

# Booking terms and conditions

## Erna Low Consultants Ltd

The following Booking Conditions together with the General Information contained on our website form the basis of your relationship with Erna Low Consultants Limited (“we” and/or “us”) trading as Erna Low or Erna Low Travel, registered office - 9 Reece Mews, London SW7 3HE, Company Registration number – 2374247 and the owners of the properties or other services featured in this brochure/on our website. Please read them carefully as they set out each party’s respective rights and obligations. In these Booking Conditions references to “you” and “your” means all persons named person on the booking (including anyone who is added or substituted at a later date), or any of them as the context requires.

All references in these Booking Conditions to “holiday”, “accommodation”, “booking”, “contract”, or “arrangements” mean such holiday arrangements.

### 1. Your booking

We act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase (“arrangements”) or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements.

The terms and conditions of the supplier(s) of your confirmed arrangements will apply to your booking. These terms and conditions may limit and/or exclude the supplier’s liability to you. Copies of these conditions are available on request from us. Please also note that if you book a flight with us and on the same day, the day before or day after, you also book accommodation and/or car hire with us, a Flight-Plus will be created of which we will be the arranger. Your Flight-Plus includes, as applicable, the flight(s), accommodation, car hire and any other tourist services (providing they form a significant part of the arrangements) which are booked through us within this period of time. Your Flight-Plus will be protected by our ATOL (No. 4179) in accordance with the ATOL scheme described under clause 21 below. **Please note, a Flight-Plus is not a package and the Package Travel, Package Holidays and Package Tours Regulations 1992 do not apply. All arrangements which form part of a Flight-Plus are sold by us as agent for the relevant principal(s).** For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### 2. How to Book

Once you have chosen the arrangements you wish to book please contact us by phone or email. Our staff will be delighted to answer any questions you may have. We will then check the price and availability of those arrangements. For all bookings made within 10 weeks of the date your arrangements are due to commence a contract shall come into existence between you and the supplier of the services concerned once payment has been taken in respect of the arrangements.

For all bookings made more than 10 weeks before the date your arrangements are due to commence, a contract shall come into existence between you and the supplier of the services concerned once we have received your booking and all applicable payments and the confirmation invoice has been issued by or on behalf of the supplier of the arrangements concerned.

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

1. He/she has read these terms and conditions and understands that we act only as agent for the supplier of the arrangements;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she 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.
4. He/she has the authority of all party members (and by their parent or guardian for all party members who are under 18 when the booking is made) to make the booking on the basis of these and the supplier(s) of the arrangements booking conditions.

Your arrangements will be confirmed by the issuing of a confirmation invoice on behalf of the supplier(s) of your arrangements concerned. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within seven days of our sending it out or five days for tickets (or within 24 hours if your travel date is within 2 weeks).

If you have any additional requirements (such as ski passes, ski and boot hire etc.) please let us know at the time of booking. If you do not advise us at the time of booking, it may not be possible for these to be provided if you request these at a later stage.

Please note: We may, at our discretion verbally agree to hold a provisional reservation for you in respect of accommodation only - "an option". An option does not bring into existence a contract. It may not be possible to hold options for peak dates. Please call to inform us if you wish to cancel an option. In any event an option will automatically expire 2 days from the date it is held by us on behalf of the supplier concerned if we have not received written or verbal confirmation of your booking and the deposit from you. We will not hold options if the date your chosen arrangements are due to commence is within 10 weeks of you requesting the option.

### 3. Payment

**3.1** In order to confirm your chosen arrangements, a deposit of 25% of the total holiday cost of the arrangements per person (or full payment if booking within 10 weeks of the date your arrangements are due to commence) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 10 weeks prior to the date your arrangements are due to commence. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we and/or the relevant supplier reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 7 will be payable.

Payment of the deposit can be made by debit card, credit card or bank transfer. Payment of the balance should be paid by debit card or bank transfer only. If you wish to pay by bank card, please give your card number, expiry date, issue number and full name as it appears on the card and the card billing address. If you wish to pay by bank transfer please contact us for our account details and sort code.

**3.2** We act only as agent and we will have no responsibility for any errors in any documentation except where those errors were made by ourselves. Any acceptance of such responsibility will also be subject to the time limits set out in this clause for notifying us of any inaccuracy.

**3.3** The supplier of the services concerned has the right to increase the advertised prices of services in question at any time before a booking is confirmed. Fluctuation in exchange rates where we pay the principal in a different currency to that in which you make payment to us will affect the amount payable. We reserve the right to pass on to you in full, both before and after your booking has been confirmed, all additional costs and charges of whatever nature imposed by the supplier in accordance with its own terms and conditions.

### 4. Accuracy

**We endeavour to ensure that all the information and prices on our website 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 arrangements that you wish to book before your booking is confirmed.**

The photographs, plans and descriptions featured on our website and in our brochure may not always show the individual accommodation which we reserve for our clients - they are there to give a general impression. Apartment plans and descriptions are given as examples of what is available. They do not necessarily represent the type of accommodation which will be allocated to you on arrival as many apartments are individually built with slightly differing characteristics. The number of beds in each apartment will be correct, however room configuration and bed type might be subject to change, including mezzanine and duplex arrangements. Some apartments are built under the eaves and therefore may have low ceilings. There may be occasions, especially in low season, when facilities, may be withdrawn or reduced by the individual accommodation owners or resorts.

### 5. Pricing

Please note that our website will display 'to-from' prices, owing to frequent price fluctuations in travel arrangements of this nature. Subject to the correction of any errors, these prices are available when this brochure is published. **However, we reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed and to correct errors in the prices of confirmed holidays.** The current prices of the arrangements we advertise are shown on our website and are available by telephoning us on 020 7584 2841. Please ensure you have checked the price of any holiday you are interested in before making your booking.

The price of your confirmed arrangement is subject at all times to changes by the supplier in respect of in transport costs such as fuel, taxes or fees payable for services such as embarkation or disembarkation fees at ports and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements.

## 6. Booking alterations by you

Should you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will endeavour to assist, we cannot guarantee the supplier concerned will be able to meet any such requests. Where they can, an amendment fee of £25 per person/per booking will be payable to us together with any costs or charges incurred or imposed by the accommodation supplier and/or any other suppliers concerned. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking it will likely be treated as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details of which are available upon request.

If you should lose your tickets (and you have purchased these arrangements from us) we will contact the individual supplier and the relevant costs will be payable by you.

Please note that refunds are not usually due on any unused arrangements such as equipment hire, ski passes and ski school. Where we are able to offer a refund from the supplier of the arrangements in question we will pass it on to you at our discretion minus an amendment fee of £30 to cover our administration costs.

**Note: Certain arrangements may not be amended (e.g., trains, ferries, Eurotunnel, ski hire and ski passes etc. (non-exhaustive list)) after they have been confirmed and any change could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 7. Cancellation by you

Should you or any member of your party have to cancel their booking, or any part of their booking, the party leader should immediately inform us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it on behalf of the supplier concerned. As the supplier incurs costs in cancelling your arrangements, you will have to pay the applicable cancellation charges. Please ask for details of these at the time of booking. We will also be entitled to levy an administration charge in addition to these cancellation charges.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

## 8. Force majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if any obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside the supplier(s) concerned's control.

## 9. Special requests

Any special requests must be advised to us at the time of booking e.g. diet, room location etc. Although we will endeavour to pass any reasonable requests on to the relevant supplier or property owner concerned, we regret it cannot be guaranteed any request will be met. 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.

## 10. Medical Problems

If you or any member of your party has any medical problem or disability which may affect your arrangements or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition of the disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If the supplier of the service in question reasonably feels unable to properly accommodate the particular needs of the person concerned, they must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition/disability develops after booking, cancel when they become aware of these details.

## 11. Your liability to us

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid by you to the accommodation / other supplier concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

You undertake to behave with propriety and in such a manner as in no way to cause distress, damage, danger or injury to other clients, property, our employees and/or any third party. The contract of any client in breach of this clause may be terminated forthwith by the supplier concerned and the accommodation / other supplier concerned shall have no further contractual obligations to you. In this situation, the person(s) concerned will be required to leave the accommodation or other service. No refunds will be made and the accommodation / other supplier concerned will not pay any expenses or costs incurred as a result of the termination.

Most suppliers require you to pay a security deposit direct to the supplier on arrival at your accommodation. The security deposit will normally be used as payment towards the cost of any damage or loss caused by you or any member of your party. We cannot accept any responsibility nor can we play any role in resolving any dispute you may have with a supplier regarding the security deposit. In the event of any such dispute you must resolve this directly with the supplier concerned. You are strongly advised to check the accommodation on arrival for any damage/missing items and bring this to the supplier's attention straight away.

## 12. Your Contract with the Supplier(s)

You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, your personal property except where it results from our negligence or our employee's negligence (providing they were at the time acting in the course of their employment with us).

Your contract for the service(s) you have booked is with the supplier(s) of the service(s) concerned. We accept no liability in relation to the service(s) (for example accommodation) itself or for the acts or omissions of the supplier(s) concerned. The terms and conditions of the supplier(s) (if any) will apply to your contract (copy available on request).

However, in the event that we are found liable on any basis whatsoever our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the supplier concerned (as opposed to any service provided by the supplier for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

If an accommodation, transport, taxi transfer, ski school, ski pass or ski equipment supplier cancels your booking or makes a material change to it which is unacceptable to you at any time after confirmation, we will try to find suitable alternative arrangements to offer you. We are not however obliged to do so as we act only as agent (see above). If we are unable or unwilling to do so, or if you would prefer, you are entitled to receive a full refund of all monies you have paid (excluding amendment charges) from the supplier concerned.

## 13. Holiday feedback

We are always very interested in hearing your comments on your arrangements. Clients' complaints, which fortunately are very rare, will be forwarded to the individual accommodation/other supplier concerned and dealt with according to their instructions. In the event of a complaint concerning any aspect of your arrangements, you must immediately report it to the Erna Low representative in the resort (Les Arcs only) and/or the Erna Low London office as well as to the relevant accommodation/other supplier. Failure to take these steps will deprive us / the supplier the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights to compensation.

If the matter cannot be resolved on the spot and you wish to take it up on your return, we must be notified in writing within 28 days of the date your arrangements ended. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTA scheme of Arbitration, see clause 14 below.

**Please note:** Any assistance we provide is given in our capacity as agent and on a goodwill basis only.

## 14. Arbitration

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

## 15. Passports, visas and health requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

British citizens require a full ten-year British passport valid for at least six months after the end date of the arrangements. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before the date your arrangements are due to commence. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 you will have to attend an interview in order to do this. For further information contact the Passport Office on 0870 5210410 or visit [www.gov.uk/passports](http://www.gov.uk/passports)

**Please note that special conditions apply for travel to the USA, and all passengers must have individual machine readable passports.** If you are unsure whether your passport is machine readable, please ask at the time of booking. Recent changes to the visa waiver programme also now require travellers to obtain authorisation (known as ESTA) before departing the UK. You can apply online at <https://esta.cbp.dhs.gov> and the application process takes approximately 15-20 minutes. Authorisation is normally granted immediately but may take up to 72 hours. We recommend that you apply for authorisation at the time of booking or at least 72 hours before your flight to ensure that you are able to travel. Those making late bookings can still apply, but there is risk that they may not receive immediate confirmation. Once granted, authorisation is valid for two years. You do not need to have firm plans to travel to apply for authorisation. Until further notice, you will still need to complete the green I-94W non-immigrant visa waiver form on-board your flight. Please note – in certain limited situations you may require a Visa to travel to the US even though you have a machine readable passport. Please contact the US Embassy at <https://uk.usembassy.gov/>.

Starting March 15, 2016, visa-exempt foreign nationals who fly to or transit through Canada will need an Electronic Travel Authorization (eTA). Exceptions include U.S. citizens and travellers with a valid visa. Please see <http://www.cic.gc.ca/english/visit/eta.asp> for further information.

British citizens do not require a visa for France, Switzerland, Austria, Italy, Bulgaria, Slovenia, USA or Canada at the time of going to press (except as set out above). This information is particularly subject to change at short notice and you must check the actual requirements for the places you are visiting in good time before departure. Please note: Arriving passengers in the USA may have a digital photograph and have inkless digital scans taken of their index fingers.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health abroad is also available on [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth). At the time of publication of this brochure, we are not aware of any compulsory health requirements applicable to British citizens taking any of the holidays featured on our website. For holidays in the EU/EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from [www.ehic.org.uk](http://www.ehic.org.uk). An EHIC is not a substitute for travel insurance. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

For all travellers abroad there is a risk of stomach upset due to a change in climate and eating habits. Illness can and does occur in ski resorts and we suggest that you contact the resort's doctor if you suffer any worrying illness during your stay. If you have any concerns before your holiday please consult your GP.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret that we, nor the supplier concerned cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed, you are solely responsible for them.

Current travel advice can be obtained from the Consular Department of the Foreign and Commonwealth Office. For up to date travel information please look at <http://www.fco.gov.uk>

## 16. Swimming pools

The 'Direction departementale action sanitaire et sociale' in France states that no swimming pool should be heated over 27 degrees as a health and safety measure. This may mean that indoor swimming pools in France will be slightly colder than in Britain. Please note, some of the swimming pools at the properties do not have depth markings and there will be no life guards on duty. Please also be advised that some French swimming pools require swimmers to wear swimming trunks and not shorts.

## 17. Travel insurance

You and your party must obtain suitable winter sports Insurance, from a reputable provider at the time of booking, which should include at least the following:

- Emergency medical expenses including, amongst other costs mountain rescue, ambulance charges and repatriation.
- Cancellation of your trip or curtailment (cutting short your trip).
- Personal liability to include, amongst other liabilities;
  1. Damage caused by your negligence to the property in which you are staying.
  2. May not exclude claims made by travelling companion (other than family).
- Travel and transfer delays and missed departure which must include amongst other costs additional costs incurred in the event of a delay beyond your or our control.
- Activities in which you are likely to participate and in particular off-piste skiing with or without a guide (it is possible to ski off-piste inadvertently).

**Note:** There are of course other sections to a winter sports Insurance policy such as baggage, legal expenses, ski equipment, personal accident and so on.

You will be required to provide us, upon request, with the name of your insurer, together with their 24-hour emergency number. However, please note that we do not check policies for suitability.

## 18. Conditions of Suppliers

All of the services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (Copies of these terms and conditions are available on request from ourselves or the supplier concerned).

## 19. Services in resort

Local services such as resort shuttle buses are run by local companies which are unconnected with us or the accommodation/other suppliers we feature and as such we have no control over them.

## 20. Excursions and local activities

The information contained in our brochure and on our website is correct to the best of our knowledge at the time of being placed on our website. We may provide you with information (on our website and/or when you are on holiday) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. Where we make or take any booking for or from you in resort in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Erna Low has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent) that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

## 21. Financial Security

Book with Confidence. We are a Member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct.

All the Flight-Plus holidays we sell are covered by the ATOL scheme protecting your money if the supplier fails.

Other services such as accommodation or transport on their own may not be protected and you should ask us what protection is available.

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, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with 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). If we, or the suppliers identified on your ATOL certificate, 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.

## 22. ABTA Membership

Erna Low Consultants Ltd is a Member of ABTA with membership number P6929. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA at 30 Park Street, London, SE1 9EQ or see [www.abta.com](http://www.abta.com)

## 23. Tickets

All tickets will usually be sent by email approximately 2 weeks prior to your departure providing full payment has been received. In the event of a last minute booking, you may either collect the tickets from our office or we will send the details to you by email where possible, or send the vouchers to the receiving supplier of the service awaiting your arrival (e.g. accommodation voucher to the residence reception).

## 24. Safety standards

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

## 25. Data Protection

We will deal with all personal data you provide us in accordance with our privacy policy, a copy of which can be found at: [www.ernalow.co.uk/privacy-policy](http://www.ernalow.co.uk/privacy-policy).

## 26. Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. 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. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by the airline concerned and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched.

## 27. Delay

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure.

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not entitle you to cancel any other

arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding. The full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – Referring Your Complaint to the CAA.