



## OUTGOING LIMITED BOOKING TERMS & CONDITIONS

These Booking Terms & Conditions, together with our [privacy policy](#) and where your holiday is booked via our website any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Outgoing Limited, a company registered in England & Wales, with company number: 04045495 and registered office address 3 The Stables, Wilmslow Road, Manchester, M20 5PG ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Terms & 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.

As the covid-19 pandemic is ongoing and evolving we have a specific Covid-19 Customer Policy in place.

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

- a. he/she has read these Booking Terms & Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she and all members of the party are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- e. He/she accepts the Covid-19 Risk Waiver - The covid-19 pandemic is ever changing and due to this the advice of authorities and governments is very fluid in the UK as well as the countries we sell holidays to. So with this in mind we require you to agree and accept our [Covid-19 Risk Waiver](#). The Covid-19 Risk Waiver is a term of your holiday contract and by booking with us you accept this for all named passengers on your booking.

### 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 60 days (or such other date as specified on your travel offer/quote/booking confirmation) of departure) and we issue you with a 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 and will be sent to you. Upon receipt, if you believe that any details on the 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.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 60 days (or such other date as specified on your travel offer/quote/booking confirmation) prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 9 below will become payable. If we allow you to continue with your booking, this will be subject to you paying a late payment fee of £25.

You can choose to pay your balance payment via our monthly payment plan subject to payment of an administration fee of £10. Where you have signed up to the monthly payment plan to pay off your balance payment, we will automatically deduct the agreed monthly instalment amount via standing order, from the bank





account nominated by you, for every month of the duration of the payment plan. Failure to make payment in accordance with the agreed payment plan or if you choose to cancel Your booking for any reason whatsoever, will result in your booking being cancelled and the cancellation charges stipulated at clause 9 below becoming payable.

**Important Note: The Travel Offer and or Quote referred to in these terms and conditions is provided by us to the Group Leader or Trip organiser prior to the trip going on sale.**

## 2. Damage Deposits

Some of our holidays require a damage deposit of usually £50 or less per customer to be paid at the time of booking. This damage deposit is separate to the deposit for your holiday. If a damage deposit is required, this will be explained to you before the time of booking and will also be noted on your travel offer/quote/booking confirmation. The damage deposits must be paid to us directly. The damage deposits are accepted in their entirety as a damage deposit for the entire group booking and will be a 'Global Damage Deposit'.

If any damage is caused in the resort, whether to any property owned by us or the relevant suppliers, during transit or during any other aspect of your holiday, we shall be entitled to deduct an appropriate sum from the damage deposit of each customer that we reasonably suspect of causing the damage. In instances where the damage deposits of customer(s) from your group are insufficient to pay the sums requested from them and those customer(s) are unable to meet any demand for additional amounts, the excess charge will be taken from your group's Global Damage Deposit.

Any sums levied in euros or other foreign currencies and not paid for directly in resort will be charged in accordance with this clause at the exchange rate at the time we take payment, as per our currency provider. Should the sums levied exceed your group's Global Damage Deposit, we reserve the right to claim for the unpaid balance from you.

The balance of the Damage Deposit, if any, will be returned to the account details provided at the time of booking within 31 working days after your date of return, unless the first named person has requested otherwise. Should you wish to make any change to the account details provided at the time of booking for the return of your damage deposit, you will be subject to a £5 administration fee. Any dispute about damage deposit sums should be dealt with in accordance with our complaints procedure.

In addition to the Damage Deposit payable to us, some hotels may also separately insist that one customer per apartment/accommodation type provides them with a credit card swipe or cash upon arrival.

## 3. Accuracy

We endeavour to ensure that all the information and prices both on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.





#### 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. Where you have booked a holiday which includes snow sports or other such activities, you must ensure your travel insurance covers you to participate in such activities. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

#### 5. Pricing

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays 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 holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- 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), cruise ship operators and any other transport providers.

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 and/or additional services or travel arrangements. You will be charged for the amount over and above that. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it 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 insurance premiums and 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 being notified by us of the price change. 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 holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. 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 holiday within 20 days of your departure nor will refunds be paid during this period.





## 6. Jurisdiction and Applicable Law

These Booking Terms & Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## 7. Cutting your holiday 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 holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday 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.

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

If you wish to change any part of your booking after our booking confirmation 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 £10 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 9.

### 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 holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 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 Terms & Conditions and all other terms of the contract between us.

Additional fees, charges and other costs arising from the transfer at (c) above include but are not limited to any fees, charges and costs payable to suppliers providing services as part of your holiday, which are payable by us to them in order for them to process your transfer.

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 9 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, including event tickets may not be amended or transferred (including name changes) after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 9. If You Cancel Your Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday 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	Cancellation Charge
More than 90 days	Deposit only
90 - 60 days	50 % of holiday cost
59 - 35 days	75 % of holiday cost
Less than 35 days	100 % of holiday cost

Please note that insurance premiums, booking fees and amendments 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.**

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.

### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday 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 and Commonwealth 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 9 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).





## 10. If We Change or Cancel

As we plan your holiday 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 holiday, we will make reasonable efforts to inform you or your travel agent 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 alteration of your outward/return flights or coach departure/arrival by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

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. A change of accommodation area for the whole or a significant part of your time away.
- b. A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c. A change of outward departure time or overall length of your arrangements by more than 12 hours.
- d. A significant change to your itinerary, missing out one or more destination entirely.

**Cancellation:** We will not cancel your travel arrangements in the case of trips lasting more than 6 days, not less than 20 days before your departure date; in the case of trips lasting between 2 and 6 days, not less than 7 days before your departure date and in the case of trips lasting less than 2 days, not less than 48 hours before your departure date, except for reasons of *force majeure*, failure by you to pay the final balance or because the minimum number required for the package to go ahead hasn't been reached. The minimum number required will be provided with the holiday description within the Travel Offer or Quote, along with the time limit for us to tell you if the package has to be cancelled. Occasionally we may, entirely at our discretion, decide to run a trip which hasn't reached the minimum number requirement subject to payment by you of a surcharge to cover the additional cost of running this trip.

**Important Note: The Travel Offer and or Quote referred to in these terms and conditions is provided by us to the Group Leader or Trip organiser prior to the trip going on sale.**

If we have to make a significant change or cancel, except for reasons of *force majeure*, failure by you to pay the final balance or because the minimum number required for the package to go ahead hasn't been reached 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. accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv. if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

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 within 7 days, we will assume that you have chosen to accept the change or alternative booking arrangements.

**Insurance** If we cancel or make a significant change and you 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.







## 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.

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*
More than 60 days	£0
60 - 35 days	£20 per person
34 - 15 days	£30 per person
Less than 15 days	£50 per person

\*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 60 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 Force Majeure (see clause 11).

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.

## **11. Force Majeure**

Except where otherwise expressly stated in these Booking Terms & 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 Terms & 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.

Please note that changes or cancellations to an event at the request of, for example, police or other local authorities, this will be considered a Force Majeure event and we will have no liability to you for compensation. This means that our total liability to you will be for a refund of the ticket price paid by you for the event only, and we will not be responsible for any compensation, or to refund any accommodation, travel or other costs incurred by you, except where these were also booked through us.

Please note that this particularly applies where Force Majeure leads to the cancellation or partial cancellation of the event, changing the dates of the event so it no longer coincides with the remainder of your arrangements, such as your transport or accommodation, or results in you missing some or all days of the event. Where this results in you missing all or part of the event, we would not be able to offer you tickets for alternative days at





the event unless you have booked these with us in advance, and in these cases, only a refund of the ticket amount would be provided to you.

Please note that where a Force Majeure event occurs and we have to cancel all or part of your arrangements, your remedy for such cancellation is limited to a complete refund of your total purchase price under this agreement less any monies outstanding to be paid to us at the date of termination. However any refund payable under this clause does not extend to costs incurred by you with regard to additional expenditure incurred in organising travel and any rights of passage to and from the event.

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.

## 12. 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 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.

## 13. 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. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or 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.

## 14. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, 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 on 0161 768 6331 or [customerservice@outgoing.co.uk](mailto:customerservice@outgoing.co.uk).

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, 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.







Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 25 for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## 15. Your Behaviour and Covid-19 Customer Policy

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 or in the opinion of any hotel manager 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 reserve the right to terminate your booking with us immediately. In the event of such termination our liability 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. We will have no further obligations to you and/or your party. No refunds for lost accommodation 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 to us or if requested by us directly to the hotel manager 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.

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

In addition, you will also be required to adhere to our Covid-19 Customer Policy - this will set out requirements specific to your booking regarding precautions and measures in place in relation to covid-19 and the destination of your booking and countries you may travel through as part of your booking. As it is an evolving policy and the covid-19 pandemic being so fluid the written policy will be sent to you prior to departure. By proceeding with your booking you are agreeing for you and any other members on that booking to agree to the Covid-19 Customer Policy.

## 16. Our Responsibilities

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 all travel services included in your package, as set out in your booking confirmation. Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation 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 holiday. 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.





2. 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:
- the acts and/or omissions of the person affected; or
  - 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
  - Force Majeure (as defined in clause 11).

**3. 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. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions 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. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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. 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.

4. 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.





5. 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.

6. 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.

7. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure/website. 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.

8. 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 holiday. 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.

## 17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday, whether directly with the hotel or other supplier or with a third party unconnected with your holiday, 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. 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.

## 18. Insolvency Protection

We provide full financial protection for our package holidays by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk).

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

## 19. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own





specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

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>.

**Please check** <https://uk.usembassy.gov>. For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth 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.

## 20. Conditions of Suppliers

Many of the services which make up your holiday 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.

## 21. Prompt Assistance

If, whilst you are on holiday, 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 assistance with distance communications and finding alternative travel arrangements. Where you require assistance which 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 Terms & 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.

## 22. Coach Travel & Airport Transfers

If you have booked coach travel as part of your package, please note that we may have to change the location of your departure point if your group is under 20 passengers, and there is no other group travelling from your chosen location. We will endeavour for this alternative departure point to be as close to your region as possible. Departure points in the UK will be confirmed prior to departure. Please note that there are no departure points in Ireland, and if you are resident in Ireland, you must choose a UK departure point and make your own way to that UK departure point for pick-up. There is a supplement for pickups at some of our designated departure points, and will notify you of this at the time of booking. Where possible we will keep the group together on the same vehicle however this is not always possible and we have no liability to you in these circumstances. Coaches are not necessarily assigned to a specific group of individuals nor are coaches necessarily assigned to only one





pick-up point. We reserve the right to route coaches according to passenger pick up requirements therefore necessitating a possible number of pickups from various departure locations on the journey to and the journey back from the event. No one group should assume they have exclusive use of a coach(s). Specific seats on a specific coach cannot be pre-booked. Seating is based on a first-come, first-served basis.

**Note:** in relation to Coach Travel and Airport Transfers affected by Covid-19:

It is likely that you will be required to maintain certain levels of social distancing and covid-19 transmission reduction measures on board our coaches for some time. Our coach package prices are based on vehicles being run at (or very close to) full capacity where this is permitted and therefore, you should assume that all the seats on the vehicle will be occupied and that you may need to sit next to someone for the duration of the journey. In addition in some cases, depending on the size of your group and selected pick up point, you may well be required to share the vehicle with passengers from other groups.

Also and in relation to Airport Transfers you may in some cases be allocated onto a transfer operated by one of our partners and you may be required to share the vehicle with members of the general public.

Depending on government advice and guidance in place at the time of departure, passengers may be required to wear a face mask for the duration of the journey. Please note that there may be some passengers travelling who have a physical or mental health condition or disability which means they could be exempted from wearing a face mask. All coaches will be deep cleaned both prior to the departure from the UK and again in resort prior to departure back to the UK. All coaches will be supplied with hand sanitizer and we request that all passengers regularly use this and all passengers will be expected to sanitize their hands each time they embark and disembark the vehicle. We will also ask passengers to comply with any additional requirements as directed by the UK or local government(s) with regards the spread of Coronavirus or any additional requirements put in place by the coach or airport transfer provider.

### **23. Accommodation in relation to covid-19**

Where applicable, Accommodation will be provided in accordance with local rules and regulations specific to the accommodation location in relation to covid-19 and unless specified at the time of booking you will be accommodated in rooms/dorms/apartments on a full occupancy basis. When fully occupied, the nature and size of the rooms/dorms/apartments mean it may not possible to maintain social distancing between the occupants within the accommodation, however we advise you and other occupants to comply, where possible, with best practices in place and recommended by the accommodation regarding social distancing and Covid-19 transmission reduction measures. The accommodation will be cleaned in accordance with local practices which may be different from the UK and therefore this may mean more or less cleaning is provided.

### **24. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office 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 Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 11).





# OUTGOING

Outgoing Ltd  
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## 25. ABTA

We are a Member of ABTA, membership number Y1415. 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](http://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](http://www.abta.com).

December 2020



## OUTGOING

OFFICIAL PARTNER

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