

These Terms and Conditions of Booking ('Booking Conditions') together with our Privacy Policy and any documents referred to in them will apply to: (A) Our supply of products and services; and (B) Our contact with you, so please read them and the product descriptions through carefully before booking.

Please note that to book any of the products described to you over the telephone you must agree to be bound by these Booking Conditions. If you have any questions about the Booking Conditions, please contact us for clarification prior to booking.

References to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. References to "Travel Arrangement(s)" in these Booking Conditions are to the accommodation, flights, transport, and other services we offer for sale. References to "Supplier" means the supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, car hire companies, and airlines. References to "Principal Supplier" or "Principal" means the Supplier with whom your contract is with.

Please print a copy of these Booking Conditions for future reference.

Please understand that if you refuse to accept these Booking Conditions, you will not be able to make any bookings with us for any products or services we offer for sale.

About Us

We are Ocean Holidays Limited trading as Ocean Florida 'Ocean', 'we', 'us', 'our') a company registered in England and Wales Company No: 08573713, with its Registered Office and main trading address at 9th Floor, North House, St Edwards Way, Romford, Essex, RM1 3AE.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- a) has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b) consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note:

We act in the following capacities: as a Package Organiser/Principal in the sale of Package Holidays in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 ('PTRs'); as a Principal in the sale of single-element bookings; or as agent in the sale of single-element bookings. You will be advised at the time of booking which one of these scenarios applies to your booking and it will also be confirmed on your Confirmation Invoice. For the avoidance of doubt, we do not sell Linked Travel Arrangements (as defined under the PTRs). Our obligations to you will vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible:

- (A) Section A contains the conditions which will apply where we acting as Principal to your bookings and to Sections B and C bookings only.
- (B) Section B contains the additional conditions which will apply when you make a booking for a Package with us where we act as the Package Organiser.
- (C) Section C contains the additional conditions which will apply where you make a single-element Travel Arrangement booking with us, where we are acting as Principal.
- (D) Section D contains all the conditions which will apply where you make a single-element Travel Arrangement booking with us, where we are acting as agent. Please note that the Section D terms and conditions are completely standalone.

SECTION A – APPLICABLE TO ALL PRINCIPAL BOOKINGS**1 Contract**

1.1 When making your booking we will arrange for you to enter into a contract with us for a Package Holidays, as Principal and as specified on your Confirmation Invoice. Your booking with us is subject to the relevant parts of these Booking Conditions and we advise you to read these carefully prior to booking.

1.2 All bookings are subject to availability at the time of booking. We do not guarantee that any of the Travel Arrangements or Packages we advertise will still be available at the time of booking.

1.3 By providing us with the details of the Travel Arrangement or Package you wish to book over the telephone or email, you are requesting us to book the relevant Travel Arrangement or Package on your behalf. Once you have received your Confirmation Invoice, you have entered into a legally binding agreement with us to purchase the Travel Arrangement or Package.

1.4 After we receive your booking and all appropriate payments, we will issue a confirmation invoice ('Confirmation Invoice') with a booking reference number. The Confirmation Invoice will be made available 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 contract will come into existence between us when the Confirmation Invoice is made available.

1.5 In addition to being bound by our Booking 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 and will include terms for late arrivals and no shows.

2 Booking

2.1 The lead name is responsible for ensuring the accuracy of the personal details and any other information supplied to us in respect of yourself and all other members of your booking party and for passing any information regarding the booking or any changes made in relation to the booking to all members of the booking party including, but not limited to, information on schedule changes or copies of booking confirmations.

2.2 It is important to check the details on the Confirmation Invoice to ensure that all elements of your booking are exactly as requested. Please check that all names, dates and timings are correct on receipt of all documents. Please ensure that the names given are the same as in the relevant passport.

2.3 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. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. 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. 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. Our privacy policy is available at - <https://www.ocean-florida.co.uk/privacy-policy/>.

2.4 In the event of any discrepancy in the details contained on the Confirmation Invoice please contact your booking agent immediately as it may not be possible to make changes at a later date and/or you may have to pay amendment or cancellation fees in accordance with clause 6.14.

2.5 Ocean Holidays strives to ensure that your booking takes place as booked and will from time to time review your booking to ensure your party have been provided with the most suitable and best value travel arrangements. In the event that we are able to add value to the travel arrangements booked we reserve the right to contact you to discuss the added value available. There is no obligation to make any changes to your booking and no amendments will be made to your booking without your prior consent.

3 Price

3.1 We reserve the right to alter the prices of any of the Packages or Travel Arrangements and the prices do change from time to time. You will be advised of the relevant current price before your booking is confirmed.

3.2 All prices include any applicable VAT.

3.3 We will do our best to ensure that all the information and prices that we advise you of or publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Package or Travel Arrangement that you wish to book before your booking is confirmed. Where the Package or Travel Arrangement has been incorrectly priced and the booking has already been confirmed, we reserve the right to cancel the booking and refund all monies paid to you.

3.4 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 agrees to price match you will not be entitled to any 'free services' or 'added extras' we have previously advised you of. This will include but not limited to: B4B prepaid card, Centtrip prepaid MasterCard, meal vouchers, airport lounges or attraction tickets.

3.5 Ocean Holidays do not permit price matching after a booking has been made.

3.6 Resort fees including, tourist tax, car parking and refundable deposits are now commonly charged by hotels/resorts, which can only be paid locally and not at the point of booking. We will do our best to inform you of such fees but accept no responsibility for the payment of 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. Note resort fees are subject to change.

3.7 Refundable deposits are now common charged by hotels following your arrival in resort. The amount of the deposit varies depending on the hotel's policy and the length of stay. Refundable deposits are typically refunded within 14 days of your departure. In most cases the original debit will disappear from account. If you are unclear as to whether a deposit will be payable please ask your agent and we will do our best to advise you.

3.8 Car hire charges – If your travel arrangements include car hire you will have all the necessarily insurances to get your car on the road, however it may be the case that the local car hire agent will try to sell additional extras above the service booked by Ocean Holidays. Ocean Holidays will not be liable for any additional charges agreed with the local car hire agent.

3.9 Pre-booking seats – it is now common for airlines to charge passengers to pre-book their seats, seating is subject to availability. Flight seat booking rules vary by airline and departure date, your Confirmation Invoice, made available at the time of booking contains full details as they apply to your particular booking and airline.

4 Payment

4.1 The lead name, acts on behalf of all other persons on the booking and is 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 Package or the Travel Arrangement that you are booking. You will be advised of the deposit requirements during the booking process. All deposits are required to be paid in full, even in the event of cancellation. If you have agreed to pay your deposit

in instalments all instalments must be paid. Where instalments have been agreed your deposit will be the sum of all instalments and not just the initial payment.

4.3 The balance of the Package or Travel Arrangement price must be paid at least 16 weeks prior to your departure date, however, in certain circumstances you may be asked to pay your balance earlier due to our commitment to our suppliers.

4.4 If the deposit and/or balance is not paid in time, we reserve the right to cancel your booking and charge any administration and cancellation charges in accordance with clause 6.14.

4.5 On some occasions we may need to take the full payment for the flights due to a special fare, this fare 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.

4.6 To make payment online, please visit Manage My Booking on our website at <https://www.ocean-florida.co.uk/managemybooking/> and select Pay Balance. Alternatively, you can call us on 0203 814 2198 and select Option 1.

4.7 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 but not resort fees as per clause 3.6. Dates, itineraries and prices are indicative only. Prices are valid for travel for the date ranges shown.

4.8 Any refund due will be paid to the lead passenger, unless a request is made to Ocean Holidays with evidence provided that the lead passenger is not due the refund in full due to payment being made by another member of the party.

5 Special Requests/Medical Issues

5.1 If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant Supplier, but we cannot guarantee that any requests will be met. If the service required can be paid for, we recommend that to guarantee the service is available that it is paid for as a part of your booking.

5.2 The fact that a special request has been noted on your Confirmation Invoice or any other documentation or that it has been passed on to the Supplier is not confirmation that the request will be met.

5.3 Failure to meet any special requests will not be a breach of contract on our part unless the request has been specifically confirmed.

5.4 We are happy to advise and assist you in choosing a suitable Package or Travel Arrangement. As some of the Packages or Travel Arrangements 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. We accept no liability if we are not advised of any special requirements your party have before a booking is completed. In the event that we are advised of a special requirement after a booking has been completed, your booking may be subject to additional charges to make the required arrangements.

5.5 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.

6 If you Change or Cancel your Booking

6.1 If, after our Confirmation Invoice has been issued, you wish to change your Package or Travel Arrangement in any way, we will do our utmost to make these changes, but it may not always be possible. We will require the full deposit to be paid to process the change and any additional costs that are confirmed as part of the new deposit. Any request for changes must be made to us by telephone to our Operations Department on 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 Package, or the whole Package or Travel Arrangement. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing a new Package or Travel Arrangement at full price, such a change could include the cancellation of a significant element of your travel arrangements such as your flights or accommodation.

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 travellers as you may have to pay additional charges.

6.4 If you wish to cancel an element of your Package or Travel Arrangement before the full balance is paid your deposit will not be refunded and will not be used to cover the outstanding balance. Certain arrangements may incur a cancellation charge of up to 100% of that part of the arrangement of the Package or Travel Arrangement after it has been confirmed.

6.5 You will be asked to pay an administration fee of £50 per person and any relevant difference in the price of your holiday, together with further costs we incur in making the alteration for any amendment or cancellation. 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 new Package or Travel Arrangement, standard cancellation charges as set out in clause 6.14 will apply.

6.6 Only one change of date (departure or arrival) within the same season 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. 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 Package or Travel Arrangement.

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 your booking, cancellation charges will apply.

6.9 No changes are permitted within 16 weeks of departure. Changes requested in resort will be subject to an admin charge of £250 per person and will be subject to availability, as well as supplier costs.

6.10 Customer cancellations outside of 16 weeks prior to travel will be at a cost of loss of deposit.

6.11 Flights are non-refundable once tickets have been issued. Tickets are usually issued once your full balance has been paid.

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 Packages and 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 arrangement or the whole Package or Travel Arrangement.

6.14 Cancellation Charges:

All cancellation charges are also subject to our administration charge in addition to the following:

<u>Notification Period</u>	<u>Cancellation Charge**</u>
16 weeks or more	Loss of deposit #
16-8 weeks	70% of Package/Travel Arrangement price* or deposit if more
8-4 weeks	90% of Package/Travel Arrangement price* or deposit if more
Less than 4 weeks	100% of Package/Travel Arrangement price* or deposit if more

*If you change your booking, 'Package/Travel Arrangement 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 nonrefundable, i.e. scheduled flights/charter flights/cruises. You will be advised of any items of this nature at the time of booking.

If at the point of cancellation, the full deposit has not been paid due to the deposit being paid in instalments you will be required to pay the full deposit due.

Cancelling – Foreign, Commonwealth & Development ('FCDO') Advice and Pandemics

6.15 Where you are choosing to travel to a destination subject to the FCDO advisory against nonessential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay our standard cancellation charges as shown in clause 6.14 of these Booking Conditions – you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel. Where a full refund is not available, we are offering flexibility to find the best possible solution for you, this will include a date change or a fully protected credit note.

6.16 Where your chosen destination is exempt from the FCDO advisory against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay our standard cancellation charges as shown in clause 6.14 of these Booking Conditions.

6.17 Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment).

7 If We Change Your Booking

7.1 As we mostly arrange and plan your Package or Travel Arrangement 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.

7.3 If we make a major change to your Package or Travel Arrangement, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting 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), or cancelling your Package or Travel Arrangement and receiving a full refund of all monies paid. This doesn't apply for minor changes. Additional provisions may apply to Packages (see clause 21).

7.4 Examples of minor changes may include, but are not limited to alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of airline or routing (including from non-stop to indirect flights), change of airport (including change of departure airport between local airports), change of accommodation to another or higher standard within 30 minutes/30 miles of the original accommodation or change to a cruise itinerary. See additional provisions and examples that apply to Packages at clause 21.

Cancellation

7.5 We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation, including any additional Travel Arrangements that you have made via another company.

7.6 Very rarely, we may be forced by Unavoidable and Extraordinary circumstances (see clause 7.8) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

7.7 Where you have booked a Package, additional terms and conditions apply to your booking, please see clauses 6.8-6.9.

Unavoidable and Extraordinary Circumstances

7.8 In these Booking Conditions, Unavoidable and Extraordinary Circumstances (also known as Force Majeure) means a situation which is beyond our or the Supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, but are not limited to whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except where otherwise stated in these Booking Conditions, we have no liability including for compensation, costs and expenses in such situations.

7.9 Brexit Implications: please note that certain Packages and/or Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. This is something we will continue to monitor and will advise you as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Unavoidable and Extraordinary Circumstances, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

7.10 We shall have no liability to you for any failure to perform, or delay in performance of, any of our obligations that is caused by Unavoidable and Extraordinary circumstances.

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. Once completed and approved the ESTA application is valid for 2 years and allows multiple visits without the need to reapply. 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. If you are travelling to the

United States and you have travelled to Cuba since 12th January 2021, you will not be able to travel on the ESTA Visa Waiver Programme, you will need to obtain a visa to travel to the United States. For more information visit <https://travel.state.gov/content/travel.html>.

- c) 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.
- d) You must be responsible for the behaviour of yourself and your party. (Please refer to clause 14).
- e) For all guests residing in a villa/condo or town homes you will be required to pay a compulsory guest registration fee. If this is not paid before your arrival in resort you will be asked to pay the fee locally. The fee will cover you for any accidental damages up to the value of \$1000. The fee cannot be paid at the point of booking.
- f) When checking into a villa the lead guest must be at least 25 years old.

9. Foreign, Commonwealth & Development Office ('FCDO') Advice

9.1 Please note that the FCDO currently advises against all but essential travel to a number of overseas destinations, including popular holiday destinations in which we operate. However, many of these destinations remain open and welcoming to UK tourists and flights to and from these destinations continue to operate. Whilst holiday destinations remain open to UK tourists, flights continue to operate and holiday services can be performed, we will continue to offer holidays to our customers who wish to travel.

10 Travel advice

10.1 For up-to-date travel advice from the UK government, visit www.gov.uk/foreigntravel-advice and <https://travelaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

11 Your Experience

11.1 You acknowledge that the suppliers providing your Package or Travel Arrangement will need to comply with national and/or local guidance.

12 Assistance in Resort

12.1 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 Unavoidable and Extraordinary Circumstances and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

13 Complaints

13.1 In the unlikely event that you have any reason to complain or experience any problems with any element of your Package whilst away, you must immediately inform us and the relevant supplier of the particular part of the Package that you wish to complain about whilst in resort.

13.2 Most problems or complaints can be resolved whilst you are away, however if you remain dissatisfied, please contact your booking agent in writing within 28 days of your return.

13.3 We will require any documentation to support your complaint in order for us to investigate any problems you may have incurred, including evidence of the issues encountered and proof of any additional costs incurred.

13.4 If you fail to follow these procedures we will have been deprived of the opportunity to investigate and rectify your complaint.

13.5 In the event that we are unable to resolve your complaint, ABTA can act as an independent intermediary via their ADR scheme. Arbitration can be used to settle alleged breaches of contract and/or negligence between consumers and ABTA Members. If your claim includes an element of minor illness or personal injury then this can also be considered by the arbitrator, but is limited to £1,500 per person.

More information on ABTA's assistance in resolving disputes can be found at www.abta.com.

13.6 Unless specifically stated credit notes issued following a complaint in resort or post travel will be valid to travel within 24 months of the booked return date.

14 Behaviour

14.1 When you book a Package or Travel Arrangement you accept responsibility for the proper conduct for yourself and your party whilst on the Package or Travel Arrangement.

14.2 If you are prevented from utilising any element of your Package or Travel Arrangement as a result of your behaviour, 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 Package or Travel Arrangement 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.

14.3 For the avoidance of doubt, where the person(s) concerned are required to leave the Package or Travel

Arrangement early 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.

14.4 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 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.

15 Flights

15.1 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. We recommend that you check directly with your airline to confirm the current departure time as the departure time may change more than once.

15.2 For inbound flights, it may be necessary to reconfirm your flight with the airline. Please check this in the correspondence received from the airline or flight provider including all the relevant 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.

15.3 We cannot accept responsibility in the event that you miss your flight if you do not confirm your flight times as described above. If you voluntarily miss a flight due to a change in your schedule this may affect the availability of other flights booked via Ocean Holidays, please consult your agent if you plan to make any changes to your travel arrangements.

15.4 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 our website 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.

15.5 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. You will be responsible to make such a claim directly with your airline, but we will be available to assist you in this process. 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.

15.6 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.

15.7 Flight reference numbers will be made available upon the payment of any outstanding balance.

15.8 For operational reasons your flight booking may be split over more than one flight reference, the reason for this may be due to amendments made to your booking by yourself or Ocean Holidays and to get the best priced flights. Ocean Holidays will endeavour to advise you if

your booking is split over multiple flight references, this will also be detailed on your booking confirmation.

16. Where you have booked a Package or Travel Arrangement that does not include flights and you have booked flights separately in order to take part in a Package or Travel Arrangement we accept no responsibility for any flights, cancellations, amendments whatsoever.

17 Insurance

17.1 It is a condition of travel on our Packages and Travel Arrangements that all travellers 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.

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 or Travel Arrangement. 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 Law and Jurisdiction

19.1 These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with exclusively by the Courts of England and Wales only (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

SECTION B: PACKAGE HOLIDAY BOOKINGS

20 This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.

21 Package Contract

21.1 Where your booking is for a Package, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in Section B of these Booking Conditions.

21.2 A “Package” exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- a) transport (including but not limited to flights, trains and coaches and does not including minor transport services such as a guided tour or a transfer); or
- b) accommodation; or
- c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- d) provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

21.3 Your contract will be with us and we will accept responsibility for this booking as a Package Organiser unless we are acting as an agent for another Package Organiser as detailed in Section D of these Booking Conditions.

21.4 It is our duty as the Package Organiser to ensure that you have been provided with all details set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/1> before the booking is made. If you have not been given sufficient information, please let us know immediately.

21.5 You should also be provided with all the following information as set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/5>, which will be provided in the package travel contract. If you have not been given sufficient information, please let us know immediately.

21.6 More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

22 Transferring Your Package

22.1 If any member of your party is prevented from travelling on their Package, that person(s) may transfer their place to someone else, subject to the following conditions:

- that person is introduced by you and satisfies all the conditions applicable to the Package;

- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an administration fee of £50 per person transferring as well as any additional fees, charges or other costs arising from the transfer;
- the transferee agrees to these Booking Conditions, and all other requirements applicable to the Package; and
- you and the transferee remain jointly and severally liable for payment of all sums.

22.2 If you are unable to find a replacement, cancellation charges as set out will apply in accordance with clause 6.14. Otherwise, no refunds will be given for passengers not travelling or for unused services.

22.3 If any member of your party is prevented from travelling on their Package, that person(s) may transfer their place to someone else, subject to the following conditions:

23 If we Change or Cancel your Package

23.1 Where you have booked a Package and we make a significant change to or cancel the Travel Arrangements which form your Package, the provisions of this clause 23 will apply.:

23.2 We can change your holiday price after you've booked, only in certain circumstances:

Surcharges

23.3 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 Package may change after you have booked. However, there will be no change within 20 days of your departure.

23.4 You will not be charged for any increase equivalent to 2% of the Package price, which includes insurance premiums and any amendments charges.

23.5 You will be charged for the amount over and above that, plus an administration charge of £50 per person.

23.6 If this means that you have to pay an increase of more than 8% of the Package price, you will have the following options:

- a) Accept the changed price; or
- b) Purchase 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) Accept the cancellation, in which case you will receive a refund in full of all monies you have paid to us minus 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 minus an administration charge of £50 per person.

Changes to services

23.7 If we make an insignificant or minor change to your Package, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes may include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of airline routing (including from non-stop to indirect flights), changes of carriers or minor changes to services available at the accommodation, change of accommodation to another accommodation of the same or higher standard.

23.8 Occasionally we may have to make a significant change to your confirmed Package. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your Package by more than 12 hours.
- A change of UK departure airport except between:
 - The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - The South Coast airports: Southampton, Bournemouth and Exeter
 - The South Western airports: Cardiff and Bristol
 - The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - The Northern airports: Liverpool, Manchester and Leeds Bradford
 - The North Eastern airports: Newcastle and Teesside
 - The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

23.9 If we have to make a significant change or cancel your Package, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for significant changes) accepting the changed Travel Arrangements; or
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable or higher standard if available (at no extra cost); or
- iv. if available, accepting an offer of alternative travel arrangements of a lower standard, with a refund of the price difference between the original Travel Arrangements and the alternative travel arrangements.

23.10 You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative travel arrangements.

Cancellations

23.11 We will not cancel your Package less than 16 weeks before your departure date, except for reasons of Unavoidable or Extraordinary circumstances or failure by you to pay the final balance. If your Package 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

23.12 If we cancel or make a major change we will pay as a minimum compensation as detailed below, except where the major change or cancellation arises due to Unavoidable or Extraordinary circumstances (clause 7.8-7.10).

<u>Period before departure in which we notify you</u>	<u>Amount you will receive from us (per full-fare paying adult named on the holiday booking)</u>
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

24 Our Liability to you

24.1 You must inform us without undue delay of any failure to perform or improper performance of the travel services included in the Package. If any of the travel services included in your Package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the Package and is unforeseeable or unavoidable; or Unavoidable and Extraordinary circumstances; or an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

24.2 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.

- 3) Loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

24.3 You can ask for copies of the transport contractual terms, or the international conventions, from our Customer Service Department on 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 Package cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted.

24.4 If it is impossible to ensure your return as scheduled due to Unavoidable and Extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

24.5 It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these Booking Conditions at clause 13.

24.6 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

24.7 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

24.8 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which 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) relate to any business.

24.9 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

25 Financial Protection

25.1 We are an Accredited Body Member of Hays Travel Limited, ATOL 10531. This means that Hays Travel allow us to trade under their ATOL in accordance with the terms of Accredited Body membership. We sell travel services on behalf of Hays Travel and benefit from Hays Travel's membership of ABTA with membership numbers Y6833/Y6834/P8731.

25.2 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).

25.3 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.

SECTION C – SINGLE ELEMENT TRAVEL ARRANGEMENT BOOKINGS

26 Contract

26.1 Where your booking is for a single element Travel Arrangement (e.g. Accommodation only or flight only) in some situations your contract will be with us as Principal, but we will not act as a “Package Organiser” and you will not receive the rights and benefits under the PTRs as outlined in Section B of these Booking Conditions.

26.2 We will only be responsible for the provision of any Travel Arrangements, services or activities on a single element Travel Arrangement Booking that has been arranged by us and as set out in your Confirmation Invoice. Any additional activities, services or Travel Arrangements booked directly with the Supplier or anyone other than us will be between you and the Supplier or other relevant person.

27 Pricing

27.1 Price increases may occur any time prior to departure you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

28 Our Liability to You

28.1 For single element Travel Arrangement Bookings, where we are Principal, we have a duty to select the relevant Suppliers with reasonable skill and care. We have no liability to you for the actual provision of the Travel Arrangement, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the relevant Suppliers with reasonable care and skill, we will have no liability to you for anything that happens on the Travel Arrangement or any acts or omissions of the Suppliers or others. We also have no liability in the following situations:

- i. where the Travel Arrangement cannot be provided as booked due to Unavoidable and Extraordinary circumstances;
- ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- iii. where you incur any loss or damage that relates to any business activity.
- iv. where any loss or damage relates to any Travel Arrangement, activities or services which do not form part of our contract with you.

29 Financial Protection

29.1 We are an Accredited Body Member of Hays Travel Limited, ATOL 10531. This means that Hays Travel allow us to trade under their ATOL in accordance with the terms of Accredited Body membership. We sell travel services on behalf of Hays Travel and benefit from Hays Travel's membership of ABTA with membership numbers Y6833/Y6834/P8731.

29.2 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).

29.3 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.

29.4 For any single element Travel Arrangements booked other than flights under this section, these will be financially protected by way of a bond held by ABTA. For further information please visit www.abta.com.

SECTION D – APPLICABLE TO ALL AGENCY BOOKINGS

This section only applies where you have booked Travel Arrangement(s) with a third-party Supplier acting as Principal and where we are acting as Agent. These terms and conditions are standalone, and Sections A, B and C do NOT apply to these bookings. Your contract will be with the Principal Supplier and their booking conditions will also apply.

1 Contract

1.1 If you purchase accommodation only or any other single element Travel Arrangement at the time of booking, your contract for your confirmed accommodation may be with the accommodation provider(s) and/or the Travel Arrangement Principal Supplier and no-one else. In such circumstances, we act solely as agent for that Principal Supplier. The Principal Supplier's terms and conditions will apply to your contract.

1.2 When making your booking we will arrange for you to enter into a contract with the Principal Supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your Confirmation Invoice(s). As agent we accept no responsibility for the acts or omissions of the Principal Suppliers or for Travel Arrangements or services provided by them. The Principal Supplier's terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. In the event of any conflict between these Booking Conditions and the Principal Supplier's separate booking terms and conditions, these Booking Conditions will prevail.

1.3 All Travel Arrangements which we provide or which are sold through us are not an offer by us to sell any Travel Arrangements, but an invitation to you to make an offer to the Principal Suppliers of the arrangements. We are free to accept that offer on behalf of those Principal Suppliers or to reject it.

2 Confirmation of Booking

2.1 We will advise you of the Principal Supplier's details prior to your booking.

2.2 When a booking is made all details will be read back to you. Once you have confirmed these details, we will proceed to confirm the booking with the Principal Supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Principal Suppliers of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. 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. Our privacy policy is available at - <https://www.ocean-florida.co.uk/privacy-policy/>.

3 Booking

3.1 The lead name is responsible for ensuring the accuracy of the personal details and any other information supplied to us in respect of yourself and all other members of your booking party and for passing any information regarding the booking or any changes made in relation to the booking to all members of the booking party including, but not limited to, information on schedule changes or copies of booking confirmations.

3.2 It is important to check the details on the Confirmation Invoice to ensure that all elements of your booking are exactly as requested. Please check that all names, dates and timings are correct on receipt of all documents. Please ensure that the names given are the same as in the relevant passport.

3.3 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 Principal Suppliers of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. 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. 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 Principal Suppliers, whether in the EEA or not, we will be unable to provide your booking. Please check the Principal Supplier's privacy policy. In the event of any discrepancy in the details contained on any confirmation documentation please contact us immediately at operations@ocean-holidays.co.uk so that we can liaise with the Principal Supplier as it may not be possible to make changes at a later date and/or you may have to pay amendment or cancellation fees, together with our administration fee of £50 per person.

4 Price

4.1 You will be advised of the Principal Supplier's current price before your booking is confirmed.

4.2 All prices include any applicable VAT.

4.3 We will do our best to ensure that all the information and prices that we advise you of or publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. We are reliant upon the prices and information that the Principal Supplier provides us with. You must check the current price and all other details relating to the Travel Arrangement that you wish to book before your booking is placed.

4.4 Resort fees including, tourist tax, car parking and refundable deposits are now commonly charged by hotels/resorts, which can only be paid locally and not at the point of booking. We will do our best to inform you of such fees but accept no responsibility for the payment of 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. Note resort fees are subject to change.

4.5 Refundable deposits are now common charged by hotels following your arrival in resort. The amount of the deposit varies depending on the hotel's policy and the length of stay. Refundable deposits are typically refunded within 14 days of your departure. In most cases the original debit will disappear from account. If you are unclear as to whether a deposit will be payable please ask your agent and we will do our best to advise you.

4.6 Car hire charges – If your travel arrangements include car hire you will have all the necessarily insurances to get your car on the road, however it may be the case that the local car hire agent will try to sell additional extras above the service booked by Ocean Holidays. Ocean Holidays will not be liable for any additional charges agreed with the local car hire agent.

4.7 Pre-booking seats – it is now common for airlines to charge passengers to pre-book their seats, seating is subject to availability. Flight seat booking rules vary by airline and departure date, your confirmation email, sent to you at the time of booking contains full details as they apply to your particular booking and airline.

5 Payment

5.1 The lead name, acts on behalf of all other persons on the booking and is responsible to us for all payments in respect of the booking.

5.2 When you make your booking, depending on the Principal Supplier, a deposit will be payable, the amount of the deposit will be dependent on the Travel Arrangement that you are booking. You will be advised of the deposit requirements during the booking process and if a deposit is to be taken, when the final balance is due as this will vary between Principal Suppliers. In the case of some Principal Suppliers and Travel Arrangements the full balance will become due immediately. You will also be advised of this during the booking process.

5.3 The balance of the Package or Travel Arrangement price must be paid at least 16 weeks prior to your departure date, however, in certain circumstances you may be asked to pay your balance earlier due to our commitment to our suppliers.

5.4 If the deposit and/or balance is not paid in time, we reserve the right to cancel your booking and charge any administration and cancellation charges in accordance with clause 7.

5.5 On some occasions we may need to take the full payment for the flights due to a special fare, 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.

5.6 To make payment online, please visit Manage My Booking on our website at <https://www.ocean-florida.co.uk/managemybooking/> and select Pay Balance. Alternatively, you can call us on 0203 814 2198 and select Option 1.

5.7 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 but not resort fees as per clause 4.4. Dates, itineraries and prices are indicative only. Prices are valid for travel for the date ranges shown.

5.8 Any refund due will be paid to the lead passenger, unless a request is made to Ocean Holidays with evidence provided that the lead passenger is not due the refund in full due to payment being made by another member of the party.

6 Special Requests/Medical Issues

6.1 If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant Principal Supplier but we cannot guarantee that any requests will be met.

6.2 The fact that a special request has been noted on any documentation or that it has been passed on to the Principal Supplier is not confirmation that the request will be met.

6.3 If you or any member of your party has any medical issues or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to obtain advice from the Principal Supplier as to the suitability of your chosen Travel Arrangements. The Principal Supplier may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen Travel Arrangement.

6.4 Acting reasonably, if the Principal Supplier is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Principal Supplier's behalf. If you did not give us full details at the time of booking, we will inform the Principal Supplier once we are aware but if they are unable to accommodate the needs of the person(s) concerned they may cancel and impose cancellation charges.

7 If you Change or Cancel your Booking

7.1 Any cancellation or amendment request must be made to us by telephone to our Operations Department on 0203 814 2198 by the lead name on the booking. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, most cancellations or amendments are outside of our control. We cannot guarantee that the Principal Supplier will meet such requests. The Principal Supplier will charge the cancellation or amendment charges shown in their terms and conditions (which may be as much as 100% of the cost of the Travel Arrangement and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £50.00 per person or alteration as applicable. We will notify you of the exact charges at the time of amendment or cancellation.

Please note:

- Some Travel Arrangements may not be changeable after a booking has been made, for example, where discounted non-refundable accommodation or flights have been booked. You will be advised of any non-refundable charges prior to confirming your booking.
- Administration fees are non-refundable in the event you cancel your booking

7.2 Flights are always non-refundable once tickets have been issued.

7.3 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.

Cancelling – Foreign, Commonwealth & Development ('FCDO') Advice and Pandemics

7.4 Where you are choosing to travel to a destination subject to the FCDO advisory against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advisory, you will have to pay the Principal Supplier's standard cancellation charges together with our administration fee of £50.00 per person, you are not entitled to cancel and receive a full refund in these circumstances, as it is assumed and you confirm that you have made your booking with full knowledge of the FCDO advisory against non-essential travel.

7.5 Where your chosen destination is exempt from the FCDO advisory against non-essential travel at the time of booking but is subsequently removed from the FCDO exemption list and at that point becomes subject to the FCDO advisory against non-essential travel, you accept that you will not have the right to cancel your booking and receive a full refund. If you choose to no longer travel in these circumstances, you will have to pay the Principal Supplier's standard cancellation charges together with our administration fee of £50.00 per person.

8 Changes and Cancellations by the Principal Supplier

8.1 We will inform you as soon as reasonably possible if the Principal Supplier needs to make a significant change to your confirmed Travel Arrangement or to cancel it. We will also liaise between you and the Principal Supplier in relation to any alternative travel arrangements offered by the Principal Supplier but we will have no further liability to you.

9 Unavoidable and Extraordinary Circumstances

9.1 In these Booking Conditions, Unavoidable and Extraordinary Circumstances (also known as Force Majeure) means a situation which is beyond our or the Principal Supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include but are not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except where otherwise stated in these Booking Conditions, neither we nor the Principal Supplier have liability including for compensation, costs and expenses in such situations.

9.2 Brexit Implications: please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. This is something you should monitor. This is something which is completely unprecedented and outside our or the

Principal Supplier's control, we would treat any such changes as Unavoidable and Extraordinary Circumstances and have no liability to you.

9.3 We shall have no liability to you for any failure to perform, or delay in performance of, any of our obligations that is caused by Unavoidable and Extraordinary circumstances.

10 Travel Requirements

10.1 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. Once completed and approved the ESTA application is valid for 2 years and allows multiple visits without the need to reapply. 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. If you are travelling to the United States and you have travelled to Cuba since 12th January 2021, you will not be able to travel on the ESTA Visa Waiver Programme, you will need to obtain a visa to travel to the United States. For more information visit <https://travel.state.gov/content/travel.html>.
- c) 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.
- d) You must be responsible for the behaviour of yourself and your party. (Please refer to clause 17).
- e) For all guests residing in a villa/condo or town homes you will be required to pay a compulsory guest registration fee. If this is not paid before your arrival in resort you will be asked to pay the fee locally. The fee will cover you for any accidental damages up to the value of \$1000. The fee cannot be paid at the point of booking.
- f) When checking into a villa the lead guest must be at least 25 years old.

11 Foreign, Commonwealth & Development Office ('FCDO') Advice

11.1 Please note that the FCDO currently advises against all but essential travel to a number of overseas destinations, including popular holiday destinations. Many of these destinations remain open and welcoming to UK tourists and flights to and from these destinations continue to operate. Whilst holiday destinations remain open to UK tourists, flights continue to operate and holiday services can be performed, we and the Principal Suppliers will continue to offer for sale Travel Arrangements to customers who wish to travel.

12 Travel advice

12.1 For up-to-date travel advice from the UK government, visit www.gov.uk/foreigntravel-advice and <https://travelaware.campaign.gov.uk>. We recommend that you consult these websites before booking in order to make an informed decision about your chosen destination, and again before departure.

13 Our liability to you

13.1 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 Principal Supplier including but not limited to the Travel Arrangement itself, for any information concerning the Travel Arrangement which we pass on to you in good faith, for the performance of your contract by the Principal Supplier 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. The Principal Supplier will be set out in your confirmation documents, and where relevant, your ATOL Certificate.

14 Your Experience

14.1 You acknowledge that the suppliers providing your Travel Arrangement will need to comply with national and/or local guidance.

15 Assistance in Resort

15.1 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 Unavoidable and Extraordinary Circumstances and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

16 Complaints

16.1 In the unlikely event that you have any reason to complain or experience any problems, queries or concerns with any element of your Travel Arrangement whilst away, you must immediately inform the Principal Supplier whilst in resort. If you fail to follow this procedure there will be less opportunity for the Principal Supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

Important: claims/complaints about injuries or illness

16.2 In the unfortunate event that you suffer an injury or an illness while you are away, and you believe this is the fault of the Principal Supplier, it is very important that you notify the Principal Supplier whilst you are on holiday. Accommodation providers will often not accept claims for illness or injury unless the issue is reported to them at the time.

16.3 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 Customer Service Department Ocean Holidays Ltd, 9th Floor, North House, St Edwards Way, Romford, Essex, RM1 3AE. We will then endeavour to assist in our capacity as agent by liaising with the Principal Supplier on your behalf.

16.4 The Principal Supplier will require any documentation to support your complaint in order for them to investigate any problems you may have incurred.

16.5 If you fail to follow these procedures the Principal Supplier will argue that it has been deprived of the opportunity to investigate and rectify your complaint.

16.6 In the event that we are unable to resolve your complaint, ABTA can act as an independent intermediary via their ADR scheme. Arbitration can be used to settle alleged breaches of contract and/or negligence between consumers and ABTA Members. If your claim includes an element of minor illness or personal injury then this can also be considered by the arbitrator, but is limited to £1,500 per person.

More information on ABTA's assistance in resolving disputes can be found at www.abta.com

17 Behaviour

17.1 You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the Principal Supplier's opinion or in the opinion of 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 other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Principal Supplier reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Principal Supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

17.2 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

18 Flights

18.1 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.

18.2 For inbound flights, it may be necessary to reconfirm your flight with the airline or your Principal Supplier. Please check this in the correspondence received from the airline or the Principal Supplier including all the relevant 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.

18.3 Neither we nor the Principal Supplier can accept responsibility in the event that you miss your flight if you do not confirm your flight times as described above.

18.4 The latest flight timings will be shown on your tickets which are normally 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.

18.5 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. 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.

18.6 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.

18.7 Where you have booked a Travel Arrangement that does not include flights and you have booked flights separately in order to take part in a Package or Travel Arrangement we accept no responsibility for any flights, cancellations, amendments whatsoever.

19 Insurance

19.1 It is a condition of travel of our Principal Supplier's Travel Arrangements that all travellers 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.

20 Law and Jurisdiction

20.1 These Booking Terms and Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with exclusively by the Courts of England and Wales only (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable. Please note that this may be different in any of our Principal Supplier's terms and conditions and you should check their terms and conditions where you have any dispute against a Principal Supplier.