



## Booking Conditions – Our Agreement with You Please read carefully

The following booking conditions form the basis of your contract with Take Us 2 The Magic Limited, 50 Morthen Road, Wickersley, Rotherham, S66 1EN. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to trip arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to:

- “trip” means travel accommodation services which we arrange for the participants under the contract.
- “club” means club, school, association or organiser arranging the trip.
- “booking” means the booking(s) made by the participants in respect of the trip.
- “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires.
- “participant” means any person taking part in the booking.
- “we”, “us” and “our” means Take Us 2 The Magic Limited.
- “departure” means the start date of the trip.

### **The Package Travel and Linked Travel Arrangements Regulations 2018**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. Take Us 2 The Magic Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Take Us 2 The Magic Limited has protection in place to refund your payments, and where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

### **Your contract with us**

#### **1. MAKING YOUR BOOKING**

Prior to making any booking there will have been discussions between us and you or the club in order to consider the availability of various trip arrangements. Once you and the club have collectively made a decision about the trip arrangements you wish to book, and the way in which payments are to be made, the booking process should be followed as set out below.

To make a booking the club’s representative must complete and submit a booking request on behalf of all participants. We will only deal with the club in all subsequent correspondence, including changes, amendments and cancellations. The club’s representative must be at least 18 years old and authorised to make the booking on behalf of all those named on the booking.



Subject to the availability of your chosen arrangements, we will confirm your trip by issuing a Confirmation of Reservation. This will be sent to the club. As agreed, we will accept payments from the club on behalf of the participants, or from participants or groups of participants directly. Where payment is made by individual participants, or a group of participants, the participant (or the first named person in the group of participants) will receive an individual Confirmation of Reservation as well as the club.

Please check the Confirmation of Reservation document carefully as soon as you receive it. Contact us immediately if any information which appears on the Confirmation of Reservation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you book via our website or have opted in other circumstances for us to contact you by e-mail, we will communicate with you via that e-mail address you have provided. We will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via telephone or in writing as required in our terms and conditions.

It is the responsibility of the club to ensure that all participants are aware of, and accept all the obligations contained in these booking conditions. In particular the club must confirm/advise all participants:

- The accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the trip and for passing on any information regarding the trip or any changes made in relation thereto, to all persons travelling on such trip, including but not limited to information on schedule changes or copies of Confirmation of Reservation;
- Of the requirement to notify us of any special requests, medical conditions/disabilities or reduced mobility needs;
- Of the requirement for all participants to be adequately insured whilst on your trip;
- Of the requirement for a responsible adult to accompany any person under the age of 18 years on his/her trip.
- That a final itinerary will be sent to the club 10 – 14 days prior to departure.
- That no participant is allowed to advertise, use, give or resell their booking or offer to do so for profit or otherwise use it in connection with a competition, promotion, incentive or reward programme, business, charitable or other similar venture without our express written permission.

## **2. YOUR CONTRACT**

A binding contract between us comes into existence when we issue the club, or you, with a Confirmation of Reservation. This means for any trips arranged there might be more than one point of contract in circumstances where individual participants or groups of participants have paid their deposits separately from the club.

We all agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (“claim”) except as set out below.

We all also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply.)

## **3. PAYMENT**

In order to confirm your chosen trip, you will be required to pay a deposit to us for each participant. If you are booking 12 weeks or less before departure, the total cost of the trip must be paid at the time of booking.



If not stated in our website/brochure we will advise you of the precise required deposit prior to you booking, the amount may vary depending on the precise arrangements booked.

Each participant is individually liable for payments relating to their proportion of the cost of the trip booking.

The balance of the trip cost must be received by us by the date shown on our invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time for each booking, we are entitled to assume that any participant or group of participants who have not paid wish to cancel their booking(s). In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because the participants have promised to make payment, the participants must pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled. A failure to pay by an individual participant or group of participants will not usually mean cancellation of the whole trip only cancellation in relation to that participant/those participants.

We will accept payments from the club on behalf of the participants or directly from the participants. Any refunds due will be paid to the person who made the original payment unless we receive written, signed consent to the contrary.

The club is not our agent. We accept no liability for any monies paid to the club by the participants.

#### **4. THE COST OF YOUR TRIP**

Please note, changes and errors occasionally occur. You must check the price of your chosen trip at the time of booking.

Please note that you may be asked for proof of date of birth of any children in your party at check-in or at point of departure in order that any discount offered for children can be confirmed.

Once the price of your chosen trip has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the package.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your trip.

If any surcharge is greater than 8% of the total trip cost, clause 9 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the trip cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place.



## **5. SPECIAL REQUESTS AND MEDICAL CONDITIONS/DISABILITIES/REDUCED MOBILITY**

If any participant has a special request, the club should inform us of it in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier we cannot guarantee that any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your Confirmation of Reservation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible to give this) if your request is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

Trips or stays at Disneyland® Paris or Walt Disney World® are generally suitable for persons with reduced mobility and various services are made available to meet the special needs of visitors. However, certain activities and attractions at Disneyland® Paris or Walt Disney World® are subject to physical restrictions. For more information please consult the “Guests with Disabilities” section of the relevant Disney website. In some instances special requests may result in additional costs which will be communicated to you as soon as possible.

Other aspects of our trips may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before the trip booking is made, we will advise the club as to whether the proposed trip arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should any participant suffer any medical condition, disability or significant reduction in mobility which may affect their trip (including any which affect the booking process) or have any special requirements as a result, please tell us before the booking is confirmed so that we can assist in considering the suitability of the arrangements and/or making the booking. In particular please notify us of any special equipment, such as wheelchairs, that will be required and if any participant is travelling with an assistance dog (in which case further requirements are applicable – please contact us). In any event, the club or individual participant must give us full details in writing at the time of booking and whenever any change in the condition, disability or mobility occurs. The club or individual participant must also promptly advise us if any medical condition, disability or reduction in any participants’ mobility which may affect their trip develops after the booking has been confirmed.

If any participant is affected by a disability, medical condition or significantly reduced mobility you must ensure you have notified this to your travel insurers and that your travel insurance will cover it.

## **6. INSURANCE**

You must have adequate and appropriate travel insurance. Policy details should be read carefully and taken on your trip with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## **7. CHANGES BY YOU**

Should you wish to make any alterations to your confirmed trip, you must notify us in writing as soon as possible. We will endeavour to assist, we cannot guarantee that we will be able to meet any such request. Where we can, an amendment fee of £25 (if more than 100 days prior to departure) or £40 (if less than 100 days prior to



departure) per person per will be payable together with any costs or charges incurred or imposed by any of our suppliers. A change of trip dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the trip price where, for example, the basis on which the price of the original trip was calculated has changed.

You may transfer your booking or your place to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The persons(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected.

As certain arrangements (such as transportation) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

## **8. CANCELLATION BY YOU**

You may cancel your confirmed trip booking at any time before departure. You may also transfer your booking as referred to in clause 7. If you want to cancel your trip booking after we have confirmed it, you must do so by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation).

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
More than 100 days	Deposit paid or payable at the time of booking
100 days or less	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. The cancellation of a group of participants all sharing one room will ordinarily have no impact on the overall price of the trip for the remaining participants.

You have the right to cancel your confirmed trip before departure without paying a cancellation charge in the event of unavoidable and extraordinary circumstances occurring at your trip destination or its immediate vicinity and significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation or expenses you may have incurred. Please see clause 10.

## **9. CHANGES AND CANCELLATION BY US**

(1) Changes to confirmed trips sometimes have to be made and we reserve the right to do so in accordance with this clause 9. Most changes will be insignificant, and we have the right to make these. Where an insignificant



change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 5. Where we have to do so, clauses 9(4) and 9(5) will apply.

(2) All alterations which are not significant in accordance with clause 9(1) will be treated as insignificant changes. Transport companies may be subject to change. Any such change will not be significant. A change of departure time of less than 12 hours, transport company, departure point, destination drop off or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes.

(3) Group trips may require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any such trip where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your trip. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than 20 days before departure.

(4) In the event we have to significantly alter any of the main characteristics of your confirmed trip arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative trip arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative trip arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(5) If you choose to cancel your trip booking in accordance with clause 9(4), we will refund all payments you have made to us within 14 days of the date we receive your written cancellation. If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your trip booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 10).

(6) Occasionally, it may be necessary to cancel a confirmed trip booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted trip arrangements as a result of unavoidable and extraordinary circumstances (see clause 10) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group trip has not been achieved and we notify you of cancellation for this reason as referred to in clause 9(3). Where we have to cancel your trip booking in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you alternative trip arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 8 will apply.

(7) If we have to make a significant change or alteration as referred to in clause 9(1) or cancel as referred to in clause 9(6), we will, where compensation is appropriate, pay you the compensation set out in the table below, subject to the exceptions to the payment of compensation referred to in clauses 9(5) and 9(6).

Period before departure a significant change or cancellation is notified to you	Compensation per participant
More than 28 days prior to arrival	£0.00
15-28 day prior to arrival	£10.00
0-14 days prior to arrival	£15.00



(8) In the event that unavoidable and extraordinary circumstances (see clause 10) occur in the place of destination of your trip or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any amendment charges). We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

#### **10. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of unavoidable, and extraordinary circumstances. In these booking conditions, unavoidable, and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, (whether actual or threatened), war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, epidemics / pandemics, fire, flood, extreme weather conditions, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or third party and any volcanic activity. Unavoidable and extraordinary circumstances will also include the UK Foreign Office advising against all travel or all but essential travel to any country, region or destination.

#### **11. COMPLAINTS PROCEDURE**

In the unlikely event you have any reason to complain or may have a basis for making a claim in respect of any aspect of your trip arrangements whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and/or the situation is not resolved to your satisfaction within a reasonable time, you must contact us in the UK as soon as possible. You will be provided with contact details to enable you to do so before you go on your trip. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly.

In the event a complaint or problem is not resolved to your satisfaction locally and you wish to pursue the matter, you should contact us in writing with full details within 28 days of your return from the trip. Please note that any correspondence we may enter into with you is private and confidential.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your trip. Subject to clause 16(5), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

#### **12. CONDUCT WHILST TRAVELLING**

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct at the time to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.



We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects the general public or other travellers or is threatening or abusive towards our staff in the UK or resort, on the telephone, in writing or in person. If the Captain of your ferry or any of our staff believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you precede with your travel arrangements or restrict your movements on board or disembark you from your journey. If you are disruptive and this means that you are not allowed to board the ferry outbound from the UK, we will treat your booking as cancelled by you at that moment and you will have to pay full cancellation fees. If this occurs overseas, then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting a ship to remove you. Criminal proceedings may also be instigated.

### **13. YOUR ACCOMMODATION**

Any accommodation we arrange for you must only be used for those people named on your Confirmation of Reservation (or any amended Confirmation issued.) You are not allowed to share accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

### **14. CONDITIONS OF SUPPLIERS**

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU Regulations (see clause 16(6)). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

### **15. FINANCIAL PROTECTION AND REPATRIATION**

Take Us 2 The Magic Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with the current "The Package Travel, Package Tours Regulations " all passengers booking with Take Us 2 The Magic Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Take Us 2 The Magic Ltd.

This Policy is issued by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Limited is authorised and regulated by the Financial Services Commission in Gibraltar and authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the UK. Details about the extent of our authorisation and regulation by the FCA are available from us on request.

#### **Claims**

In the unlikely event of Insolvency of Take Us 2 The Magic Ltd please follow the procedures below:

Claims should be submitted in writing within 14 days of the Administration order or Take Us 2 The Magic Ltd being declared insolvent supported by documented evidence quantifying the value of the claim. Claims should be submitted to: Evolution Insurance Solutions Limited, 53A High Street, Saffron Walden, Essex, CB10 1AA or via email to [claims@evo-insurance.com](mailto:claims@evo-insurance.com)

#### **Policy exclusions**

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond (with the exception of Credit and Debit card). This policy will also not cover any loss sustained by Passenger(s) booked on a flight-inclusive package sold and commencing within the United Kingdom. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.



## 16. Liability

16(1) We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or the contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

16(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

the act(s) and/or omission(s) of the person(s) affected or any other person(s); or

the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or

Unavoidable and Extraordinary Circumstances as defined in clause 10 above.

16(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your trip. The services we provide include access to the Disney Park, but we are not responsible for the services provided in the Park. Please also see clause 18 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

16(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the trip in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 16(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

16(5) Except as set out in clause 16(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total trip cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 16(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.



16(6) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 16(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the international convention or EU regulation which applies to the travel arrangements in question. Such conventions and regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 for international travel by sea (as amended by the 2002 protocol), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

16(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, loss of self-employed earnings).

## **17. EXCURSIONS, ACTIVITIES AND GENERAL AREA INFORMATION**

We may provide you with information (before departure and/or when you are on your trip) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not operated, supervised, controlled or endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 16(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your trip, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a trip with us, we will pass on this information at the time of booking.

## **18. ASSISTANCE WHILST YOU ARE ON YOUR TRIP**

In the event you end up in difficulty (of any sort) during your trip, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.



## **19. DISNEYLAND® PARIS / WALT DISNEY WORLD®**

Important: Please note that where you intend to take part in a Disney Performing Arts Onstage activity, your participation in that activity, is subject to Disney's® own booking conditions which you must comply with. Where cancellations or changes occur, or you are otherwise unable to participate in such activities for whatever reason either prior to your departure or during your trip Disney's® terms will apply.

Further we cannot guarantee accuracy at all times of information given in relation to such activities or that any particular activity will take place as they are not under our control.

We are not responsible for performances, parades and other services provided by Disney. These services have specific supplemental rules and conditions which form part of your contract with us and are available upon request. Unless otherwise stated the following will apply:

- Your ability to participate in any Disney activity is subject to Disney's rules, policies, and procedures as may be amended by them. Disney may revoke performance opportunities/activities if deadlines are not adhered, music is received late, information provided is misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided.
- Disney reserve the right to modify, suspend, cancel or terminate any activities or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice.
- If you are under age 18 (or the age of majority under applicable law) and an activity is open to you, Disney may need your parent or guardian's consent before they can accept your entry. Disney reserve the right to request proof of identity or to verify eligibility conditions.

## **20. COMPETITIONS**

Events and competitions provided by Take Us 2 The Magic have specific supplemental rules and conditions which form part of your contract with us and are available upon request. Unless otherwise stated the following will apply:

(a) Entries - Your ability to enter and participate in any event activity or competition is subject to the applicable rules, policies and procedures. We may disqualify entries at our absolute discretion including where appropriate parental consent has not been provided. We reserve the right to modify, suspend, cancel or terminate any activities or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. Any prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition.

(b) Eligibility - If you are under age 18 (or the age of majority under applicable law) and an activity is open to you, we may need your parent or guardian's consent before they can accept your entry. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to award any prize to a winner in person.

(c) Prizes - No alternative prizes (or for non-cash prizes, cash) are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred (except to a child or other family member) or sold by winners. Only the number of prizes stated for the competition is available to be won and all prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection with the competition, after which no alternate winners will be selected or unclaimed prizes awarded. Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses associated with claiming a prize.

## **21. SAFETY STANDARDS**

Please note, it is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.



## 22. INFORMATION

### 22(1) The Booking Request

The importance of clear, correct information on the Booking Request is essential as we use this to make your trip booking and our contact with you. The person to whom all correspondence, invoices and travel instructions are to be sent, should be entered as the first name. It is also their address and telephone number(s) that should be shown and it must be they who sign this form. Other names are required, so please be accurate and ensure all names match those on passports.

### 22(2) Passports, Visa's and Health

All participants must be in possession of a valid passport and all visas, permits and certificates, including medical certificates, required for the whole of the trip booked. It is your responsibility to obtain these unless you are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The club must ensure that all participants are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you are not a British citizen or hold a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or costs incurred by us, you will be responsible for reimbursing us accordingly.

Requirements generally and for any country may change and you must check the up to date position in good time before departure with the embassy or consulate of the country(ies) you are travelling through and to.

Details of any compulsory health requirements applicable to your trip of which we are aware are shown on our website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on [www.nhs.uk/Live-well/healthy-body/before-you-travel](http://www.nhs.uk/Live-well/healthy-body/before-you-travel). For trips in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk). An EHIC is not, however, a substitute for travel insurance. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

### 22(3) Foreign Office Advice

The UK Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking and in good time before departure.

### 22(4) Your Coach Journey

The coach companies that we use have been selected to be relied upon to provide modern, comfortable coaches and careful, considerate drivers. In line with current regulations all UK coach companies supply coaches fitted with lap belts. Smoking and vaping is prohibited on all our coaches. Regular comfort stops are made. Space is limited so please restrict your luggage to one suitcase per person, plus light, small hand luggage which is capable of travelling underneath your seat. If you are traveling with a wheelchair or other special equipment please inform us of this at the time of booking or as soon as possible thereafter. If you are traveling with a guide dog please contact us prior to booking your trip so that we can consider all necessary arrangements and assist you in this regard.

### 22(5) Coach Pick-Up Points and Times

When completing the Booking Request you will have to specify your pick-up point. We will show this on your Confirmation of Reservation. It is your responsibility to ensure that all members of your party adhere to the timings given on your travel instructions. In the event that one or more of your party are late to the pick-up point at any time during your trip, to the extent where the itinerary arrangements may be jeopardised, the coach driver is within his rights to leave at the appointed time and no additional arrangements need be made for late



arrivals. For the return journey you will be disembarked at your original pick-up point. Homebound drop-offs are scheduled in reverse order of the pick-ups. Because of the inconvenience and delays caused to other passengers we are unable to accept requests to be dropped off at additional points.

#### 22(6) Delays

Occasionally trains, ferries and coaches may be delayed due to circumstances beyond our control. In such cases we will do our utmost to help you and keep you fully informed. In the event of extended overnight delays, depending upon circumstances, we will endeavour to provide accommodation. In the case of a major delay to your homeward journey, we shall endeavour to delay the departure from your hotel.

#### 22(7) Disneyland® Paris

Please note that certain shows, attractions, entertainment, shops and restaurants may be closed, modified, delayed or cancelled without prior notice. Pursuant to the provisions of the French Social Action and Family Code relating to the protection of minors (i.e. under 18 years of age) collectively accommodated for trips without their parents or guardian, in particular article R 227-6 of said Code, each of such minors shall be provided an individual bed in premises that should have separate accommodation for girls and boys aged 6 and above. Children under 15 years cannot be holidaying at Disneyland® Paris without being accompanied by an adult. For children aged between 15 to 17 years holidaying without being accompanied by adult(s), a written authorisation from parents or guardians is required. Only unsupervised minors who are at least 12 years old will be granted access to the Disney® Parks and only unsupervised minors who are at least 15 years old are authorised to stay in Disney® hotels.