complete with invoice etc.) within 24 hours of making your Booking, please contact our customer service desk (by phone or email) to enquire about the status of your Booking.
- 2.5 The Booking Contact for your Booking must be 18 years old at the time of Booking and have full legal capacity and authority to make the Booking on behalf of any and all persons in your travel party.
- 2.6 All persons in your travel party who at the Departure Date are under 16 years old, may be required to be accompanied by a responsible adult. It is the Booking Contact's responsibility to review our suppliers' policies on unaccompanied minors.
- 2.7 All Bookings can only be used by those persons named on the Confirmation. It is the Booking Contact's responsibility to ensure the accuracy of the personal details or any other information supplied relating to you and /or all persons in your travel party. We regret we cannot take responsibility for the costs associated with correcting any errors or omissions in the details you provide when making your Booking.
- 2.8 To help you in choosing suitable arrangements whatever your needs, we seek to provide you with a wide range of information regarding the services we offer, including descriptions, reviews and ratings provided to us by third parties. Please understand that this information is included for your orientation, but that we cannot guarantee the correctness of such information. In particular, please note that identical star ratings for hotels may represent substantially different quality levels depending on the region in which the hotel is located.
- 2.9 While we will attempt to accommodate reasonable special requests that you, as one of our valued customers, may address to us, we cannot always guarantee that they will be fulfilled. Thus we cannot accept Bookings that are conditional upon any special request being met. In particular if you or any member of your travel party has any medical problem or disability which may affect your / their trip, please contact us with full details and inquire about the suitability of your chosen arrangements before placing a Booking.
- 2.10 It is the Booking Contact's responsibility to ensure that these Terms are brought to the attention of any and all persons in your travel party. The Booking Contact, upon making the Booking, confirms that all persons in your travel party have accepted these Terms and assumes responsibility for making any and all payments related to the Booking.
- 2.11 We will only deal with the Booking Contact in all correspondence, including changes, cancellations or refunds.

3. PRICES AND PAYMENT

- 3.1 All prices quoted on our Website are based on the latest information available, such that price and availability of our products may change during and after your Booking process. We reserve the right to change any prices advertised on our Website from time to time, including after your Booking has been made, but the price advertised and confirmed when you make your Booking is binding for your contract and any price changes occurring after your Booking shall not impact the price of your Booking.
- 3.2 All prices advertised on our Website reflect the total price payable for your selected travel arrangement with its outlined services, but it may not include all local fees which are or may become payable to other parties during your trip, including, but not limited to, airport fees, immigration or departure taxes, visa fees, visitor, city or tourist taxes or resort fees. Although we endeavour to advise you of all local fees payable, this may not be possible and is subject to change.
- 3.3 Subject to clauses 3.1 and 3.2 above, the price stated on your invoice is final and guaranteed unless you amend your Booking. You will neither be charged for any increases to the price of your travel arrangements after the time of your Booking. This includes price variations associated but not limited to 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 the exchange rates used to calculate your arrangements.
- 3.4 At the time of Booking, you shall be required to pay a deposit (or, where Bookings are made shortly before the Departure Date, the full balance), as detailed below:

	Hotel Only Product	Package (flight inclusive products)
Deposit (as a percentage of the total price):	25%	50%
Balance shall be collected:	28 days before Departure Date	42 days before Departure Date
Full payment shall be collected at the time of Booking where the Booking is made:	5 weeks (35 days) or less before Departure Date	8 weeks (56 days) or less before Departure Date

- 3.5 If, at the time of booking, you purchase through us any products in addition to a Hotel Only Product or Package including but not limited to insurance ("**Additional Products**"), you shall be required to pay the Additional Products in full at the time of booking.
- 3.6 Where a deposit has been paid, we shall take the balance payment when it falls due using the same method of payment used to pay the deposit (unless you tell us otherwise).
- 3.7 You are required to pay the price of your travel arrangements in the currency stated on our Website at the time of your Booking.
- 3.8 If you fail to pay the balance of the total Booking price by the due date, we reserve the right to treat your Booking as cancelled in accordance with clause 12 of these Terms; and you shall accordingly be liable to us for any and all costs associated with the cancellation including cancellation charges where they apply.
- 3.9 We endeavour to ensure that all the information and prices that we publish are accurate; however, occasionally errors may occur, and we reserve the right to cancel your Booking in accordance with clause 13 of these Terms if its pricing was significantly and obviously erroneous.

4. YOUR FINANCIAL PROTECTION

- 4.1 In accordance with the Package Travel Regulations, we provide financial protection for any payments made by you for your Package and for your repatriation in the event of our insolvency.
- 4.2 We provide this financial protection through our registration with the Deutscher Reisepreis-Sicherungsverein VVaG under registration number 1.050.697 in accordance with Article 7 of Council Directive 90/314/EEC on package travel, package holidays and package tours and German law (§ 651k BGB) and we have provided surety insurance as required.

5. DATA PROTECTION

- 5.1 By accepting these Terms, and in accordance with UK data protection legislation, including European data protection legislation applicable in the UK at the date of this agreement, you consent and authorise us to process, as well as request from and forward to our suppliers, any personal information relating to you and/or the members of your travel group as detailed in our privacy policy (and amended from time to time) at www.avigo.com/en-gb/privacy-policy
- 5.2 You and all members of your travel party must provide personal information that may be sent to governmental authorities and border control and security agencies. This is known as Advance Passenger Information, sometimes known as APIS. In the event that we collect this data, we will process the data pursuant to this clause 5 and in accordance with our privacy policy (as set out on our Website).
- 5.3 From 25 May 2018, the General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) shall be incorporated within UK data protection legislation. The GDPR shall expand the definition of personal data under UK data protection legislation to include specific categories of personal data and 'sensitive personal data' including information relating to ethnicity, economic and social conditions, biometric data and online identifiers (IP addresses). By accepting these Terms, and in accordance with the GDPR, you consent and authorise us to request from our suppliers and process any such personal data and/or sensitive personal data relating to you and/or the members of your travel group as is necessary for the purposes of providing services to you in accordance with these Terms and our privacy policy.

6. CONTACTING YOU

- 6.1 We will communicate with you using the contact details provided by you at the time of Booking, to provide information on your trip, notify you of any changes to your itinerary and in the case of emergency situations. Communication will generally be by email, but we may contact you by telephone shortly before or during your trip.
- 6.2 We assume that the contact details you provide as part of your Booking are complete and accurate and we regret that we cannot accept responsibility for any failed communications due to incorrect contact details. We assume that you understand the risks associated with using these forms of communication, including email and telephone calls.

7. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS, HEALTH FORMALITIES AND FOREIGN OFFICE ADVICE

- 7.1 It is your responsibility to check and fulfil any passport, visa and immigration requirements of each traveller, including children and infants, and to comply with any health formalities applicable to your itinerary. You should check the requirements for your specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Please remember that requirements do change and the length of time it is likely to take to obtain the appropriate passports and visas will vary so you must check the up to date position ahead of time before departure.

- 7.2 If you are a British citizen, you should contact the Passport Office to obtain up to date information on your passport requirements. If you are a non-British passport holder, you should obtain up to date information from the relevant Embassy, High Commission, Consulate or Passport Office for information on visa and passport requirements relevant to your travel arrangements and return to the UK, and the Embassy, High Commission, Consulate or Passport Office in the destination(s) or country(ies) in which you are intending to travel, prior to Booking. Please note that many countries require passports to be valid for at least six months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.
- 7.3 Please remember that special conditions may apply when you are travelling and you should check country specific embassy websites prior to Booking any travel arrangements.
- 7.4 **We do not accept any responsibility if you cannot travel, are refused entry into any country or destination or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.** You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.
- 7.5 We recommend that you consult the latest Foreign Office travel advice relating to the areas and countries to which you are travelling prior to Booking your international travel arrangements and regularly prior to Departure Date so that you can obtain up to date information about any safety and security issues, entry requirements, travel warnings and health formalities. You can access this here: www.gov.uk/foreign-travel-advice.

8. YOUR BEHAVIOUR

- 8.1 Each party member booked onto one of our Hotel Only Products or Packages is expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In these circumstances we shall have no further responsibility for your travel arrangements (including return travel) and no refunds in respect of lost accommodation or any other service nor any expenses or costs incurred as a result of termination shall be payable by us.
- 8.2 You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

9. INSURANCE

- 9.1 **We strongly recommend that you are sufficiently insured to cover your travel arrangements which should include, for example, cancellation charges, medical assistance (including coverage for pre-existing medical conditions) and repatriation in the event of an accident, illness or death.**
- 9.2 **If you choose to travel without sufficient travel insurance, we will not be liable for any losses howsoever arising, in respect of which travel insurance would otherwise have been available.**

10. OUR LIABILITY

- 10.1 Where you have booked a Package with us, we will accept responsibility for it in accordance with these Terms as an organiser under the Package Travel Regulations.
- 10.2 Nothing in these Terms excludes or limits our liability to you in respect of:

- 10.2.1 death or personal injury caused by our negligence (including negligence of our employees);
 - 10.2.2 fraud and/or fraudulent misrepresentation; or
 - 10.2.3 liability which may not otherwise be limited or excluded under applicable law.
- 10.3 Subject to clause 10.2 above we shall not be liable to you or anyone in your travel party for loss or damage arising as a result of:
- 10.3.1 the act(s) and/or omission(s) of the person(s) affected;
 - 10.3.2 the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;
 - 10.3.3 unusual or unforeseeable circumstances or events beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - 10.3.4 any special, indirect or consequential loss or damage (however it arises) out of or in connection with your Hotel Only Product or Package.
- 10.4 Subject to clause 10.2 and 10.3 above, the entire aggregate liability of us and to our suppliers arising out of or in connection with your Package or Hotel Only Product, whether arising from contract, tort, negligence or otherwise shall be limited to direct losses of your travel arrangement.
- 10.5 It can be easy to lose items whilst travelling, but it is your responsibility to look after your property at all times and **you must ensure you are adequately covered by comprehensive insurance against the loss or theft of personal possessions**. If you lose any personal items whilst travelling, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return. If your baggage is lost or misdirected by an airline or other transport company, please direct your claims directly to the transport operator, but also notify our customer service team by email such that we may attempt to assist you if your claim is not resolved to your satisfaction by the operator.
- 10.6 We will not be liable for any damage, loss or any other expense of any kind, which was based on incorrect information given to us by you concerning your Hotel Only Product or Package at the time of Booking.
- 10.7 We will not be responsible for any losses arising out of or in connection with any services or facilities which do not form part of your Hotel Only Product or Package.
- 10.8 In the event of claims in respect of international travel by air, sea and rail, or any stay in a hotel, your journey or stay may be subject to certain international conventions, which include but are not limited to The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). Further, you may also be subject to our suppliers' own terms and conditions as well as these Terms.
- 10.9 In the event that we make any payment to you in respect of a claim against us, you or the person receiving such payment (and their parent or guardian if under 18 years) shall transfer to us or our insurers any and all rights they may have to pursue any third party in respect of the same cause of action and must co-operate fully with reasonable requests from us and our insurers.
- 10.10 If any payment is made to you by our suppliers or any third party in respect of a claim, we are entitled to deduct such amount from any payment we make to you in respect of the same claim.
- 10.11 You must notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure pursuant to clause 16.3 in order for us to accept any liability under this clause.

11. IF YOU CHANGE YOUR BOOKING DETAILS

- 11.1 If you want to change any part of your travel arrangements after your Booking, we will use reasonable efforts to make the change at minimal cost; however, it may not be possible. If it is possible to make the change, it will be subject to an administration charge of £50 per Booking, and payment of any further costs incurred as a result of the change. For flight inclusive Bookings, 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.
- 11.2 Any request for changes must be made by telephone or by email by the Booking Contact.
- 11.3 Most changes, including name changes and the transfer of a Booking to another person, can result in significant charges by our suppliers of up to 100% of the total price of the Booking. We therefore strongly recommend that you take out insurance which allows you to reclaim these charges in the event that any person in your party is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason.

12. IF YOU CANCEL YOUR BOOKING

- 12.1 If you or anyone in your travel party decides to cancel their Booking, the Booking Contact must notify us of the decision as soon as possible. While you may always contact our customer service under **+44 203 808 3760** with potential inquiries, Booking cancellations will only take effect from the day we are notified by email to service@avigo.com. A cancellation invoice will be sent to you within 24 hours of receipt of such email notification. If you do not receive a cancellation invoice within this time please contact us immediately in order to prevent any increase in cancellation charges.
- 12.2 Cancellation charges will be payable depending on when the notification of cancellation is received by us. For most bookings, specific cancellation fees apply and will be notified to you at the time of Booking on our Website.

If no specific cancellation fees are communicated during the booking process, our standard cancellation charges apply, as follows:

Period prior to Departure Date notice of cancellation is received by us	Cancellation charge per Booking
Hotel Only Products	
more than 4 weeks (29 days)	25% of total Booking cost
2-4 weeks (14 - 28 days)	40% of total Booking cost
Less than 2 weeks (7 - 13 days)	70% of total Booking cost
Less than 1 week (0-6 days)	100% of total Booking cost
Package Products	
more than 6 weeks (43 days)	50% of total Booking cost
3-6 weeks (21 - 42 days)	70% of total Booking cost
Less than 3 weeks (7 - 20 days)	90% of total Booking cost
Less than 1 week (0-6 days)	100% of total Booking cost

- 12.3 The cost of Additional Products, such as optional travel insurance premiums etc., and any charges already made for changes you may have made to your Booking are excluded from the above cancellation charges and will not be refunded in the event that you cancel.
- 12.4 If some but not all travellers in your party wish to cancel, the percentages in the table above shall be applied to the part of the total Booking cost attributable to the travellers cancelling. Please note

that this amount may not be directly in proportion to the reduction in the number of travellers, as different costs may apply to adults and children in your party, and/or fewer people travelling may not in reality reduce the number and type of rooms required for the remaining travellers. We will do all that we can to reduce the cancellation charges payable but you will ultimately be liable to pay the above cancellation charges in respect of all amounts that we cannot recover.

- 12.5 **We would strongly recommend that you take out appropriate travel insurance which provides cover against loss cancellation fees.**

13. IF WE CHANGE OR CANCEL YOUR BOOKING

- 13.1 We hope and expect to be able to provide you with all the services we have confirmed to you at the time of Booking. However, we plan arrangements a long time in advance of your travel and on occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, occasionally, changes are significant.
- 13.2 Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible tour operator, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work where this can reasonably be expected to have an effect on your travel, we will endeavour to notify you of it as soon as possible, however near to your departure this may be.
- 13.3 Any flight timings and routings shown on our Website, and/or detailed within your confirmation invoice are for guidance only and may be subject to change. They are set by airlines and are determined by various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Any changes to such arrangements are outside of our control.
- 13.4 Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Scheduled and charter flight timings, and days of operation are subject to change. We will advise you of any '**Significant Changes**' which for the purposes of this clause means, inter alia, a change of flight time of more than 12 hours, a change of UK departure airport (except between London airports), or a significant change of resort area or destination airport. All other timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a material reduction in the duration of your travel, we will offer you a refund of any applicable costs. Any change in the identity of the airline, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges.
- 13.5 If your flight or other transport arrangement is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the transport supplier immediately, and should inform us as well as soon as possible. In certain circumstances, EU Law grants you specific rights to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers/. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us; however we will endeavour to assist you in your complaint.
- 13.6 Please note, some of our Services require a minimum number of participants to enable us to operate them. If the minimum number of Bookings required for a particular Service has not been achieved, we are entitled to cancel it. We will notify you of any cancellation for this reason as soon as reasonably practicable. You will then have the choice of Booking an alternative Service with us, changing your Departure Date at the appropriate additional cost, or having a refund of monies paid.

We regret that in these circumstances, no compensation will be payable and we are unable to offer refunds of any associated costs you have incurred in preparing for the Service.

- 13.7 If we have to make a Significant Change to your Booking or cancel, we will tell you as soon as possible. If there is time to do so before Departure Date, we will offer you the choice of the following options:
- 13.7.1 accepting the suggested changed arrangements; or
 - 13.7.2 purchasing an alternative Hotel Only Product or Package from us, of a similar standard to that originally booked if available. If the alternative Hotel Only Product or Package is in fact cheaper than the original one, we will refund the difference in price. If you do not wish to accept the Hotel Only Product or Package we specifically offer you, you may choose any of our other then available Hotel Only Products or Packages. You must pay the applicable price of any such Hotel Only Products or Packages (this will mean you will be paying more if it is more expensive or receiving a refund if it is cheaper); or
 - 13.7.3 cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us. We will endeavour to provide such refund reasonably promptly.
- 13.8 If we have to make a Significant Change to your Booking or cancel your travel we will, where appropriate, in addition to any potential refunds pay you the compensation payments set out in the table below depending on the circumstances and when the Significant change or cancellation is notified to you. Notwithstanding this, compensation will not be payable (and we shall have no liability beyond offering you the options set out in clause 13.7 above) where:
- 13.8.1 we are forced to change or cancel your Booking as a result of unusual and unforeseeable circumstances beyond our control, including those set out in clause 14 the consequences of which we could not have avoided even with all due care; or
 - 13.8.2 we have to cancel because the minimum number of Bookings necessary for us to operate your Service has not been reached (see 13.6 above).

No compensation will be payable and the options in clause 13.7 will not be offered to you (i) where we cancel your Booking as a result of your failure to comply with any provision of these Terms entitling us to cancel (such as you failing to pay any balance on time) or (ii) where a change is 'minor'. For the avoidance of doubt, a change of flight time of less than 12 hours, a change of airline (except where otherwise stated) or type of aircraft (if advised) will all be treated as minor changes.

Period before Departure Date within which a Significant Change or cancellation is notified to you:	Compensation payable per passenger:
More than 60 days:	NIL
60 – 31 days:	£20
30 – 15 days:	£35
14 days or less:	£50

- 13.9 In the event of any Significant Change to your Booking arrangements, compensation payments will be made by way of Booking cash value via the original payment method.
- 13.10 Where long flight delays result in lost time in your destination, no refunds are given by hotels for unused accommodation, as rooms are held for delayed arrivals, not re-let.
- 13.11 Very rarely, we may be forced by "force majeure" (see clause 14) to change or terminate your travel after the Departure Date but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain

any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. **Please ensure you have adequate travel insurance in place to cover any such eventuality.**

14. FORCE MAJEURE

14.1 Except as otherwise expressly stated in these Terms, we shall not be liable or pay you any compensation, reimburse any expenses, cover any losses or accept any responsibility if the performance or prompt performance of our contractual obligations to you are prevented or affected or you suffer any damage, loss or expense of any nature as a result of circumstances that are beyond our control ("**Force Majeure**").

14.2 Force Majeure means any event or circumstances that are beyond our control and which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid including, but not limited to, and whether actual or threatened; war, riot, terrorist activity, civil unrest, industrial dispute, bad weather, natural disasters, adverse weather conditions, fire, epidemics and other health risks and/or any other situations which are outside our control.

15. FRAUD

15.1 If we become aware of or are notified of any fraudulent or illegal activity associated with your Booking, we will not be obliged to process any payments, changes, cancellations or refunds requested by you in relation to your Booking and reserve the right to cancel your Booking. Should we choose to cancel your Booking, you shall be liable for all expenses arising from such cancellation, without prejudice to any action that might be taken against you.

15.2 Where any fraudulent claims are made against us, we shall prosecute to the full extent of the law.

16. PERSONAL INJURY

16.1 In the very unlikely and tragic event that you or anyone in your travel party suffers personal injury, illness or death, we would like to offer our support in such an event so please contact our crisis duty office on **+49 69 9588 2770**, which will be available 24 hours every day of the year.

16.2 If such an event occurs as a direct result of the services booked with us, we may pay you compensation. We regret that we will not pay any compensation if any personal injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care and we equally not make any payment where personal injury, illness or death is caused by your own actions. Where we do pay any compensation, it will be determined in accordance with compensation levels awarded under English law in the English courts.

16.3 If you or any member of your travel party suffers personal injury, illness or death during your travel and you believe that the event is in any way attributable to any part of the services provided by one of our suppliers, you agree to provide us with all assistance we may reasonably require to address the issue including, but not limited to, the following actions:

16.3.1 you shall tell the supplier involved about the injury or illness while you are at the hotel or during the term of the Package;

16.3.2 you should then contact your travel insurance company about the incident;

16.3.3 you should also contact our on-trip service on **+800 2844 6284** while you are at the hotel or during the term of the Package to inform us about the injury or illness, such that we may support you in handling your case where appropriate.

- 16.3.4 you must then write to our complaint team at complaint@avigo.com about your claim within 14 days of returning from your travel to enable us to investigate it thoroughly and cooperate with us so as to enable us to carry out any such investigation;
 - 16.3.5 you should include a letter from a medical professional about your injury or illness if you can;
 - 16.3.6 you shall transfer to us any rights you have against the supplier or any other person, to enable us to claim back from suppliers any payments we make to you, plus any legal or other costs. The sum of the payments received by us from a supplier will not amount to a profit;
 - 16.3.7 you shall cooperate fully with us if we or our insurers want to enforce any rights transferred to us.
- 16.4 Regardless to the foregoing, any payments we make may be limited in accordance with English law and international conventions.

17. COMPLAINTS

- 17.1 We work hard to ensure that your arrangements run smoothly, but if you do have a problem whilst you are away, please notify the relevant supplier of the service in the first instance. If they are unable to resolve the problem, please contact our on-trip service **+800 2844 6284** while still on location, and we will endeavour to assist you.
- 17.2 If you are still not satisfied on your return home, and your complaint relates solely to a flight or other major transport service, you must direct your complaint directly to the service provider's customer relations department within 14 days of your return home and at the same time, copy and contact our complaint management team at complaint@avigo.com, such that we may endeavour to assist you in the case that your complaint to the transport provider is not resolved to your satisfaction. Other complaints should be addressed directly to our complaint management team.
- 17.3 Please always include your Booking reference in your correspondence as well as all relevant information in connection with the complaint, including copies of any correspondence with the relevant supplier, and your daytime and evening telephone numbers.
- 17.4 Please note that failure to follow the above procedures will make it more difficult for us to investigate and resolve your complaint, which could prejudice any claim for compensation that you wish to make and affect your rights under these Terms.
- 17.5 Please note that we do not offer an Alternative Dispute Resolution service. You can access the European Commission Online Dispute (ODR) Resolution platform at ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

18. GOVERNING LAW AND JURISDICTION

- 18.1 These Terms and any matter arising from or in connection with them shall be governed by, and construed in accordance with, English law.
- 18.2 We and you irrevocably submit to the exclusive jurisdiction of the English Courts over any dispute, claim or other matter arising from or in connection with these Terms or the legal relationships established by or in connection with these Terms.