



## BOOKING CONDITIONS

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Wonky Sheep Limited (t/a as Wonky Sheep Travel, Wonky Sheep Sport, Wonky Sheep Business and Wonky Sheep Groups), at the registered address 25 St Anthony Road, Cardiff CF14 4DF, and company number 13950382 ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions 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.

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 Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data 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);
3. he/she is over 18 years of age, 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; and
4. he/she 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 Principal and Package Organiser in the sale of a 'Tailor-Made Package', Principal in Non- Package bookings, Principal in 'Single Element' bookings (i.e. an accommodation only booking) and as Agent in 'Ready-Made Package' bookings (i.e. packages sold on behalf of third party tour operators)

Our obligations to you may vary depending on what capacity we are acting in and whether or not what you have booked with us is a package ("Tailor-Made Package") as defined within the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs") where we are acting as the Package Organiser. Please see clause 20 for further details of where this will be the case.

We will indicate in your booking confirmation whether we are acting as a Principal in a Tailor-Made Package, Principal in a Non-Package booking, Principal in a Single Element booking or where we are acting as an Agent in a Ready-Made Package.

Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions that will apply when you make a Tailor-Made Package booking with us where we are Package Organiser, Non-Package bookings and Single Element bookings where we act as Principal;
- (C) Section C contains the conditions, which apply where we make bookings as Agent in Ready-Made Package bookings that we sell on behalf of a Supplier/Principal.

Unless these Booking Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Conditions that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in England and Wales. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

## **SECTION A: APPLICABLE TO ALL BOOKINGS**

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

### **1. Booking & Paying For Your Arrangements**

A booking is made with us when you pay us the applicable payments due at the time of booking and we issue you with a booking confirmation invoice either directly from ourselves or on behalf of the Supplier/Principal, where we are acting in an agency capacity (please see Section C for further details).

When you make your booking with us, you may be required to pay a deposit or make full payment for your booking at the time of booking. In some cases, quotations will be based on instant purchase, limited availability non-refundable airfares and full payment of the total holiday cost must be made at the time of booking. Full details will be advised at the time of booking. Where you only pay a deposit you must pay the full balance of the price of your booking at eight weeks before departure unless otherwise stated to you. If the deposit and/or balance are not paid in time, we reserve the right to treat your booking as cancelled by you, in which case, the cancellation charges set out in either Section B or Section C, as applicable, will become payable.

Please note that all bookings are subject to a £4 per person administration fee which is payable each time you make a payment to us.

A binding contract between you and the Supplier/Principal (where we are acting as an Agent) or between you and us comes into existence when we despatch the booking confirmation invoice to the first named person on the booking by email. If your confirmed arrangements also include a flight, we will also issue you with an ATOL Certificate.

All documents (e.g. invoices/tickets/insurance policies) will be sent to you by email. Final travel documents will normally be sent out after we have received cleared fund of your final balance due and usually no later than one week before departure.

Upon receipt, if you believe that any details on your 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.

### **2. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we 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 travel arrangements that you wish to book before you make your booking.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

### **3. Prices**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices.

Special note: changes and errors sometimes occur. You must check the price of your chosen travel arrangements at the time of booking.

Where the price of your booking depends on the number of people booked and people are added or removed to/from the booking, the price will be reworked on the basis of the new number of people going and we will send you a new confirmation letter. You will be required to pay any increase in the price.

Where you have booked a Tailor-Made Package, additional terms and conditions apply, please see clause 20 for further information.

### **4. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. You must ensure that the policy you purchase is suitable for your confirmed booking as some policies may not cover certain activities that will be part of your trip. Therefore, you must

check the small print before purchasing an insurance policy. If you choose to travel without adequate insurance cover, neither we nor the Supplier/Principal will be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

#### 5. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we (or the Supplier/Principal, where we are acting as an Agent) will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, this means any event beyond our, the Supplier/Principal or our/their 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 (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic 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 any 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 out of the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom having now left the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. 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 or the Supplier/Principal's control, any such changes would be treated as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we or the Supplier/Principal will not be liable to pay you any compensation.

#### 6. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us (or the Supplier/Principal, where we are acting as an Agent) to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. 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. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

#### 7. Insolvency Protection

We provide financial security for flight-inclusive bookings and ATOL protected flights by way of our Air Travel Organiser's Licence number 11388 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). 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 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.

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 provide full financial protection for our Tailor-Made Packages which don't include flights by way of a trust account, under the name Wonky Sheep, held with Protected Trust Services ("PTS"), Member number 5134. PTS details: Company number 06181223 and registered address of 307, 315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX, website: [www.protectedtrustservices.com](http://www.protectedtrustservices.com) and telephone: 020 7190 9988.

PTS protects consumer bookings by ensuring that all payments made by consumers for a booking with a PTS member, are placed into a trust account.

All consumers with a PTS protected booking will be provided with a link to the PTS system, showing all (i) deposits made into the trust account and (ii) withdrawals out of the trust account, for the purposes of the PTS protected booking. We suggest that you check all payments are visible on the PTS system to ensure full PTS protection.

For further information, or if you have any questions about the PTS system, please see PTS's customer protection page, available at [www.protectedtrustservices.com/services/consumer-protection/](http://www.protectedtrustservices.com/services/consumer-protection/) or contact us directly.

We do not provide financial protection for Non-Package bookings and Single Element bookings where we act as Principal.

For Ready-Made bookings made on your behalf where we act as Agent. Please see Section C.

#### 8. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK 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 publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We (where we are acting as the Principal for your booking) or the relevant Supplier/Principal (where we are acting as an Agent) cannot accept liability for any delay which is due to any of the reasons set out in clause 5 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in any printed material or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK.

Note that neither we (where we are acting as the Principal for your booking) nor the relevant Supplier/Principal (where we are acting as an Agent) have no liability whatsoever to you or any travellers for a failure to arrive and shall be under no obligation to make alternative arrangements, unless otherwise stated in these Booking Conditions.

Our website/any marketing material is our responsibility. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

Any refusal by an airline to carry a traveller shall be at the sole discretion of the airline.

#### 9. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are

advised to allow extra time to check in for your flight.

#### 10. Disabilities and Medical Problems

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. Some of the events or activities you may book require a good level of fitness, strength and endurance. It is your responsibility to ensure that you have the appropriate level. Many events are not recommended for those with any disability, illness or infirmity. If you or any member of your party has any medical problem or disability which may affect your travel arrangements, please provide us (or the Supplier/Principal where we are acting as Agent) with full details before your booking is confirmed so that we can try to advise you as to the suitability of your chosen travel arrangements. We or the Supplier/Principal may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen travel arrangement.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, or in our reasonable opinion, your chosen arrangements are not suitable for you taking into account your medical condition or disability or you are not being accompanied by someone who can provide all the assistance you may reasonably require where it is reasonable for us to require this, we will not confirm your booking. If you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### 11. Visa, Passport and Health Requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. 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 your arrangements. 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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov>. For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>.

Non-British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.

#### 12. Foreign, Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control (see clause 5).

#### 13. Your Responsibilities

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the

enjoyment of others. If in our opinion, the opinion of the Supplier/Principal (where we are acting as an Agent) or in the opinion of any airline staff, airport staff, property owner, or 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, we / the Supplier/Principal reserve the right to terminate your booking immediately.

In the event of such termination our liability (or the Supplier/Principal's where we act as Agent) to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation, unused airline tickets or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the flight provider or other 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 as a result of your actions together with all costs we incur in pursuing any claim against you. Neither we nor the Supplier/Principal can be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

You agree to ensure that all members of the party comply with all timetables of the events and transportation. Failure to keep to the timetables may result in either discontinuation of the event or cancellation of the said event, or departure without you. We will not be liable for any refund, compensation or any costs that may be incurred by you. You agree to ensure that all members of the party act at all times in a safe responsible manner and comply with all safety procedures, listen and be present at all safety and information briefings which are relevant to the arrangements booked, make supervisors or any persons in authority immediately aware of any equipment or site deficiencies or concerns, dress suitably for any event as advised by our suppliers and observe and obey all laws, requests, conditions of use and other requirements of any supplier, including accommodation and entertainment venues. Many events and activities require a high level of concentration and the use of alcohol or drugs or being under the influence of alcohol or drugs whilst participating in such events is strictly forbidden. If you or any member of your party have, in the reasonable opinion of our suppliers, been using drink or drugs or fail to act in a safe responsible manner, they reserve the right to cancel your participation forthwith. In this event we will not be liable to pay you any refund, compensation or any costs/expenses incurred by you.

#### 14. Conditions of Suppliers

Many of the services which make up your travel arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. 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 the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### 15. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on the travel arrangements are not part of your contracted arrangements with us. 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. Although we may recommend certain suppliers to you (e.g. ski hire, childcare), 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.

#### 16. Weather Conditions

Activities advertised on our website may be dependent upon specific weather conditions. Where conditions are not favourable, we will make every effort to adapt the activities and provide alternatives to fit the local conditions and we reserve the right to make such changes where we deem it necessary. Any such changes will be deemed minor in nature.

Where we are still able to offer the core programme, we will not class any other changes as significant. As such, no compensation will be payable and no refunds or changes will be offered. Any customers requesting to change or cancel may do so only in accordance with these Booking Conditions and subject to payment of the applicable cancellation or amendment charge

#### 17. Daytime Activities

Most daytime activities take place at outdoor activity centres, which by their nature are not usually located in city centres/urban areas. Breaks/events advertised and sold by us as taking place in or to any particular city/town may include activities in locations that we consider to be within a reasonable distance from your accommodation and/or that city/town. As a general guide we would consider a reasonable distance to be approximately 30 miles, although this may be more for some exclusive activities.

18. Taxes

We will collect all mandatory taxes from you. However, some countries may charge additional departure, hotel or other taxes in respect of your travel arrangements that must be paid locally. We advise you to retain sufficient local currency to meet these charges and we will advise you of any such charges at the time of booking.

19. Accommodation Rating & Standards

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

20. Delivery of documents

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.

21. Law and Jurisdiction

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (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:**

**APPLICABLE TO TAILOR-MADE PACKAGE BOOKINGS.**

**APPLICABLE TO NON-PACKAGE AND SINGLE ELEMENT BOOKINGS UNLESS OTHERWISE STATED.**

This section only applies to bookings where we act as Principal. This will include Tailor-Made Packages made with us, where we are acting as the Package Organiser (please see clause 22 for further details of when this will be the case), Non-Package bookings and Single Element bookings where we act as Principal. We have provided clarity where particular rights that are afforded to Tailor-Made Packages due to the PTRs, are not afforded to Non-Package and Single Element bookings.

22. Definition of a Package

Where your booking is for Package travel arrangements that we have organised, 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 this Section B of our Booking Conditions.

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

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

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 advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or similar term.

IMPORTANT NOTE: where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as Non-Package bookings and Single Element bookings and will not be afforded the benefit of the rights under the PTRs. We have provided clarity throughout this Section B as to which obligations do not apply to these Non-Package bookings and Single Element bookings.

Under the PTRs, minor transfers do not typically constitute transportation or a tourist service. Therefore, bookings

which include transfers when booked alongside another single element travel services (i.e. accommodation) will not create a package. For example, when your booking includes a transfer from the airport to accommodation, this will not create a package as defined above and therefore your booking is not afforded the enhanced rights provided by the PTRs.

Please note: We also sell Packages ('Ready-Made Packages') that are not organised by ourselves but by a third party Supplier/Principal, which we sell as an Agent on the Supplier/Principal's behalf. We will advise you where this is the case prior to you placing your booking. For such sales, this Section B will not apply, please refer to Section C instead.

### 23. Pricing of Tailor-Made Packages, Non-Package & Single Element Bookings

We reserve the right to amend the price of unsold trips at any time and correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trips solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes.
- (iii) the exchange rates relevant to the Package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your trip go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25 per person. However, 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.

There will be no change made to the price of your confirmed Package travel arrangements within 20 days of your departure nor will refunds be paid during this period.

### 24. Cutting Your Booking Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 25. If You Change Your Booking & Transfers of Bookings

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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 we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 26.

#### Transfer of Booking:

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

- a. that person is introduced by you and satisfies all the conditions applicable to the trip;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and



d. the transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 26 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 26. If You Cancel Your Booking Before Departure

a) If you or any other member of your party decides to cancel your confirmed booking, the lead booker must notify us immediately in writing, via email. Your notice of cancellation will only take effect when it is received in writing by us via email at: [info@wonkysheep.co.uk](mailto:info@wonkysheep.co.uk).

Should one or more member of a party cancel, it may increase the per person price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:  
Period before departure in which you notify us

61 days or more days = Deposit only  
Less than 60 days = 100 % total cost of trip

Please note that amendment charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above, including major events such as Euros or World Cup football/rugby tournaments, or Six Nations rugby, all bookings must be paid up front and are non-refundable and non-amendable unless otherwise stated or agreed in writing at the time of booking.

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

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

## b) Cancellation by You Due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed travel arrangements before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your trip destination or its immediate vicinity and significantly affecting the performance of the trip or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, 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.

This clause 26 outlines the rights you have if you wish to cancel your Tailor-Made Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Please note that this clause 26(b) does not apply to Non-Package bookings or Single Element bookings

## 27. If We Change or Cancel

As we plan your Package travel arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your Package travel arrangements, 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 minor changes include a change of airline, 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.

Occasionally we may have to make a significant change to your confirmed arrangements. 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 significant change to your itinerary, missing out one or more destination entirely.
- A change of UK departure airport except between:
  - a) The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - b) The South Coast airports: Southampton, Bournemouth and Exeter
  - c) The South Western airports: Cardiff, Birmingham and Bristol
  - d) The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
  - e) The Northern airports: Liverpool, Birmingham, Manchester and Leeds Bradford
  - f) The North Eastern airports: Newcastle and Teesside
  - g) The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
  - h) Belfast and Dublin

Cancellation: We will not cancel your Tailor-Made Packages, Non-Package and Single Element booking] less than 30 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your trip before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, 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 arrangements; or
- (ii) having a refund of all monies paid; or
- (iii) if available and where we offer one, accepting an offer of alternative Package travel arrangements (we will refund any price difference if the alternative is of a lower value).

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 booking arrangements.

Compensation:

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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 per person\*

15 days or more =        Nil  
Less than 14 days =     £10

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) where we make a minor change;
- b) where we make a significant change or cancel your arrangements more than 61 days before departure;
- c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 5).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 28. Complaints

For bookings where we act as Principal and/or Package Organiser, we make every effort to ensure that your Tai-

lor-Made Packages, Non-Package and Single Element bookings run smoothly. Therefore it is important to us that we are given the opportunity to resolve any issues that you may encounter during your trip, which means addressing any issues immediately and carefully so they do not affect the rest of your trip. If you do have a problem during your trip, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us at [info@wonkysheep.co.uk](mailto:info@wonkysheep.co.uk).

If the problem cannot be resolved and you wish to complain further, you must email a formal written notice of your complaint to us at [info@wonkysheep.co.uk](mailto:info@wonkysheep.co.uk) within 7 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## 29. Our Responsibilities:

### A. Tailor-Made Packages

1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in your confirmation document and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation document and the information we provided to you regarding the services prior to booking.

2. We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

3. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) the acts and/or omissions of the person affected; or
- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- c) Events Beyond Our Control (as defined in clause 5).

4. We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a) 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 required to have adequate insurance in place to cover any losses of this kind.
- b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i. Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Paris Convention (with respect to hotel arrangements). You can ask for a copy of this Convention from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii. Where applicable, in any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii. Where applicable, 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.

5. Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation document and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package travel arrangements you may be entitled to an appropriate price reduction or compensa-

tion or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this Package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

6. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

7. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.

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:
- c) indirect or consequential loss of any kind.

9. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any printed material we may produce. 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.

10. Where it is impossible for you to return to your departure point as per the agreed return date of your Package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your trip. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, 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 back to your departure point.

#### B. Non-Package Bookings and Single Element Bookings

1. Our basic obligation under this contract is to select suppliers with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused.

#### 30. Prompt Assistance for Tailor-Made Packages [& Non-Package Bookings/Single Element Bookings]

If, whilst you are on your Package travel arrangements, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

[Please note that clause 30 does not apply to Non-Package bookings or Single Element bookings.]

### **SECTION C: APPLICABLE TO AGENCY BOOKINGS**

This section applies to bookings we make for you when acting as Agent selling Ready-Made Package(s). Please read this section in conjunction with Section A of these Booking Conditions.

#### 31. Your Contract with the Supplier/Principal

Where we act as Agent, we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/airline /accommodation provider) of your chosen travel arrangements, as specified in your confirmation invoice.

As an Agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The Supplier/Principal'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.

### 32. Payment

If you have paid a deposit, you must pay full balance by the balance due date notified you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their terms and conditions.

Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for travel arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

### 33. Changes and Cancellations by You

Any cancellation or amendment request must be sent to us by email at [info@wonkysheep.co.uk](mailto:info@wonkysheep.co.uk) and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your arrangements.

The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £25 per person per booking for any amendments to bookings and an administration fee of £25 per person for cancellations. We will notify you of the exact charges at the time of amendment or cancellation.

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

### 34. Changes and Cancellations by the Supplier/Principal

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed travel arrangements or to cancel them. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

### 35. Our Responsibility for Your Booking

Your contract is with the Supplier/Principal and its booking conditions apply. As Agent, we accept no responsibility for the actual provision of the travel arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the travel arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

### 36. Complaints

For bookings where we act as Agent, because the contract for your travel arrangements is between you and the Supplier/Principal, any queries or concerns about your arrangements should be addressed to them. If you have a problem with your travel arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly at either email at [info@wonkysheep.co.uk](mailto:info@wonkysheep.co.uk).

### 37. Financial Protection for Agency Bookings

Where you make a booking through us as your booking Agent, your monies will not be financially protected by us. However the Supplier/Principal of your Ready-Made package may financially protect your booking. Please ask us for further details.

38. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question and are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any arrangements or any other services please contact us.