Booking Terms and Conditions (Revised May 2023)

Below you will find our Booking Terms and Conditions which relate to all travel booked and paid for through The Big Surprise Ltd and our subsidiaries.

Table of Contents

Bookir	ng Conditions	2
1.	Our Details	2
2.	Application of These Booking Conditions	2
3.	Law and Jurisdiction	3
4.	Financial Protection	3
5.	Travel by Inspire	4
6.	Data Protection	4
7.	The Price of Your Holiday and Payment	5
8.	Changes or Cancellation by You	5
9.	If We Have to Change or Cancel Your Holiday	7
10.	Force Majeure	8
11.	Our Liability to You	9
12.	Your Responsibility	10
13.	Complaints	10
14.	Additional assistance	11
15.	Insurance	11
16.	Excursions	11
17.	Concierge Service	11
18.	Airlines outside the European Union	11
Impor	tant Information	12
2.	ATOL Protection	12
3.	Updates	12
4.	Copies	13
5	Brochure and Website Content	13

Booking Conditions

1. Our Details

We are the The Big Surprise Ltd, a limited company incorporated in England trading as The Big Surprise, The Big Surprise by Inspire, TBS Travel by Inspire, Book it For Me, Book it For Me by Inspire, Secret Destination and Travel Roulette (company number **14584071**) whose registered address is at 12 Stump Cross Lane, Swineshead, Boston, PE20 3JJ, Lincolnshire, United Kingdom ('we', 'us', 'our'). We are travel organisers and our business operates out of the United Kingdom (UK). Our services are as advertised.

In relation to travel bookings through us, we may act as either the Supplier/Principal/Tour Operator or as the Agent.

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

The terms laid out here within relate predominantly to where we are the Supplier/Principal/Tour Operator.

2. Application of These Booking Conditions

Your contract with us is subject to these booking conditions. A contract will exist between us once you have paid your deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking. If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation, or any other document are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

In the case of secret and mystery destination holidays, care will be taken from our side to confirm all details with you without revealing your destination or location.

If any part of our contract with you is found to be invalid or unenforceable, then the remainder of it will not be affected and will remain valid and enforceable.

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and agree on behalf of everyone travelling in your party to be bound by them. All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead passenger' for your booking. The lead passenger will be responsible for making all payments due to us in accordance with our contract. Completion and submission by you of any booking on our website/s, or any money paid by you towards a booking through us will be treated by us as confirmation that you have read, understood and accepted these booking conditions.

3. Law and Jurisdiction

This contract is governed by English Law and the exclusive jurisdiction of the English courts.

4. Financial Protection

We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 11183 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 OYR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. Or in the case where you may have opted for the destination to remain withheld until time of travel for purposes of a surprise or mystery destination holiday, you will then receive the ATOL Certificate at the appropriate time agreed between us, or at any other such time as you request the 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.

For further information, visit the ATOL website at https://www.caa.co.uk/home/. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

In cases where we act as the Agent and use a third party supplier/principal to provide your flight inclusive arrangements, you will be protected under their own ATOL licence.

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 the services you have bought (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.

We are an IATA accredited agent (No. 91-2 8555 2). For all flights sold under our IATA licence, the flight is sold by us as agent of the airline named on the ticket and is not protected under the ATOL Scheme. We will issue you with a ticket immediately upon receipt of payment.

In the event of you or your party missing a flight/ferry/cruise whereupon you then miss the next connection you MUST contact us (or Travel by Inspire) before re booking alternative travel

arrangements. Failure to do this will void the terms of your ATOL protection and may incur further costs.

We provide full financial protection for our package holidays which don't include flights, by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ https://www.abta.com/

If you book arrangements other than a package holiday from us, your monies will not be financially protected. Please ask us for further details.

We are a Member of ABTA, membership number L4341. When you buy a package holiday that does not include a flight, protection is provided under our ABTA membership.

We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

5. Travel by Inspire

We are a trained associate and independent homeworker of Inspire Europe Ltd. A company registered in England with company number 5609301 and registered office address of Victoria House, 19 21 Ack Lane East, Bramhall, Cheshire SK7 2BE trading as "Travel by Inspire". We are obliged to maintain a high standard of service to you according to Inspire's Code of Conduct. Our ABTA, ATOL and IATA licencing are provided by them and shared across their network.

6. Data Protection

The protection of your personal information or data is extremely important to us. In order to respond to an enquiry, process and fulfil your booking or send you a brochure or other promotional material, we need to collect personal data from you. We will only process your personal data in accordance with our Privacy Policy for or in connection with the purpose for which you have provided it (for example, arranging your holiday) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Our Privacy Policy can be found here. Please read our Privacy Policy for full details. You and your personal data will be protected by the UK's General Data Protection Regulation (which is otherwise known as UK GDPR) and the Data Protection Act 2018. We refer to this legislation as data protection laws. The Big Surprise Ltd is a data controller of your personal data. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Your personal data will be retained by us for the period referred to in our Privacy Policy. You may ask us what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us. Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. You may contact us by e- mail connect@thebigsurprise.co.uk, telephone +44 7935 993 639 or post to 12 Stump Cross Lane, Swineshead, Boston, PE20 3JJ. If you have any complaint about the way in which your personal data has been dealt with, please let us know by email to connect@thebigsurprise.co.uk. We will investigate and respond to you as soon as we

reasonably can. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see www.ico.org.uk.

7. The Price of Your Holiday and Payment

We endeavour to ensure that all the information and prices both on our website and in our written or verbal communications 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 you make your booking.

You will be notified at the time of booking of the price of your holiday. What this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation. You will be required at the time of booking to pay us a non-refundable deposit, typically between 10 and 20% of the quoted holiday price, and the full holiday price of a booking should be paid at least 80 days prior to departure (115 days for cruises). In certain circumstances (depending on the nature of the booking) we will require a non-refundable deposit in excess of the usual 10 to 20%. On occasions, our suppliers require additional amounts up to full payment in advance (for example for Christmas bookings). On these occasions we will require additional payment in advance. Unless you are making a late booking, the balance owing must be paid to us no later than 80 days before your date of departure. If we do not receive the balance by this time, then we will treat the booking as cancelled by you and you will be liable to pay our cancellation charges (see section 8.3). We may offer different balance due dates and deposits required dependent on the suppliers booked, you will be informed of this at time of booking.

We accept bank transfers, and credit or debit card payments over secure phone calls or online gateways. There are no fees for any payment method. If your booking is made so close to the departure date that it is necessary to issue your documents on departure or send them to you by special delivery, there will be an administration charge payable by you of £25 per booking. Whilst you are on holiday or before you depart you may, for example through our concierge service, book other holiday arrangements that do not form part of your holiday contract with us and which are not included in the price of your holiday, even though we may assist with arranging them. We reserve the right to pass on any charges levied on us from time to time by our suppliers in respect of any other holiday arrangements made by us or a concierge on your behalf. Your holiday price does not normally include:

- Visa fees, overseas airport departure charges payable locally, porterage, personal expenditure, hotel extras, fuel and extras for car hire.
- Taxes or compulsory charges introduced by governments, regulatory bodies or airlines after you have booked.
- Security charges introduced or increased after you have booked relating to transportation costs.
- Holiday insurance

8. Changes or Cancellation by You

8.1. Changes by You

(a) Transfers

You may transfer your booking to any other person satisfying all the requirements relating to your holiday notified to us by you in writing at least seven days prior to your due date of departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. We will charge an administration fee as set out in (c) below for arranging

the transfer and other costs or additional fees may also arise, which you will have to agree to pay before the transfer can be made. For example, many of our suppliers, particularly airlines, cruise companies and safari operators, do not permit us to change names or travel dates and impose full cancellation charges of up to 100%.

(b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. We require your authority in writing before we can make any change. If a change is requested in relation to a group booking we require the authority in writing of the lead name before we can make the change.

(c) Administration fee

In each of the above circumstances, an administration charge will be payable of £30 per person where your request is received by us 60 days or more prior to your date of departure and £50 per person where the request is received less than 60 days prior to your date of departure. This charge is non-refundable.

8.2. Cancellations

If you wish, following the issue to you by us of our booking confirmation, to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing, or in the case of a group booking, the authority in writing of the lead name to do so.

Our cancellation charges will apply (see the table 'cancellation charges' in <u>section 8.3</u> below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, administration charges, insurance premiums or any other fees or charges made by us and paid by you relating to your holiday in the event of cancellation by you.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure date as we may not be able to resell your holiday without making significant price reductions, or at all.

We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your holiday. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

8.3. Cancellation charges

Number of days left before your due date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total holiday price):

o 81 days or more Deposit only

80 - 60 days: 40%
59 - 30 days: 60%
29 - 7 days: 90%
6 days or less: 100%

9. If We Have to Change or Cancel Your Holiday

9.1 Cancellation by Us

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (Force Majeure – see section 10 below). The minimum number required will be provided to you with the holiday description, along with the time limit for us to tell you if the package has to be cancelled.

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

Provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Pay additional compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see <u>section 10</u> below).

Period before departure in which we notify you - amount you will receive from us:

80 - 60 days: £10
59 - 30 days: £25
29 - 7 days: £45
6 - 0 days: £60

This does not exclude you from claiming more if you are entitled to do so.

9.2 Changes to the Price

We can change your holiday price after you've booked but only in certain circumstances: Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

9.3 Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund:

We will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

We will pay additional compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you - amount you will receive from us:

80 - 60 days: £10
 59 - 30 days: £25
 29 - 7 days: £45
 6 - 0 days: £60

10. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our, or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

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. Please rest assured that this is something we will continue to monitor and will advise our customers 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 Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this 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, compensation, or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: (i) you or another member of your party; or (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b) 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 and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

In some circumstances you have rights to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Details of the scenarios this might be relevant are available on the UK's Citizen's Advice website. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted. 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.

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

NB this entire clause 11 does not apply to any separate contracts that you may enter into for excursions or activities while on holiday.

12. Your Responsibility

- (a) It is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations. We will inform you of any specific requirements for your destination in the event you have opted for the destination to remain a surprise. 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. Some countries (particularly in Southern Africa) require your passport to have two blank pages for a visa stamp. As a result, if you are travelling in more than one country that requires this you will need to have more blank pages for example, if you visit South Africa and Namibia, both of which require two free pages, and re-enter South Africa to fly home, you would need six blank pages. If you have any doubts about the number of pages required, we advise erring on the side of caution, even if this means applying for a new passport.
- (b) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability. Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet any requirements.
- (c) You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of your holiday if you or any member of your party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to you or others or is causing a nuisance or annoyance to others. No refund will be given, or compensation paid, and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity. You must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do while on holiday. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.

13. Complaints

If you have a problem during your holiday, you must inform the relevant supplier whose service is involved (e.g. your hotelier) and our local representative (or if they cannot be reached, please contact us on our 24-hour emergency number (+44 793 599 3639), without undue delay, who will endeavour to put things right. If the problem cannot be resolved locally and you wish to complain, full details must be sent to us in writing to arrive within 28 days of your return giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst on holiday, we will have been deprived

of the opportunity to investigate and rectify it whilst you were on holiday and this may affect your rights under this booking.

Many of our trips take place in destinations where local conditions vary enormously, and the people we deal with on the ground may be less time-conscious or meticulous in planning than ourselves, and while we will do our best to ensure that the holiday goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

14. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is as a result of your own circumstances.

15. Insurance

You must be fully insured for your holiday and must make sure that all of the activities which you will be carrying out are covered by such insurance. We will assist with this in the event that you opt for your destination to be a complete or part surprise. This insurance must include adequate cancellation insurance to the value of your holiday, emergency evacuation and repatriation costs in respect of all of your activities. Please note that the travel insurance provided by some credit card providers often only offers the minimum coverage and, whoever your insurer, you should always check for any exclusion of activities that you might be undertaking. In response to public concern, some insurers now offer specific insurance against cancellation, delay and abandonment due to volcanic ash disruption. This can be taken out as an add-on to some travel insurance policies or as stand-alone cover.

16. Excursions

Excursions or other tours that you may choose to book yourself or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book though us, 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.

17. Concierge Service

Your booking may include a concierge service. Please note that any arrangements made by or booked through the concierge service do not form part of your holiday contract with us. Our liability for the concierge is limited in accordance with <u>clause 11</u> above and the concierge's obligations under this contract will be limited to performing the concierge service with reasonable care and skill. Please note we accept no liability for any products, services or any other bookings made using the concierge service. We are not responsible for the provision of anything that the concierge arranges or for anything that happens during the course of such provision by the relevant provider.

18. Airlines outside the European Union

The EU maintains a list of airlines that are banned from operating in the EU due to safety concerns. It is available online at ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. The UK will continue to adhere to these EU recommendations for the foreseeable future.

These airlines don't fly within the EU, but they do fly outside it e.g. internal flights in Nepal. If we offer you a holiday that includes a flight provided by one of these airlines we will tell you in advance so that you can decide whether to proceed with your booking. If you decide to proceed with your booking in the knowledge that the airline is on the list, our usual cancellation charges will apply if you later change your mind about travelling with that airline.

Important Information

This important information should be read in conjunction with our Booking Conditions and provides useful and important information on booking a holiday with us and about the various offers and additional services we can provide. If you have any queries or questions about anything please call us on +44 333 032 3449.

1. Pre-booked Aircraft Seats

- We understand that for many clients airline seating is an important part of your holiday organisation, so we endeavour to book seats for your flights wherever possible. When we have booked your flights, we will also endeavour to pre-book your seats. Please note this service is only available if we book your flights
- Unfortunately, there isn't one hard and fast airline rule, so it is subject to availability once the seats open for selection. We will, of course, try to seat you and your travel companion(s) next to each other
- Please note, as we have to follow airline policies we may have to issue your flights early so may require an additional deposit from you to be able to choose your seats. Bulkhead and exit row seats may also incur additional costs, so if you have any specific seat preferences, please do let us know so we can look into this for you
- Some airlines don't allow for seat selection until nearer the time of travel, but please do still let your planning specialist know as soon as possible if you have seat preferences so they can try to reserve your seats as per your preference as soon as they become available. If you have any frequent flyer memberships, please do also highlight this to your specialist or service team member as some memberships can open the seat maps earlier. For smaller airlines, seat selection is only available at check-in

2. ATOL Protection

Some of the flights and flight-inclusive holidays through us are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services we offer. We will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk.

3. Updates

Our Booking Conditions are updated from time to time. The Booking Conditions which will apply to your holiday are those on our website at the time of booking. There may be additional terms & conditions which apply to our special offers, promotions and discounts from time to time. These will

be notified to you at the time of booking should you inform us that you would like to take advantage of them.

4. Copies

A copy of our latest Booking Conditions can be viewed on our website www.thebigsurprise.co.uk where you can print off a copy for your records. By proceeding with any booking, you confirm you have read and agreed to our Booking Conditions.

5. Brochure and Website Content

We take reasonable care to ensure the accuracy of the information contained in our brochures, other written communications and on our website. However, content is subject to change, often due to the actions of our suppliers (e.g. airlines, hotels, activity providers, car hire companies etc). We will endeavour to notify you of any change known to us and affecting your holiday prior to issuing you with our booking confirmation and after that, as soon as we are notified by our suppliers. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.