

Ocean Holidays Booking Conditions

YOUR CONTRACT WITH OCEAN HOLIDAYS LIMITED, T/AS OCEAN FLORIDA and OCEAN CALIFORNIA Company No.: 08573713, Address: 9th Floor, North House, St Edwards Way, Romford, Essex, RM1 3AE

Ocean Holidays Ltd (trading as Ocean Florida/Ocean California) are members of the Travel Trust Association (TTA number U0898) and ATOL Protected (ATOL number T7523).

1. Confirmation of Booking

- 1.1. When a booking is made, the lead name on the booking guarantees that he or she has the authority to accept on behalf of all members of your party the terms of these booking conditions.
- 1.2. We will only accept bookings if the lead name is over 18 years of age. Written consent from parent/legal guardian is required for any travelers under the age of 18 who are travelling without their parents or legal guardians.
- 1.3. After we receive your booking and all appropriate payments, we will issue a confirmation invoice. We dispatch this confirmation invoice to the lead name and you will become directly responsible for the payment of the total holiday price and if applicable, any cancellation charges. A binding agreement will come into existence between us when we dispatch the confirmation invoice.
- 1.4. In addition to being bound by our terms and conditions you will also be bound by the terms and conditions of the companies we choose to facilitate your booking, such terms and conditions are available on request.
- 1.5. This contract is governed by English Law, and the jurisdiction of the English Courts.
- 1.6. It is important to check the details on the confirmation invoice to ensure that all elements of your booking are exactly as requested. In the event of any discrepancy please contact us immediately at operations@ocean-holidays.co.uk as it may not be possible to make changes at a later date.

2. Your Holiday Price

- 2.1. We reserve the right to alter the prices of any of the holidays shown on our website or in our brochure. You will be advised of the current price of the holiday that you wish to book before your booking is confirmed.
- 2.2. **Please note** that additional terms and conditions apply to Accommodation Only bookings which can be found at Clause 20 of these Booking Conditions.
- 2.3. If during the booking process you request a price match you will be required to provide sufficient proof to show the price and itinerary being offered by the 3rd party. If Ocean Holidays agree to price match you will be not entitled to any 'free services' or 'added extras' we have previously advised you of. This will include but not limited to: Centtrip prepaid MasterCard promotion, meal vouchers promotion or attraction ticket promotion.
- 2.4. Ocean Holidays do not permit price matching after a booking has been made.
- 2.5. Resort fees – it is now common place for hotels to charge resort fees which can only be paid locally and not at the point of booking with Ocean Holidays. We will do our best to inform you of any resort fee you may have to pay, but accept no responsibility for the payment of resort fees. If you are unclear as to whether resort fees will be payable please ask your agent and we will do our best to advise you.

3. Surcharges

- 3.1. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your holiday may change after you have booked. However, there will be no change within 30 days of your departure.
- 3.2. You will not be charged for any increase equivalent to 2% of the holiday price, which includes insurance premiums and any amendments charges.
- 3.3. You will be charged for the amount over and above that, plus an administration charge of £35 per person together with an amount to cover agents' commission (if applicable).
- 3.4. If this means that you have to pay an increase of more than 10% of the holiday price, you will have the following options:
 - a) Accepting the changed arrangements or
 - b) Purchasing alternative arrangements from us, of similar standard to those originally booked if available (if there is an increase in cost from the original booking you will be liable for this cost; if there is a reduction in cost, we will refund the difference to you) or
 - c) Accepting the cancellation, in which case you will receive a refund in full of all monies you have paid to us except for any amendment charges or
 - d) Should you decide to cancel you must do so within 14 days from the date of your final invoice or
 - e) Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday price, then any refund due will be paid to you.

4. Paying For Your Holiday

- 4.1. The person in whose name the booking is made, the lead name, acts on behalf of all other persons and becomes responsible to us for all payments in respect of the booking.
- 4.2. When you make your booking a deposit will be payable, the amount of the deposit will be dependent on the components of your travel arrangements. You will be advised of the deposit requirements during the booking process.
- 4.3. The balance of the holiday price must be paid at least 12 weeks prior to your departure date.
- 4.4. If your departure date is within 12 weeks or less at the point of booking the full balance will be payable.
- 4.5. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements.
- 4.6. If the balance is not paid in time we reserve the right to retain your deposit.
- 4.7. On some occasions we may need to take the full payment for the flights due to a special fares, this payment then becomes non changeable and non-refundable. You will be informed of any non-changeable and/or non-refundable parts of your booking prior to completing the booking process.
- 4.8. If you are paying by a credit card or debit card, you will incur a card fee which will be notified to you prior to confirming your booking. We aim to keep these charges to a minimum and in accordance with the amounts charged by the credit card companies and banks.
- 4.9. All pricing is reflected in GBP unless otherwise specifically denoted and is valid at time of publication but is subject to change. Unless otherwise stated, prices include all government levies and airport taxes as at the date of publication. Dates, itineraries and prices are indicative only. Prices are valid for travel for the date ranges shown.

5. Your Financial Protection

- 5.1. Ocean Holidays Ltd (trading as Ocean Florida) are members of the Travel Trust Association (TTA number U0898) and ATOL Protected (ATOL number T7523). Monies paid to us by you are held in a trust account and are not released to us until you commence your holiday. For further information please visit www.traveltrust.co.uk.
- 5.2. We provide full financial protection for our package holidays.
- 5.3. For flight-based holidays this is through our Air Travel Organiser's Licence number T7523. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- 5.4. If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 5.5. When you buy a package holiday that doesn't include a flight, protection is provided by way of a trust account with TTA.
- 5.6. If you book arrangements other than a package holiday with us, your monies are protected by way of our trust account held by the TTA.

6. If you change your booking

- 6.1. If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will do our utmost to make these changes, but it may not always be possible. Any request for changes must be made by telephone 0203 814 2198 by the lead name on the booking.
- 6.2. Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge up to 100% of that part of the arrangements. In some cases any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.
- 6.3. If some of your party cancel in addition to paying the applicable cancellation charges we will recalculate the holiday cost for the remaining travelers as you may have to pay additional accommodation charges.
- 6.4. If you wish to cancel an element of your travel arrangements before the full balance is paid your deposit will not be refunded and will not be used to cover the outstanding balance.
- 6.5. You will be asked to pay an administration fee of £35 per person and any difference in the price of your holiday, together with further costs we incur in making the alteration. You should be aware these costs could increase the closer to the departure date that changes are made. If you choose not to pay the difference in the price of your holiday, standard cancellation charges will apply.
- 6.6. Only one change of date (departure or arrival) per booking may be permitted, an additional non-refundable deposit will be required and additional charges may be incurred.
- 6.7. No changes between one season to another will be permitted; i.e. you cannot change from 2017

to 2018 or from winter to summer or from low season to high season. Any amendments of this nature will entail cancelling your holiday in accordance with clause 6.14 and re-booking a new holiday.

- 6.8. Your deposit may not be transferred to another destination or special offer once the booking has been confirmed. Should you wish to cancel you booking, standard cancellation charges will apply.
- 6.9. No changes are permitted within 12 weeks prior to travel.
- 6.10. Any cancellations outside of 12 weeks prior to travel will be at a loss of deposit.
- 6.11. Flights are non-refundable once tickets have been issued.
- 6.12. We recommend that in the event of any cancellation you contact your insurance company as you may be able to reclaim the loss depending on the reason for the cancellation and the policy you have taken.
- 6.13. You should note that certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.
- 6.14. Cancellation Charges:

Notification Period	Cancellation Charge**
12 weeks or more	Loss of deposit
12-8 weeks	70% of holiday price* or deposit if more
8-4 weeks	90% of holiday price* or deposit if more
Less than 4 weeks	[100]% of holiday price* or deposit if more

*If you change your booking, 'Holiday Price' does not include any handling/amendment fee or other costs paid which are not refundable in the event of your cancellation.

**These cancellation charges apply to all bookings, except items or services that are non-refundable, i.e. scheduled flights/charter flights/cruises. You will be advised of any items of this nature at the time of booking.

7. If We Change Your Booking

- 7.1. As we arrange and plan your holiday many months in advance, we may have to make changes to your booking both before and after your booking has been confirmed.

Changes

- 7.2. Most changes are minor but from time to time we may have to make a major change to your booking. If we have to make a major change or cancel your booking, we will tell you as soon as reasonably possible and if there is time to do so before departure and we will offer you the following options;
- 7.3. Accepting the changed arrangements or purchasing alternative arrangements from us, of similar standard to those originally booked if available (if there is an increase in cost from the original booking you will be liable for this cost; if there is a reduction in cost, we will refund the difference to you) or accepting the cancellation, in which case you will receive a refund in full of all monies you have paid to us.
- 7.4. For the avoidance of any doubt, these options do not apply for minor changes.

Cancellation

- 7.5 We will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel

arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

Compensation

- 7.6. If we cancel or make a major change we will pay compensation as detailed below, except where the major change or cancellation arises due to reasons of *force majeure*.

Period before departure in which we notify you	Amount you will receive from us (per full-fare paying adult named on the holiday booking)
84 days and over	Nil
Between 83 to 29 days	£10
Between 28 to 14 days	£20
Between 13 and 1 day notice or in resort	£30

Force Majeure

- 7.7. We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial action, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

8. Travel Requirements

- 8.1. You accept responsibility for both you and your party in respect of the following:
- a) You must ensure that you and your party have valid passports and appropriate visas. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Further information regarding visas and travel destinations advice can be found at www.fco.gov.uk. Your passport should have a minimum of 6 months validity from the date of travel. You should check if vaccinations are required for your chosen destination with your doctor.
 - b) It is mandatory for anyone transferring through the US under the Visa Waiver Programme, to obtain approval to travel no later than 72 hours prior to travel by completing an online process ESTA (Electronic System for Travel Authorisation) scheme. The cost of an ESTA is currently approximately \$14 per person and can be obtained by visiting <https://esta.cbp.dhs.gov> or visit the Visit USA website at www.visitusa.org.uk where further information on the scheme and up to date fee can be found. Once completed and approved the ESTA application is valid for 2 years and allows multiple visits without the need to re-apply. Travellers can apply for an ESTA even if they have no firm plans to travel to the US. Failure to obtain an ESTA could result in the passenger being denied boarding by the airline.
 - c) From 15 March 2016 any visitor travelling to Canada – including those who don't currently need a visa to visit – will have to get an electronic travel authorisation (eTA) to enter Canada. From 1 August 2015, travellers will have the opportunity to go online and apply for their eTA ahead of time. For more information see the official Canadian government website.
 - d) Airline regulations state that women who are 28 weeks or more into pregnancy at the time of return travel must have a doctor's certification stating that they are fit to travel. Normally, permission to travel is refused after 32 weeks. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger for this reason.
 - e) You must be responsible for the behaviour of yourself and your party. (Please refer to section 12).
 - f) For all guests residing in a villa/condo or town home you will be required to pay a compulsory guest registration fee prior to your departure. If this is not paid before your arrival in resort

you will be asked to pay the fee locally. The fee is £25 per week per property and will cover you for any accidental damages up to the value of \$1000. This fee cannot be paid at the point of booking.

9. Our Liability to you

- 9.1. If the contract we have with you is not performed or is improperly performed by us we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements.
- 9.2. We will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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.
- 9.3. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:
 1. The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
 2. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.
- 9.4. You can ask for copies of the transport contractual terms, or the international conventions, from 0203 814 2198. 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 will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted.
- 9.5. **Please note** that this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.
- 9.6. **Please note** that this clause does not apply to Accommodation Only bookings. Please refer to Clause 20 of these Booking Conditions for further information.

10. Assistance in Resort

- 10.1. 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.

11. Complaints

- 11.1. In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangement whilst away, you must immediately inform us of the service(s) in question.
- 11.2. Most problems or complaints can be resolved whilst you are away, however if you remain dissatisfied please contact us in writing within 28 days of your return by emailing feedback@ocean-holidays.co.uk or write to, Ocean Holidays Ltd, 9th Floor, North House, St Edwards Way, Romford, Essex, RM1 3AE.

- 11.3. We will require any documentation to support your complaint in order for us to investigate any problems you may have incurred.
- 11.4. If you fail to follow these procedures we will have been deprived of the opportunity to investigate and rectify your complaint.
- 11.5. In the event that we are unable to resolve your complaint, the Travel Trust Association can act as an independent intermediary. All complaints are dealt with in writing. Should you feel the need to make a complaint, please detail the matter in writing and post it to Travel Trust Association, Albion House, High Street, Woking, Surrey, GU21 6BD. You are required to enclose copies of any previous correspondence that you may have had with us and any paperwork that is at all relevant e.g. receipts, invoices, etc.

Upon receipt Travel Trust Association will act as an independent intermediary in your grievance with the member and shall liaise between both parties. Should the response that you receive from the us not be satisfactory, the Travel Trust Association can then offer you an arbitration service. The arbitration service is administered and managed independently from Travel Trust Association and the Travel Trust Association member. The arbitration scheme is arranged by the TTA and provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The Scheme does not apply to claims for an amount greater than £2,500 per person. There is also a limit of £10,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. Details of the scheme can be supplied on request.

12. Behaviour

- 12.1. When you book a holiday you accept responsibility for the proper conduct for yourself and your party whilst on holiday.
- 12.2. If you are prevented from utilising your aircraft seat and/booked accommodation as a result of your behavior, or you appear to be unfit for travel or likely to cause disturbances or discomfort to other persons whether due to alcohol consumption, misuse of drugs or general misbehaviour, we will be entitled to terminate the holiday of the person(s) concerned. Full cancellation charges will apply (if applicable) and any extra costs incurred in making alternative arrangements will be payable by you.
- 12.3. For the avoidance of doubt, where the person(s) concerned are required to leave the accommodation we will have no further responsibility to them including any travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.
- 12.4. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's legal costs) as a result of your actions.

13. Flights

- 13.1. Occasionally flight operators change the flight times and for that reason it is important that you confirm your flight times two days prior to departure.
- 13.2. For inbound flights, it may be necessary to reconfirm your flight with the airline. Please check this in the correspondence received from your Travel Provider, including the Travel Provider's Booking Conditions. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.
- 13.3. We cannot accept responsibility in the event that you miss your flight if you do not confirm your flight times as described above.
- 13.4. We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform

you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. The carrier (s), flight timings and type of aircraft shown on this site and on your ATOL receipt are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately 7-14 days prior to travel. You must check your tickets very carefully immediately on receipt to ensure you have the correct times. It is possible that flight times may be changed even after the tickets have been dispatched, we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges.

- 13.5. Under EU Law, you have rights in some circumstances 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 published at EU airports and will also be available from airlines. 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. If your airline does not comply with these rules you should complain to the CAA's Passenger Advice and Complaints Team (PACT) on 020 7453 6888 or visit www.caa.co.uk.
- 13.6 Please note that in accordance with Air Navigation Orders, in order to qualify as an infant status, a child must be 2 years and under on the day of his/her return flight.
- 13.7 Flight reference numbers will be made available 12 weeks prior to departure and upon the payment of any outstanding balance.

14. Insurance

- 14.1. It is a condition of travel on our holidays that all travelers are adequately covered by travel insurance prior to departure. Insurance should cover personal accident and medical expenses, evacuation and repatriation, baggage loss, and cancellation or curtailment of holiday.
- 14.2. Your insurance details must be supplied to us at the time of booking. If you fail to provide the requested insurance information prior to travel, we reserve the right, acting in our sole discretion, to cancel bookings and apply charges as per our cancellation policy. In some cases, a pre-existing medical condition may not be covered by your travel insurance company. In this instance, a signed indemnity is required stating that you will be financially responsible for any costs associated with treatment of your pre-existing medical condition.

15. Prices and Web Site Accuracy

- 15.1. The information and price showing in this web site may have changed by the time you come to book your arrangements. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

Although we make every effort to ensure the accuracy of the web site/information/documentation and email correspondence, regrettably errors do occur. You must therefore ensure you check the holiday price and all other details of your chosen arrangements and contact us immediately should you find a discrepancy.

16. System Errors

- 16.1. In rare cases errors may occur when inputting prices into our reservations system or website. We regret that any contract entered into on the basis of an erroneous price will be void. In the unlikely event that such a situation arises, you will be given the option to either pay the correct price or cancel with a full refund.

17. Special Requests/Medical Problems

- 17.1. If you wish to make a special request, you must do so at the time of booking. We will endeavour to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met.
- 17.2. The fact that a special request has been noted on your confirmation invoice or any other documentation or that has been passed on to the supplier is not confirmation that the request will be met.

- 17.3. Failure to meet any special requests will not be a breach of contract on our part unless the request has been specifically confirmed.
- 17.4. We are happy to advise and assist you in choosing a suitable holiday. As some of the accommodation and resorts featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc., it is important that, when booking, you advise us of any disabilities and special requirements to make sure the holiday meets your specific needs.
- 17.5. If we reasonably feel unable to properly accommodate the particular need of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we became aware of these details.

18. Excursions

- 18.1. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

19. Data Protection

- 19.1. Once you have confirmed your details (and those of your party) with us we will proceed to confirm the booking.
- 19.2. Save as expressly set out in these Booking Conditions, only the necessary booking information that you provide to us will be passed on to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements.
- 19.3. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes.
- 19.4. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking.
- 19.5. Please note that, in addition to us contacting you after the provision of your holiday, we may also contact you following your holiday with details of other holidays / tours provided by us that may be of interest to you.
- 19.6. We may provide third parties with your contact details for this purpose, unless you inform us that you do not wish to receive such approaches in future. In making this booking, you consent to this information being passed on to the relevant persons for the purposes set out in this clause 19 (and our data protection/privacy policy, which is available upon request) for you and those persons included in your booking.

20. Accommodation Only Bookings

- 20.1. If you purchase accommodation only at the time of booking, your contract for your confirmed accommodation will be with the accommodation provider(s) and no-one else. In such circumstances, we act solely as agent for that accommodation provider. The accommodation provider's terms and conditions will apply to your contract. In the event of any conflict between these Booking Conditions and the accommodation provider's separate booking terms and conditions, these Booking Conditions will prevail.
- 20.2. As agent, our responsibilities are limited to making your booking in accordance with your instructions. We cannot and do not accept any liability whatsoever for any improper

performance of the service supplied by the accommodation provider including but not limited to the accommodation itself, for any information concerning the accommodation which we pass on to you in good faith, for the performance of your contract by the accommodation provider or for the acts or omissions of the accommodation provider, its employees, agents or suppliers or any other person or party in any way connected with the accommodation.

- 20.3. The booking conditions for all of the suppliers who offer accommodation only through us are available from us on request.