## If Only Booking Conditions



These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, the If Only COVID-19 Additional Terms & Information (where they apply), our Peace of Mind Guarantee (where it applies), together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with If Only Holidays Limited trading as "If Only", a company registered in Scotland with company number: SC268032 and registered office address of 10 Bothwell Street, Glasgow, Scotland, G2 6LU ("If Only" "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:

- he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- 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);
- he/she is over 18 years of age 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
- 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 a Package Organiser in the sale of a Package, and as a Principal in a 'single service' booking (i.e. an accommodation only booking).

As a result, our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see Clause 20, "Definition of a Package" for further details of where this will be the case), or as a Principal in the sale of a single service booking. 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 Package booking with us, where we are Package Organiser; and
- (C) Section C contains the conditions that will apply where you make a single service booking with us, where we are acting as Principal (this section will apply where you have booked accommodation only with us).

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 31 January 2020 (including the transition period).

#### SECTION A: APPLICABLE TO ALL BOOKINGS

This Section A will apply to all bookings you make with us. This Section A should be read in conjunction with either Section B or Section C, below, depending on the type of arrangements you have booked.

## 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit of:

- a) 10% of your total holiday cost or £200 per person, whichever is greater;
- or a deposit of 20% for cruises or £200 per person, whichever is greater; and
- c) we issue you with a booking confirmation.

The full payment for your holiday must be made by the balance due date notified to you or at the time of booking if your booking is made within 10 weeks of departure (or 15 weeks if your booking relates to a cruise (please note that a cruise is considered to be a Package). 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 either Section B or Section C below, as applicable, will become payable.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

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 received your deposit and issued you with a booking confirmation which is emailed to the first named person on the booking.

Upon receipt of the booking confirmation, if you believe that any details on the ATOL Certificate or your booking confirmation or any other document are incorrect 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.

For all bookings you will be required to provide us with emergency contact numbers for all persons on a booking before travel so that we can contact you in case of emergency.



#### 2. Accuracy

We endeavour to ensure that all the descriptions, information and prices both on our website, brochures and in our advertising material that we publish are accurate, however, as you will appreciate, we have to contend with conditions outside our control, and the fact that the brochure has been compiled many months before the departure date.

Occasionally changes and errors occur and we reserve the right to correct the details in our materials 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.

#### 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 you have booked a Package, additional terms and conditions apply, please see Clause 20, "**Definition of a Package**" 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 (you will need to be satisfied that your insurance policy specifically covers losses occurring, and medical expenses you may incur, as a result of COVID-19) and repatriation in the event of accident or illness. 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. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay any 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 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, epidemics, pandemics (including but not limited to the ongoing effects of COVID-19 and any new strain of the coronavirus) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, 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 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 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. Accommodation

Your booking confirmation will contain details of accommodation check-in and check-out times. We may, at our discretion, allow earlier check-in or check-out upon request but we cannot guarantee this

All accommodation is sold for up to a maximum number of people and that number will be the lower of either the number notified in the details of each accommodation or the number of guests stated on a booking confirmation. Exceeding the maximum number is not permitted and any additional guests will be required to leave with immediate effect and we have the right to terminate your booking immediately. In the event of such termination our liability to you and/or your party will cease and 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.

Please note: pets are not permitted and smoking is strictly prohibited in all areas of the accommodation you book with us.

## 8. Complaints

We make every effort to ensure that your Package holiday arrangements run smoothly so it important to us that we are given the opportunity to resolve any issues that you may encounter during your holiday. This means addressing any issues immediately and carefully so they do not affect the rest of your holiday. If you do have a problem during your holiday, please inform the relevant supplier (e.g. representative or your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact your travel agent in the first instance, or our office Customer Services at Address: If Only Holidays, 10 Bothwel Street, Glasgow, G2 6LU, Telephone: 0141 955 4041, Email: <a href="mailto:after.sales@ifonly.net">after.sales@ifonly.net</a> which is open Mondays to Saturdays from 9.00am – 5.00pm. Should the problem not be resolved, then please bring it to our attention upon your return.



Any such complaint must be received by us in writing within 28 days of your return home. If you fail to follow these procedures, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the destination and this may affect your rights under this contract. If your complaint relates to a non-brochured hotel/property or supplier, then we cannot be held responsible or provide any assurances or warranties in respect of the standard of facilities or levels of service offered.

#### 9. ABTA

It is unlikely that you will have a complaint that cannot be settled amicably between us, however as a Member of ABTA (Membership Number W3086), we are obliged to maintain a high standard of service to you as indicated by ABTA's Code of Conduct. We can offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA, administered independently and is approved by the Chartered Trading Standards Institute. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. Your request for arbitration must be received by ABTA within 18 months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on abta.com.

## 10. Insolvency Protection for Package Holidays

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked and for your repatriation in the event of our insolvency. We provide full financial protection for package holidays. Holidays that include flights are protected by way of our Air Travel Organiser's License (ATOL) number 4269. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at 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 holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to clients who book and pay in the United Kingdom.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding 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 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, (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 package holidays which do not include flights by way of a bond held by ABTA (ABTA Ltd of 30 Park Street, London, SE1 9EQ).

If you book arrangements other than a Package Holiday or ATOL protected flight from us, your monies will not be financially protected. Please ask us for further details.

# 11. 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 EU and 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. 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 cannot accept liability for any delay which is due to any of the reasons set out in Clause 5, "Events Beyond Our Control" 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 provided 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 dispatched 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 "Community list" (available for inspection at <a href="https://ec.europa.eu/transport/modes/air/safety/air-ban\_en">https://ec.europa.eu/transport/modes/air/safety/air-ban\_en</a>) detailing air carriers that are subject to an operating ban with the EU Community.



Any promotional literature is our responsibility, as your tour operator. 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.

#### 12. 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. Where we collect this data, we will treat it in accordance with our privacy policy.

#### 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 holiday, please provide us 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 may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen holiday.

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. Visa, Passport and Health Requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. Please also check the FCDO website <a href="https://www.gov.uk/government/organisations/foreign-commonwealth-development-office">https://www.gov.uk/government/organisations/foreign-commonwealth-development-office</a> for the latest travel information when travelling from the UK.

It is important that you ensure your passport has a minimum of 6 months validity after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting whether this will be suitable for travel. Please note many countries require 2-3 facing blank pages at the end of your passport. For travel within the EU our advice remains the same, please visit <a href="https://www.passport.service.gov.uk/check-a-passport">www.passport.service.gov.uk/check-a-passport</a> for information on passport validity after 31 December 2020. For further information contact the Passport Office on 0300 222 0000 or visit <a href="https://www.gov.uk/browse/abroad/passports">www.gov.uk/browse/abroad/passports</a>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <a href="https://uk.usembassy.gov">https://uk.usembassy.gov</a>. For European itineraries you should obtain a completed and issued form EHIC or UK Global Health Insurance Card (GHIC) prior to departure. EHIC provisions have changed and information on the EHIC and GHIC is available at <a href="https://www.">https://www.</a>

gov.uk/guidance/uk-residents-visiting-the-eueea-and-switzerland-healthcare, https://www.gov.uk/global-health-insurance, https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/, http://www.dh.gov.uk or from your local Department of Health office. You should check these sites for updates before departure.

You may apply for an GHIC online at <a href="https://www.ghic.org.uk/">https://www.ghic.org.uk/</a>
<a href="https://www.ghic.org.uk/">https://www.ghic.org.uk/</a>
<a href="https://www.nhs.uk/using-the-nhs/">https://www.nhs.uk/using-the-nhs/</a>
<a href="https://www.nhs.uk/using-the-nhs/">healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/</a>
or by phone on 0191 218 1999 or by post to Overseas
<a href="https://www.ghic.org/">Healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/</a>
or by phone on 0191 218 1999 or by post to Overseas
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or by post to Overseas

Healthcare Services, NHS Business Services. NHS Business Services

Authority.

The provided Healthcare Services Authority.

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Please note, the EHIC and/or GHIC is/are in addition to Travel Insurance, not instead of it.

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

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 validly requirements. The UK Government passport checker can be found here <a href="https://www.gov.uk/check-a-passport-travel-europe">https://www.gov.uk/check-a-passport-travel-europe</a>.

## 15. Your Behaviour

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 any hotel manager, our supplier(s), 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 reserve the right to terminate your booking immediately. Excessive noise in the property after 10pm and before



7am will be considered as anti-social behaviour and where you or a member of your party are found to cause such excessive noise, we or the property owner reserve the right to terminate your booking immediately.

In the event of such termination our liability (or where appropriate the supplier(s)) 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 our supplier where appropriate) will have any 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 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. Neither we nor our supplier(s) 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.

#### 16. Law and Jurisdiction

These Booking Conditions are governed by Scottish Law and we both agree that the courts of and the jurisdiction of the Scottish Courts have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in England or Northern Ireland, in which case you can bring proceedings in your local court under English or Northern Irish law, as applicable).

## 17. 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.

## 18. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on the 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. 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.

## 19. Foreign, Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development 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, Commonwealth and Development Office to avoid or leave a particular country may constitute Events Beyond Our Control (see Clause 5, "Events Beyond Our Control").

## **SECTION B: PACKAGE HOLIDAY BOOKINGS**

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see Clause 20, "Definition of a Package" for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

## 20. Definition of a Package

Where your booking is for a Package holiday 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
- 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 are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term. Please note that a cruise is considered a package.

IMPORTANT NOTE - Please note that:

- a) where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b) 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 "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs. Please see Section C of these Booking Conditions for the terms applicable to such arrangements.

## 21. Pricing of Packages

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:



- 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. You will be charged for the amount over and above that 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 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 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 14 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 holiday go down due to the changes mentioned above then any refund due will be paid to you less an administrative fee of £10 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.

If we become aware of a planned surcharge that may affect your holiday price after you have booked, we may contact you to request earlier/interim payment.

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

## 22. Cutting your Package 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.

## 23. 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 £50 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 24, "If You Cancel Your Package Holiday Booking Before Departure".

## Transfer of Package 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
- the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and individually liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in Clause 24 ("If You Cancel Your Package Holiday Booking Before Departure") 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 (for example, scheduled airlines normally regard name changes as a cancellation and rebooking) and any alteration could incur a cancellation or alteration charge of up to 100% of that part of the arrangements.

# 24. If You Cancel Your Package Holiday 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 70 days	Deposit
From 69 to 43 days	50% of holiday cost
From 42 to 29 days	70% of holiday cost
From 28 to 14 days	90% of holiday cost
Less than 14 days	100% of holiday cost

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. Amendment and cancellation charges for bookings containing a cruising element will be applied in line with the cruise lines' own booking conditions and may be up to 100% of the total cost of the booking and will vary by cruise line.

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

Cruise bookings/third party bookings – Please note that where you make your cruise booking far in advance of departure, it may not be possible at the time to book flights, accommodation and/or other services you have requested as they may not yet available. Where you ask us to make such bookings, we will confirm any such services

subject to availability and the applicable price when they are available to book. If these services cannot subsequently be booked as requested or you are not prepared to pay the applicable price, you may cancel and receive a refund of the amount you have paid in respect of these services. Cancellation or non-availability of these services does not, however, entitle you to cancel your cruise booking or any other confirmed element of your booking, without paying the applicable cancellation charges outlined in this clause 24.

**Duplicate flight bookings** – Should a duplicate flight reservation be made with the same airline by you or a third party, the booking made by us on your behalf may be subject to cancellation or additional charges (for example where we are not able to secure your ticket at the same fare). You will not be entitled to a refund from us in such circumstances.

#### 25. If We Change or Cancel your Package Holiday

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 a change of accommodation to another of the same or higher standard and changes of carriers or aircraft types.

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 change of outward departure time or overall length of your arrangements by more than 12 hours.
- A significant change to your itinerary, missing out one or more destination entirely.

Cancellation – We will not cancel your Package holiday less than 10 weeks 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 holiday 10 weeks or more before your holiday for various reasons such as the minimum numbers required for a particular travel arrangement not being reached.

If we have to make a significant change or cancel a booking, 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;
- ii) having a refund of all monies paid; or
- iii) if available and where we offer one, accepting an offer of an alternative holiday (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*
More than 70 days	Nil
Between 69 to 43 days	£10
Between 42 and 29 days	£20
Between 28 and 14 days	£30
Less than 14 days	£35

- \*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:
- a) where we make a minor change;
- where we make a significant change or cancel your arrangements more than 70 days before departure;
- 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, "Events Beyond Our Control").

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.

## 26. Our Responsibilities to You in respect of Package Holidays

(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 amended from time to time), 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 confirmation invoice. Subject to these Booking 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 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:
- a) 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
- c) Events Beyond Our Control (as defined in Clause 5, "Events Beyond Our Control")
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- a) Claims relating to transport we limit our liability in line with the limitation in the contractual terms of the suppliers that provides the transportation for your travel arrangements. These terms are incorporated into this contract.
- b) 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.
- c) 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 two 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.
- Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
- 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 UK law relating to 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) 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) which relate to any business: or
- c) which relate to indirect or consequential loss of any kind.
- (7) 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. 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 three 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.

## 27. Prompt Assistance for Packages

If you have booked a Package and 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 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.

## 28. Cruise Packages

The following terms will apply when you book a Cruise with us:

(A) Third Party Suppliers & Conditions of Carriage

We sell the Cruise Package to you as principal but third-party Cruise suppliers provide the Cruise, operate the Cruise Ship and act as carrier. The conditions of carriage of the third-party Cruise supplier will also apply when you book a Cruise Package. These are available on request.

(B) At the cruise terminal – Advance registration and check-in To comply with Government and security requirements, Cruise Ship operators will require you to register your details with them in advance of travel and may also ask you to complete an online check-in process. We will include details of advance registration and online check-in procedures (as applicable to each Cruise operator) on your confirmation invoice or with your tickets where known but it is your responsibility to check the relevant Cruise operator's registration and check in process. Failure to submit the requested information accurately and in full may result in delays at the Cruise terminal and you may be denied boarding onto the Cruise ship. We accept no responsibility for such consequences. Please also note carefully information regarding embarkation times and departure times of your Cruise ship. You are advised to be on board the ship a minimum of 2 hours before the departure time (in some cases 1 hour before departure time is permitted at ports of call but check with the Cruise operator first). If you do not arrive to embark on time at any port or place, then we shall have no liability in respect of the consequences. In respect of Cruises, the Cruise operators shall not be obliged to delay or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs associated with transportation to re-join the Cruise Ship such as, but not limited to, Government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be borne by you.



#### (C) Gratuities and service charges

The Cruise operators' policies regarding on board gratuities and/or service charges for the services provided by their staff vary, but you will be required to abide by their gratuity/ service charge policy and must settle your account in full before disembarking the ship at the end of your cruise. Where we are made aware of a Cruise operators policy on gratuities or service charges, details will be provided either at the time of booking, on our invoices or with the Cruise operators tickets.

#### (D) Fitness to travel

Cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on their Cruises, as medical care while on a cruise ship may be limited and that the ship may travel to destinations where medical care is unavailable. If you (or a member of your party) have severely impaired sight, physical or mental disability or any other condition which may require special treatment or assistance (including those who use wheelchairs) you must advise us in writing before you make a booking. If you (or any member of your party) use a wheelchair, you must furnish your own standard size wheelchair (collapsible wheelchairs are strongly recommended) and you must be accompanied by a travelling companion fit and able to assist you. Cruise ships' wheelchairs are for emergency use only.

## (E) Pregnancy

Cruise ships do not have adequate medical facilities for childbirth on board. Cruise ships will not carry you if you have entered or passed your 24th – 28th week of pregnancy at any point in your Cruise – the exact timing depends upon the Cruise ship operator. You must, therefore, check with us at the time of booking. All pregnant women should produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound if this has been performed.

## (F) Cruise information

Please refer to the specific Cruise Information section in our Holiday Information section below for further information about our cruises.

# SECTION C: SINGLE SERVICE, PRINCIPAL BOOKINGS

This section applies to all Single Service bookings that you make with us (e.g. an accommodation only booking) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.

## 29. If You Change or Cancel your Single Service Booking

#### Changes

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  $\pounds 50$  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.

**Note**: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

## Cancellations

If you, or any member of your party, decides to cancel your booking after it has been confirmed, the first named person on the booking must make the request in writing to the relevant travel agent they made a booking through (in the first instance) or to us at <a href="after.sales@ifonly.net">after.sales@ifonly.net</a>. 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 70 days	Deposit only
From 69 to 43 days	50% of holiday cost
From 42 to 29 days	70% of holiday cost
From 28 to 14 days	90% of holiday cost
Less than 14 days	100% of holiday cost

**Please note**: If you cancel your accommodation booking less than 10 weeks before departure and we are able to re-book it, the cancellation charge above will not apply and you will be refunded the equivalent of the replacement rental charge and we will notify you of this charge when booking.

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% for that part of the arrangements in addition to the charges above.

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

## 30. If We Change or Cancel Your Single Service Booking

We may in certain circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced by Events Beyond Our Control (see Clause 5, "Events Beyond Our Control") to change or cancel your travel service(s) after departure. If this situation does occur, we regret we will be unable to pay you compensation or meet any costs or expenses you incur as a result.



## 31. Our Responsibilities for your Single Service Booking

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (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:
- a) the act(s) and/or omission(s) of the person(s) affected; or
- b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause for:
- 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 twice the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) availability (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss of 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. 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.

#### 32. Financial Protection

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

# HOLIDAY INFORMATION – KNOW BEFORE YOU GO

If Only is a member of ABTA and holds an ATOL licence granted by the Civil Aviation Authority. We specialise in luxury holiday experiences around the world and, thanks to our knowledgeable and friendly travel team, have achieved a reputation for offering our clients a service and commitment that is second to none. Like you, we don't compromise our standards. Like you, we expect the best.

#### **Our Holidays**

Our holidays cater for the most discerning of travellers and the hotels/villas/yachts/private islands we have selected rank amongst the finest in the world. Each one offers the highest standards of accommodation, cuisine and service available. However, they are all very individual and do cater for - and satisfy - different requirements. In the case of our villas, yachts and private islands, standards differ from country to country and not all properties are necessarily highly sophisticated – some have been selected for the natural beauty of their location rather than their amenities and the properties will reflect this. In general, the properties we feature are well-equipped with most of the basic equipment and 'home comforts' you'd expect. Most are privately-owned and as such it should be noted that these usually reflect the owner's personal tastes. In addition, guests are asked to respect any personal possessions left by the owner for their enjoyment during their stay. Please also note that while many of our properties are located in quiet grounds or in countryside areas, each location experiences different types of noise and at different times of the day – anything from agricultural sounds to traffic and roadworks. As everyone has their own idea of what constitutes 'noise', we will assist in advising you, should you have any concerns, however we cannot be held responsible for noise or disturbance originating from beyond the boundaries of the property. Whilst we appreciate the importance of value for money, we also understand there is a healthy demand for the best – whether this is the choice of accommodation or the flight. This is why we offer the flexibility and comfort of scheduled flights, the option of private car transfers and why we only work with hotels and villas offering the highest standards. These enhancements, even if they do cost a little extra, all contribute to the kind of individual first-class holiday we know our guests expect. For those travelling with children, some hotels do not accept youngsters at certain times of the year. Other hotels, meanwhile, welcome children and have some especially attractive offers. Whilst we attempt to give as much advice as possible throughout our brochures and on our website, if you are still finding it difficult to make your choice, please do not hesitate to



contact our Luxury Travel Specialists for further guidance. We do know the strengths and weaknesses of the individual hotels/villas and it would be our pleasure to help you decide between them.

## **BEFORE YOU TRAVEL**

#### Weather & Natural Disasters

Some of the destinations featured in our portfolio may be affected by weather patterns such as tropical storms, monsoons, hurricanes, tornadoes, cyclones, typhoons, flooding and also seismic activity causing earthquakes and tidal waves. It's not possible for us to publish detailed information on weather patterns for each destination as weather advice can frequently change, we recommend you check the latest Foreign, Commonwealth & Development Office ("FCDO") Travel Advice for your destination at https://www.gov. uk/foreign-travel-advice. When a storm or natural disaster occurs, travel and accommodation arrangements may be significantly disrupted. It is extremely difficult to predict with accuracy the actual path, duration or effect severe weather patterns and seismic activity may have and the effects of actual or threatened bad weather and natural disasters are beyond our control (please refer to our booking conditions, section A5 for details of our responsibility to you in these circumstances). If a storm or natural disaster is forecast to affect one of our destinations, we work with local and international authorities, our Health and Safety/resort teams and local agents to try to minimise disruption and keep you well informed. It may be that an evacuation of your resort, or a delay or cancellation of your flight to or from the resort may be necessary. In the event of changes to your holiday due to actual or threatened bad weather, we are not able to offer any compensation.

## **Travel Advice**

The FCDO Travel Advice unit issues and frequently updates advice for those travelling outside the UK. The advice includes general warnings and specific information for the benefit of travellers. Ask us or your travel agent for details of any current advice for the country or countries which you plan to visit when you book your holiday. You are also advised to check this information before you go by accessing the latest Travel Advice on <a href="https://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a>.

# TRAVELLERS WITH REDUCED MOBILITY, MEDICAL REQUIREMENTS OR TRAVELLING WHEN PREGNANT

## Overseas Accommodation and Overseas Transport Arrangements

The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. Furthermore, the natural terrain and the layout of some resorts can sometimes make life difficult for wheelchair users. It is important, if you have any disability that the appropriate enquiries are made about the suitability of particular overseas accommodation, resorts, overseas transport and services, and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied, this may be the case either before you go or when you arrive in resort. We cannot be held responsible if you fail to tell us about special

needs/requirements that will affect your holiday experience, and this means we will not compensate you. Prior to booking, please speak to our Luxury Travel Specialists.

## At the Airport and Onboard Your Flight

Please let us know if you need any assistance at the airport or onboard the flight, such as, if you use a wheelchair, if you are visually impaired or require use of oxygen or if you have a pre-existing medical condition or recent injury, so that we can answer any questions and ensure there are no concerns about your fitness to fly.

#### Fitness to Travel

You may need permission from your doctor to fly if you suffer from certain medical conditions, which may mean you also require assistance from the airline. Should you have any concerns about your fitness to fly, please ask your Luxury Travel Specialist.

Cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on their Cruises, as medical care while on a cruise ship may be limited and that the ship may travel to destinations where medical care is unavailable. If you (or a member of your party) have severely impaired sight, physical or mental disability or any other condition which may require special treatment or assistance (including those who use wheelchairs) you must advise us in writing before you make a booking. If you (or any member of your party) use a wheelchair, you must furnish your own standard size wheelchair (collapsible wheelchairs are strongly recommended) and you must be accompanied by a travelling companion fit and able to assist you. Cruise Ships' wheelchairs are for emergency use only.

## Pregnancy

Regulations vary from airline to airline, but some will refuse to carry women who will be 28 weeks pregnant or more on the date of return travel. If you are in doubt, please check with the airline concerned. We recommend that you also consult your own doctor.

Cruise ships do not have adequate medical facilities for childbirth on-board. Cruise ships will not carry you if you have entered or passed your 24th – 28th week of pregnancy at any point in your Cruise – the exact timing depends upon the Cruise ship operator. You must, therefore, check with us at the time of booking. All pregnant women should produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound if this has been performed.

## Wheelchair Users

We recommend you contact us at the earliest opportunity as we need information regarding your need for airport or onboard assistance no later than 48-hours before departure, so we can inform the responsible Managing Body at the airport(s) and your airline. If your booking is made later, the airport/airline will make all reasonable efforts to provide the service required but cannot guarantee that this service will be available, as there is a limit on the number of passengers with reduced mobility and the number of wheelchairs the airline is able to assist on the day. If you have your own wheelchair, this will be carried free of charge in addition to your normal baggage



allowance. Since a wheelchair is carried in the hold and collected in the baggage reclaim area, we advise that it is adequately insured against loss or damage since the airline liability is limited. Electronically powered wheelchairs will be accepted for travel, providing that the general conditions for their carriage, as outlined in the IATA Dangerous Goods Regulations, are met. These relate to the batteries used to power wheelchairs. Since the batteries will remain attached to the wheelchair, it is important that the wheelchair can be easily stored in an upright position when collapsed for carriage. Batteries must be disconnected, and the battery terminals insulated to prevent accidental shorting.

## **Accompanying Companion for Reduced Mobility Passengers**

A carer must travel with any passenger who does not meet the DFT (Department for Transport) code of practice definition of self-reliance. In establishing whether someone is "self-reliant" the DFT stipulate that the passenger should be independent in the following areas: Feeding – the passenger should be capable of feeding themselves. Cabin crew could still expect to assist with opening food containers and describing catering arrangements to blind people. Lifting – the passenger should be capable of moving from a passenger seat to an on-board wheelchair. Toileting – the passenger should be capable of using the toilet facilities unaided. Communicating – the passenger should be able to communicate with cabin crew and understand their advice/instructions. Medicating – the passenger should be capable of administering their own medicines and medical procedures. Breathing – the passenger should not be reliant on supplementary oxygen, if supplementary oxygen is required please let us know and we will pass on details of your requirements to the airline. If you are not self-reliant (capable of taking care of all your physical needs independently in-flight) a carer is required for travel to take care of these needs. The carer must purchase a ticket at the same time. A carer can travel with a maximum of 2 passengers requiring additional assistance as outlined above. Due to CAA (Civil Aviation Authority) regulations, any persons with reduced mobility or any physical disability or intellectual impairment cannot be allocated seats adjacent to the emergency exits.

## **Visually Impaired Passengers & Guide Dogs**

Passengers who are blind or visually impaired should also contact us prior to making a booking. Most airlines are able to carry guide dogs on many routes, but please advise our Luxury Travel Specialists that you will be accompanied by your guide dog as airlines do usually require 7 days' notice. Please note: We cannot be responsible for you if you fail to tell us about special needs/requirements that will affect your travel arrangements, and this means we will not compensate you.

## **Medical Equipment**

If you are carrying medical/mobility equipment, you must ensure that you have adequate insurance to cover the items for possible loss or damage.

## **PASSPORTS & VISAS**

## Travelling with Children or Children Travelling without an Adult

Parents travelling with children (under the age of 18 years) or children travelling without both parents should be aware that some countries (such as Portugal, Mexico and South Africa) require documentary

evidence of parental responsibility before allowing lone parents to enter the country or, in some cases, before permitting the children to leave the country. For further information on exactly what will be required at immigration please check the FCDO website <a href="https://www.gov.uk/government/organisations/foreign-commonwealth-development-office">https://www.gov.uk/government/organisations/foreign-commonwealth-development-office</a> or contact the relevant Embassy of the country you are travelling to.

# Important Information for all Passengers Travelling to the Unites States of America and Canada

For the most up to date advice and full details on the passport, visa and documentation required for entry into the USA and Canada please visit <a href="https://esta.cbp.dhs.gov">www.usembassy.org.uk</a> <a href="https://esta.cbp.dhs.gov">https://esta.cbp.dhs.gov</a> or <a href="https://esta.cbp.dhs.gov">www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada.html">wisit-canada.html</a> please read all sections carefully to ensure you comply with US and Canadian entry requirements.

## YOUR FLIGHT

#### **Our Flights**

Although our prices are based on Economy Class air travel, a large percentage of our clients prefer to travel in Business or First Class. Thanks to the excellent relationship we have with the airlines and their recognition of If Only's unique product, we have been able to negotiate excellent supplements for upgrading our clients' class of travel. For Business and First Class clients, specific seat numbers confirmed at the time of booking are subject to change by the airline for operational reasons and are never guaranteed. Whenever we are informed of a change of seat number by the airline, we shall advise you as soon as possible.

## **Flight Reconfirmation**

It is your responsibility to ensure that you reconfirm the departure date and times of all your travel at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

## Ticketing

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by email in the form of an e-ticket if you supplied an email address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavour to dispatch your tickets to you at least two weeks prior to departure. It is important you check all details of your travel documents before leaving the UK. If there are any inaccuracies or you have any other queries, please contact us immediately. For bookings made within seven days of departure, it is necessary for us to use a courier company which guarantees next day delivery and any charges will be passed on to you at the time of booking. Please note that the delivery charge is non-refundable.

## **Lost/Stolen Flight Tickets**

If you lose your ticket or it is stolen before you leave the UK, certain airlines will not authorise us to issue a replacement. You would then be requested to purchase a new ticket and there may be a delay of up to twelve months before we receive authority from the airline to make any refund to you. If the airline concerned does allow us to issue a replacement ticket, we will require payment of an administration fee from you. It is most important that you contact us



as soon as you realise that your ticket is missing. If your ticket is lost or stolen after you have left the UK you can apply to us for a refund on your lost ticket, but any refund will be entirely at the discretion of the airline and it can take up to twelve months before we receive authority from the airline to make any refund.

## At the Airport

The following information is designed to help you complete the check-in process as quickly as possible: You are advised to check-in approximately 3 hours prior to the departure time on your flight tickets, but in all cases you must have checked-in at least 1 hour prior to departure, failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time (60 minutes for some destinations). Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense. If you fail to check-in on time, the transport provider is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility. If you fail to check-in at all for your departure from the UK, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return transport to the UK. No refund can be made for any unused arrangements. When you arrive at the check-in desk, you will be asked for your ticket, passport and baggage. Once you have checked in, you can move through to the departure lounge where you will find further information, including your departure gate number.

#### **Code Sharing**

Some airlines now work in partnership with one another and sell seats on each other's planes to enable more choices and better onward connections. This means that your flight may be with a different company to the one you expect.

#### **Airport Security**

Nowadays, there are much tighter security measures at all airports. To make your travel experience as pleasant as possible, we suggest you allow extra time for checking-in. Full details of suggested checkin times will be highlighted on your itinerary. May we also remind you that certain items are not allowed to be carried in your hand luggage and must be checked-in and placed in the aircraft hold.

For full details of items permitted on board, please check with the airline you are flying with.

## Safety

The safety and welfare of passengers is of paramount importance. You will be denied boarding or have imposed additional conditions of carriage if any passenger:

- is intoxicated and or disruptive
- found to be smoking on board the aircraft
- makes an inappropriate remark; inappropriate remarks are
  considered as any comment or statement made by a person,
  which indicates they may be carrying a bomb (or other such
  explosive device), a firearm or weapon regardless of that
  person's intent or reason for making the comment or statement.

Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense. We realise that some passengers, may find that aircraft seat width is insufficient for their needs. For your own safety and comfort and that of other passengers, you must advise us or your Travel Agent at the time of booking if you know or are unsure as to whether the seat size on the aircraft will be sufficient for your needs. If you do require additional space, then subject to availability, you can purchase more than one seat located side by side or if you prefer a wider seat, in an upgraded class (where applicable). We regret however, that due to additional costs incurred by us, you will have to pay the full cost of all seats required by you, plus any upgrade supplement per seat.

## **Smoking**

Please note that whatever airline you fly with, all UK airlines have a strict no-smoking policy throughout the aircraft.

## **Sporting Equipment**

Most Airlines charge for the carriage of sports equipment (this includes and is not limited to golf clubs, scuba diving, surfboards, windsurf and bikes). This equipment is not included as part of your baggage allowance. Charges may be payable either at the time of booking, or at the airport prior to departure. If you are planning to take sports equipment, please ask your Travel Agent to contact the relevant airline at the time of booking, and they will be able to provide details of prices. You or your Travel Agent must also give details of your request to take the sporting equipment to us. If sports equipment is not pre-booked, excess baggage charges will apply. Sports equipment must usually be packed separately from other baggage, as these may need to be checked at check-in. We recommend that all your sporting equipment be insured separately, since more valuable or fragile items may not be covered by your insurance.

## **Deep Vein Thrombosis**

Deep Vein Thrombosis (DVT) is a serious condition where blood clots develop in the deep veins of the legs. Prolonged immobility is generally thought to be the common underlying risk factor, and thus any travel involving prolonged immobility can result in developing a DVT. A wide range of advice is available on DVT - you are strongly recommended to obtain advice that will include information on those people most at risk of DVT and how to reduce risks when flying. Most passengers can reduce risks through keeping circulation active by practicing in-seat exercises, especially leg exercises, and walking around the aircraft whenever possible. Most airlines provide details of suitable exercises you can do and other measures you can take to reduce risks within their in-flight magazines or during in-flight videos. More comprehensive advice can be found on the UK Department of Health's website www.dh.gov.uk and https://www. gov.uk/government/publications/synopsis-of-causation-deep-veinthrombosis but if you believe you are at a higher risk or have any concerns about the risks or doubts about flying, you must consult your GP before you travel.

## Seat Pitch

We advise that the distance between the back-support cushion of your flight seat and the back of the seat or other fixed structure in front of your seat will not be less than the minimum stated in the UK Civil Aviation Authority's Airworthiness Notice No.64, issue 2 of the 29th October 2001 (26 inches).



#### **Airport Transfers**

Unless otherwise stated, our featured hotel prices include transfers to your chosen destination if required. Helicopter transfers and car hire are available on request.

#### **YOUR RESORT**

## **Resort Development**

Some of the destinations in our brochures and on our website, are still being developed and even in more established resorts there is often a possibility of building work taking place. If in our opinion this is likely to affect your booked accommodation, we will tell you at the time of booking or, if you have already booked, you will be contacted before departure if there is time. Please refer to the Booking Conditions, section 'Circumstances Beyond our Control' for more information.

#### **Local Information**

Local events, religious festivities and public holidays are likely to influence the provision of services and facilities within the hotels and around holiday resorts at certain times. In Muslim countries, dates of religious feasts and festivals are fixed by local sightings of the moon so we cannot work out when they will be beforehand. Ramadan, which is observed for one month each year, is a period of fasting when the pace of life is slower, public areas are busier, and there are certain restrictions, for example, consuming food in public, drinking alcohol and use of restaurants. Check out the FCDO travel advice on <a href="https://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a> for more information on specific countries and the possible impact of holidays and events. You will also find information in our destination guides and on the website of the relevant British Embassy.

## **Driving & Rental cars**

Laws, licensing requirements and age limits vary throughout the world. We recommend you check with your travel consultant, or the relevant embassy or consulate. Hiring a car will enhance any holiday and this can be easily arranged through our Luxury Travel Specialists. Please ensure you take your British driving licence with you (paper and photo card). Car costs vary considerably depending on the country and it is important to note that during the high season you should reserve your car at the time of booking to avoid disappointment. When hiring a villa we strongly recommend that you consult the villa management agents prior to booking rental cars in resort, as many popular rental agents provide vehicles with registrations or window stickers identifying them as rental vehicles which can attract unwanted attention from criminals, which could put both clients and the properties at risk.

## **Watersports & Sporting Activities**

We refer to a number of watersports and other sporting activities within our brochures and on our website, most of these are neither owned nor operated by If Only and we cannot guarantee that they are maintained or operated with the customer's safety in mind. We would ask that you take all reasonable precautions to protect yourself and your party whilst on holiday and would recommend that you only use companies who demonstrate good safety practices. You should ensure watersports and other similar sporting activities you wish to take part in are covered by your own holiday insurance. Some activities/watersports may be considered to be hazardous pursuits by some insurance companies.

#### Electricity

Depending on your location, there may be blackouts. Please be patient whilst the property rectifies the situation.

#### Smoking

Restrictive legislation against smoking is increasingly common in destinations worldwide. You may find that your villa, hotel, cruise or areas within your holiday resort or ship operate enforced smoking and vaping restrictions'; smoking is often only permitted in designated areas. To find out more about destination restrictions visit the FCDO website <a href="https://www.gov.uk/government/organisations/foreign-commonwealth-development-office">https://www.gov.uk/government/organisations/foreign-commonwealth-development-office</a>.

## Safety & Hygiene

Your health and safety is of paramount concern to us, especially if children are involved. In addition to monitoring the hygiene and safety standards in all the hotels, villas and apartments that we use, it is appropriate that we bring to your attention the need for you to be careful and to take necessary precautions whilst overseas and we need your help and cooperation with this. We would ask you to pay close attention to the following information, together with any other information we, our agents or suppliers, provide to you before you go, during your flight and when you arrive in your destination and at your hotel. It is most important that you familiarise yourself with this information and any other information you are given or on display, because not only do we want you to have a great holiday, but we want you to have a safe holiday.

## Swimming Pools and Water Features

Every pool is different, and most hotels/apartments/villas/private islands do not employ lifeguards, so you are strongly recommended to familiarise yourself with the pool layout, identifying the deep and shallow ends before using. Do not use the pool after dark or when the pool is closed, even if the pool has underwater lights. You should never swim when you have been drinking alcohol. Please do not run around the pool area or take breakables close to the pool area. Please do not enter the pool with copious amounts of sun creams or oils on. For your safety, please do not remove or lift pool filter covers – if something appears to be broken, please report this to the staff and do not attempt to fix this you. Few private villa pools have warning notices, covers or fencing around the pool so children must be supervised by an adult at all times in or around the pool and ensure they have suitable buoyancy aids and are aware of the depths. In addition, where the swimming pool at your property is an infinity pool, please do not stand on the edge or use inflatables such as rings or lilos.

## **Glass Door Safety**

Please take care when using glass doors, as it can be difficult to tell if they are open or closed when bright sunlight is shining on them. They are not necessarily fitted with toughened glass or have eye level marking, particularly in private villas.

## Fire Safety

On arrival, take time to familiarise yourself with the emergency exits, the locations of fire extinguishers and emergency contacts. During your stay, ensure that any fires are protected by guards and candles are extinguished when not attended. In the event of a fire, proceed



to the nearest fire exit without stopping for any belongings and close the door behind you. If in doubt, ask your representative or an appropriate member of staff.

## Jacuzzi, Steam Room and Sauna Safety

Please be aware that these facilities should not be used if you have heart disease or circulatory problems, have an infectious skin disease or open wound, are using certain medication or are pregnant – please seek an expert medical opinion if unsure. We also advise that it is best to avoid using these facilities if you have consumed a heavy meal or alcohol in the past hour and a half, if you are feeling unwell or if you have just been exercising. Children under 16 years old should not use these facilities. In addition, to use them comfortably and safely please ensure they are set to a suitable temperature and not too hot. Remove contact lenses, glasses, make-up and jewellery. Use for periods of 8 to 10 minutes at a time and do not exceed 30 minutes in total. Be careful when you add water to the rocks in the steam room. When you have finished, relax until your body temperature has returned to normal and ensure you consume water or soft drinks to replace any lost fluids.

#### **Animals**

Do not feed, pet or play with any wild or domesticated animals and do not allow children to play near them. Please use litter bins to discourage wasps and vermin.

## Overseas Safety Standards

Regrettably the safety standards and regulations overseas may not be of the same level that we enjoy in the UK, for instance the design and height of balconies may differ. The setting and enforcement of local regulations is a matter for the authorities of the country and the foreign supplier of the services concerned. We are working to improve standards wherever possible.

## Security, Health & Safety Overseas

Health and safety is a prime concern for everyone who travels the world today and we would ask that you observe good housekeeping habits and a common sense approach. Your personal welfare is our priority and we ask that you are fully aware of security, health and safety whilst overseas. Petty crime, robberies and muggings can occur anywhere in the world, although the chances of anything unpleasant happening will be considerably reduced if you take a few simple precautions. Whilst out and about, try not to carry a lot of cash with you and always leave your passport, unnecessary travellers cheques and any expensive jewellery in your safe or a secure place.

#### Children

Children must be supervised by you at all times, especially near water, on balconies or in unfamiliar buildings and surroundings.

## Stomach Upsets

It is still a relatively common occurrence to suffer gastric illness when travelling abroad and being exposed to a different environment. There are many ways you can reduce the possibility of being affected, such as, not eating undercooked food, avoiding ice in drinks, ensuring you drink plenty of bottled water and avoid over exposure to the sun.

#### **Out and About**

Due to rough terrain and uneven surfaces, we recommend that you are extra careful and vigilant when visiting temples and other sites of interest and when crossing roads. Crimes against people and property are a fact of life throughout the world and you have the same responsibility for your own safety as you do at home. In some places the local police may not be very cooperative or interested when you report a theft or need insurance confirmation so always take care of your property. It is recommended not to approach cats and dogs and other animals as these may carry the rabies disease which can be passed on through bites and scratches. Please exercise caution before entering the sea, as the seabed is not even and changes in depth. The sea is capable of springing surprises and we have not inspected the beach or seabed for its safety. When sea bathing, do be aware of sea urchins – their spikes can be very painful – and, in the Caribbean, watch out for the apples of the Manchineel trees, which are poisonous.

#### YOUR ACCOMMODATION

## **Local Charges**

At some accommodation certain amenities may carry a local charge. Unless we have stated that a service or facility is 'complimentary' in our accommodation descriptions, you may be asked to pay a charge. Here are a few examples of what you might expect to pay for locally, but always check first as there may be others:

- Poolside and beach cabanas
- Entertainment and activities away from your accommodation
- Hotel operated Children's Clubs and meals for infants
- Meals and beverages from restaurants and bars at your accommodation
- Safety deposit facilities, room service, mini-bar, TV/ satellite TV, telephone calls, air-conditioning and sea views
- Facilities and equipment such as pool towels, spas, whirlpools, indoor pools, sauna, table tennis, billiards and darts and other sporting equipment
- Locally collected taxes including, for example, airport departure taxes and local city/resort taxes payable at hotels on checkout (such as the European City Tax)

## **Special Offers**

Any offers we make available are dependent on certain conditions being fulfilled, to gain the best from the offers featured. Please ask your travel consultant for full details and offer conditions. Most offers must be booked at the time you make your reservation; others are subject to availability on your arrival at the hotel but must be requested when you book the holiday. Please note that many offers cannot be combined, stays on free night offers must be consecutive and where applicable and unless otherwise stated, offers of room upgrades shown in our brochures or on our website will be determined by availability when you travel and your room will be allocated on arrival at the accommodation. If your room is upgraded, please note that this will not necessarily be to the next highest category featured in our brochures or on our website, as we do not sell all room types at all hotels.



#### Hotel Run Kids Club

Standards and facilities at kids clubs' featured in our brochures or on our website may vary. We are unable to accept responsibility for or give any guarantee for the standard of the facilities and qualifications of personnel at hotel run clubs. Kids Club(s) may not meet standards of similar facilities in the UK and guests are strongly advised to remember that local standards and requirements in respect of such clubs may differ overseas and so you must ensure that you are completely satisfied with the facilities and staff providing this service before you enrol your child or children into the club and into the clubs' care.

## **Groups & Conventions**

Some of the larger hotels play host to groups and conventions and we shall do our utmost to let you know at enquiry stage if any of these groups coincide with your chosen holiday. However, sometimes we are not informed and unfortunately, we have no control over the situation whatsoever.

## Early Check In & Late Check Out

At some of our featured destinations, flight arrival times are early in the morning and you will arrive at your accommodation before the normal check-in time. In these circumstances, it is highly recommended that accommodation is reserved from the night before allowing an immediate check—in. Similarly, many flight departure times are late in the evening, after normal check-out time. In this instance, we recommend accommodation is reserved until the day after departure allowing a late check-out. Our Luxury Travel Specialists will advise you at the time of booking if either of these situations apply to your individual holiday arrangements.

## Accommodation Maintenance

From time to time it will be necessary for certain facilities to be withdrawn for general maintenance purposes. We will do our upmost to advise you at the time of enquiry.

## YOUR VILLA, YACHT OR PRIVATE ISLAND

The villas, yachts or private islands featured by If Only are not only booked directly with the owners but also via management agents throughout the world who act as agents for the owners of the villas, yachts or private islands "The Owner(s)".

## Minimum Letting Period

During high season, the usual minimum letting period for all of our featured properties is one week however this may be more depending on the destination. In most cases the usual changeover day is either a Saturday or Sunday but do please check with your Luxury Travel Specialist. During other seasons there may be more flexibility, so shorter stays and different start days may be available on request.

## Occupancy

Reservations will only be held for those clients detailed in the original reservation. If Only must be advised of any additional guests not included in the original reservation and these will be charged as extra. Please note that our contracts with our suppliers mean that we will not accept any more clients than the property's maximum occupancy. Only the guests named at the time of booking may occupy the property. If we or the villa supplier are made aware of

additional guests occupying the villa, clients will be asked to leave. Infants (children under 2 years old on date of return) are not usually included in occupancy figures, however the number of infants permitted is usually limited – please ask your Luxury Travel Specialist for details. Children over 2 years old, (even if staying in a cot), will be counted as part of the villa occupancy. Extra beds are available only if within the property's maximum occupancy, or by prior arrangement with the supplier, and are chargeable. The exception may be when double beds make child occupancy difficult. They may consist of a convertible sofa-style bed.

#### **Additional Rental Conditions**

Parking a caravan or pitching a tent is not allowed. Villas/yachts/ private islands are rented for private use only. If you intend to use the property for commercial use (such as a photo shoot) you must inform your Luxury Travel Specialist at the time of your booking enquiry. We will request permission from the villa/yacht/private island supplier, but cannot guarantee it until they have replied to us in writing and informed us of any conditions. Insurance cover is not included for commercial use and you will be required to sign a disclaimer accepting responsibility for any damage caused. Guests intending to use the villa/yacht/private island for a private party or wedding must inform If Only who will seek any necessary permission required. Insurance cover is not included for private parties or weddings and you will be required to sign a disclaimer accepting responsibility for any damage caused. A larger deposit or earlier payment terms may be required and these will be advised by a member of our luxury specialists team. Guests may entertain friends at the villa/yacht/ private island during their stay. However this must be within reason, so as not to cause excessive workload to house staff. Breaking any of these conditions may result in clients being asked to vacate the villa/ yacht/private island without refund. As we have been caught out on private island bookings before.

## **Check-in and Check-out Times**

As with most hotels, villas, yachts and private islands have a standard check-in time (usually from 3pm to 7pm) and check-out time (usually between 10am and 12 noon). However, depending on whether or not the property has been occupied by other guests prior to your stay, an early check-in may be available if required. Similarly, if the property is not expecting guests on the day of your departure, arrangements can be made for a late check-out to accommodate you if your flight isn't until early evening. Usually extra charges will apply. Alternatively, if the property is located close to one of our featured hotels, we would be more than happy to try and arrange a day room on your behalf.

## **Local Representatives**

Our local representatives can be contacted throughout your holiday to help, assist and provide you with information.

## Villa Food and Drink Arrival Packs

When not included in the price, details of food packs can be given and we highly recommend that you request one to be placed in your villa. A standard arrival pack includes drinks and food items suitable for your first dinner and breakfast, although groceries can easily be provided for weekend and holiday arrivals. Payable locally, prices do vary and full details will be given to you at the time of booking.



#### **Meals and Meal Times**

If your property has appropriate resident staff, it is probably a good idea to discuss your dining preferences, including preferred meal times, with either the Housekeeper or the Cook, the morning after your arrival. If you have any particular dietary requirements, such as vegetarian meals, we would ask you to let us know in advance. Most menus tend to be planned around local produce and the staff are best placed to know which shops and markets are suitable for such purchases. In some cases, the Housekeeper or the Cook will do your shopping for you, however, please note that in many cases you will be responsible for their transportation to and from the supermarket. Food and drink can either be paid for at the end of every shopping expedition, on a weekly basis, or at the end of your stay. To prevent any unwelcome surprises though, it is always a good idea to keep track of the amount. The supermarkets and villa management companies do accept major credit cards, but please note that if you are paying the staff directly, cash is normally required.

#### Cooks

'Cook included' means that the services of a non-resident/resident Cook is included in the property rental. Days and hours of availability will vary from property to property, so too will the standard of the Cook who can vary from a local Cook to a fully trained Chef. Alternatively, a Cook or Chef's services may be arranged on request at an extra cost where available. Please note that in some cases the service may be provided by a local Cook who may also double up as the Maid. Please ask your Luxury Travel Specialist for more details. Once booked it is not possible to cancel the services of the Cook or Chef, (who may have turned down alternative employment). If your Cook or Chef becomes ill and unable to offer the service, If Only cannot be held responsible.

#### Maids

The days and hours worked varies from property to property. Minimum duties include cleaning the kitchen, bathrooms and communal rooms, though not always making the beds, linen is normally changed weekly. Most Maids can be hired for extra hours and for laundry services, payable locally. Generally, Maids do not work on Public Holidays.

## **Staff Gratuities**

The giving of staff gratuities at the end of your stay is customary, although this would obviously be commensurate with the level of service you have received. Gratuities are normally calculated as a percentage of staff salary. Further details and guidelines on gratuities will be given to you at the time of booking.

## Children Staying in a Villa, Yacht or Private Island

Our Luxury Travel Specialists will advise on the suitability of properties for children of different ages to try to meet the needs of your family to the best of their ability. We recommend that you make yourself familiar with potential dangers to curious children – pool areas, balconies, stairs, and hard surfaces in particular – and supervise the children in your travel party accordingly. We will always give you the fullest information we are able to obtain for you, but please let us know if you have any specific concerns or requirements when selecting your villa/yacht/private island.

#### Rental of Sundry Items for Infants

Where possible we can arrange rental of cots, high chairs, car seats, playpens, push-chairs and most other infant equipment. We are usually reliant on the suppliers for this and where available such items may not always conform to British Safety Standards, therefore we advise that you inspect items before use. You can expect items to be clean and checked for damage. Charges for cots include delivery and collection, but usually exclude bedding. We recommend bringing your own cot linen for your baby's comfort and hygiene and travel cot/s if possible.

## **Babysitting**

It may be possible to arrange daytime or evening babysitting – please ask your Luxury Travel Specialist who will contact the supplier. However, this cannot always be confirmed prior to your holiday. Costs are normally paid directly to the babysitter. It is normal courtesy for clients to arrange and cover the costs of a taxi for the evening babysitters. Please note that babysitters are not usually trained nannies and you are advised that on meeting them, you take the opportunity to satisfy yourself that you are happy to leave your child in their care. If Only cannot accept responsibility for unsatisfactory arrangements.

## Damage and Breakages

We appreciate that accidental damage and breakages can happen and request that these are reported to the villa management whilst in resort. Credit card details or a security deposit are taken at the time of booking or on arrival at the property to cover any costs incurred, we will write to you to inform you if this is the case before we deduct monies from your card. The lead client is responsible for the correct and decent behaviour of all members of the party. Clients are expected to behave reasonably and If Only reserves the right to terminate the holiday of any clients who indulge in serious misconduct, including reckless damage to any property or the breaking of any law. In such instances we can have no further liability and we may request compensation for any loss we may suffer, including legal costs. Where an inventory is provided, it is in your own interest to see that this is accurate so that any loss/damage is not wrongly attributed. Please inform If Only of any discrepancies/ malfunctions within 24 hours of arrival, after which time you will be deemed to be responsible. In the unlikely event that any dispute as to the amount of final charges to be deducted from the Security Deposit arises, we will, at your request, intervene with the owners or the Villa management agents to authenticate the claimed damage and mediate the dispute. However, since we have no facility for fact-finding or adjudicating the dispute, in most cases it will accept the owner's or villa management agents word as to the fact and the extent of the damage.

## **Equipment Failure**

If any of the equipment or machinery in your property or property's grounds breaks or stops working during your stay, please report it to your house staff who will take steps to get it repaired or replaced as quickly as possible. However, please be understanding should unavoidable delays arise (for example if replacement parts need to be ordered).



#### Security and Valuables

It is rare that you will encounter a break-in or attempted break-in, however please be vigilant and take the usual precautions – close windows and lock doors, activate burglar alarms if provided – to secure your property at night, when you are out or when leaving the property. Where possible, please use the safes provided to store valuables, documents and money – never leave them on show, (either in your property or in your rental car). If theft or damage to the owner's property occurs through negligence on your part the owner is entitled to seek compensation from you. No refund can be given should you decide to vacate the property as a consequence of a burglary unless it can be proven that the Owner has failed to inform you of anti-burglary systems in the property.

## Air-conditioning and Heating

Where these facilities are available they may be payable, or when included excessive usage will also be charged at an additional cost, please ask your Luxury Travel Specialist at the time of booking. Logs for properties with fireplaces can sometimes be arranged, please ask your Luxury Travel Specialist for details.

#### **Telephones**

Most of our properties have telephones and you will be pleased to know on some of the (Caribbean) islands local calls are free of charge. However, some properties have an automatic debar on international calls and you will be advised of this when making your reservation. In general, you will be asked to settle any telephone charges on departure, but if this is not possible, it will be taken out of your security deposit or a bill will be forwarded on to the UK for settlement. We recommend that you bring a GSM telephone; however, we cannot guarantee that your chosen property will receive a signal.

## Internet Access

Many of our villas have internet access, (which can be WiFi, ADSL, dial-up, broadband) – please ask at the time of booking for up-to-date information. Whilst we try to ensure that many of our properties are equipped with internet access we cannot be held liable for any malfunctions or technical problems with Internet Service Providers. Please note that in rural areas this can sometimes be unreliable.

## Television/Satellite Television

Channels received will vary and may or may not feature English-speaking programmes. Similarly, satellite and cable television channels will vary. We cannot guarantee the provision of specific channels.

## Gardens and Grounds

These vary from property to property and gardeners are employed to maintain them. A gardener may be present at some point during your stay. New plantings and the frequency with which trees are chopped may mean that descriptions and images in our brochure or on our website differ from the actual gardens.

#### Access

The Owner or their representative shall be allowed access to inspect the property prior to your departure. They also have a right to access the property during your stay if urgent maintenance is required.

Gardeners and pool maintenance staff may enter the grounds during

your stay, normally very early in the morning. Maintenance staff cannot be refused entrance to the villa.

## **Swimming Pools**

These vary from property to property in terms of size, shape, depth and type of water, but are usually freshwater and unheated and they may not be available all year round. Pools will be cleaned and every effort will be taken to do this unobtrusively. Certain weather conditions such as high winds can mean that dust or debris can appear and the villa staff will address this. Where available, pool heating can be provided, which is usually at an extra cost – please ask your Luxury Travel Specialist for details and an estimated cost. Costs may be payable locally.

#### **Tennis Courts**

Private tennis courts, where available, vary and may not be considered suitable for expert players. Please check with your Luxury Travel Specialist about the provision of racquets and balls.

## Health and Safety

Your welfare is of utmost importance to us and we make every effort to ensure that you stay safe and get the most from your If Only holiday. Most of our properties have an information book available on arrival that you can refer to for information including contacts, fire and pool safety and information about the local area. Please familiarise yourself with the properties safety information and ensure all members of the party are made aware of potential risks and use the same care and attention as you would at home. Please take extra care around potentially hazardous areas including stairs, swimming pools, water features, balconies and low walls and ensure children are supervised at all times. Please also note that traffic may travel in the opposite direction to home and take extra care.

The villa management and agents use their knowledge to advice clients about safety and security precautions in each destination and we strongly recommend that you consult them should you have any safety or security concerns whilst at the property.

## **Electricity and Gas Safety**

Please take care to follow any instructions given for appliances and ensure that they are all switched off at night or when you are out. Do not tamper with any related fittings and ensure that faults are reported to villa staff immediately.

## **SKI ARRANGEMENTS**

Lift passes, ski and boot hire within Europe are normally arranged and purchased upon arrival with the help of the hotel's concierge. We do recommend pre-booking lift passes and arranging ski and boot hire within the USA and Canada to take advantage of early booking discounts. Please let us know prior to travel if you are taking your own skis or snowboards so that we can forward this information on to both the airline and the transfer company. Pre-booking is highly recommended and often essential for tuition (private or group), ski kindergarten and/or crèche reservations.

## SPECIFIC CRUISE INFORMATION

## Service Charges and Tipping

Service Charges and Tipping vary between cruise operators. Service charges and tips are generally applied in recognition of the service



you receive on board from all members of the crew, in a variety of locations. Many more crew behind the scenes support those who serve you directly and for this reason some cruise operators may require payment of service charges of tips in advance of travel. In some cases these service charges will be payable at the time of booking and shown on your confirmation invoice, in other cases they will automatically be added to your onboard ship account. Where charges are made at the time of booking and shown on our website and included on your confirmation invoices, these charges may range from around \$10-13 per person per day (or UK equivalent in sterling depending on the cruise ship). It may be possible to request these charges are removed from your booking and added to your on-board ship account. Please enquire with us at the time of booking. Please note that some cruise operators may leave tips at your discretion on board, or may expect you to reward good service in addition to payment of the pre-payable service charge. Where gratuities are payable onboard for e.g. drinks, beauty treatments, it is suggested that the amount of 10-15% is appropriate. For further details please enquire at the time of booking.

## Infant Minimum Age to Travel

The minimum age for infants to travel on a cruise is usually 6 months, however on selected cruises infants must be a minimum age of 12 months.

## **Swimming Pool Restrictions**

On certain cruises, children under 2 years are not permitted to use the swimming pools. Due to U.S Public Health Service (USPHS) regulations, young children in nappies/pull ups (including swim safe varieties) may not use the pools or whirlpools. Please check details at the time of booking.

## **Laundry Facilities**

There will be laundry and dry cleaning facilities available on the cruise and prices will vary by garment type. On selected cruise ships there may also be a self-service laundry available.

## **Dining Times**

There are usually two seating times for meals in the main restaurant on an evening, these times will vary for different cruise operators, the times will usually be between 6pm – 9pm, although there will be other options available on board the cruise. Some cruise ships may also offer 24 hour room service.

## Voltage

The onboard voltage on the majority of cruises is 110/220AC.

## **Payment for Onboard Purchases**

On most cruise ships a credit account system will be operated. This usually requires the pre-registering of a credit card. All on board purchases will then be signed to your account which will then be required to be settled at the end of your cruise. If you do not have a credit card to pre-register you will be required to deposit a minimum of £150 cash per passenger per day, or the equivalent, with the cashier on day 1 of the Cruise. This amount must be replenished during the cruise when expenses exceed the deposit. If all the deposit is not used then the balance will be returned with the bill. Most of the cruise ship operators will not accept personal cheques and certain bankcards, please check before you travel.

#### **Embarkation**

Embarkation at most cruise terminals will commence approximately 2–3 hours prior to sailing with all passengers required to be checked in no later than 1 and half hours before the particular cruise sailing time. Exact details of when/where to check in will be detailed on your cruise tickets/information.

#### THE PRICE

#### **Our Pricing**

All prices and offers shown throughout our brochures (or website) are for guidance only and subject to availability at the time of booking. Our holiday prices are based on specially negotiated airline, hotel and transfer rates, which can increase, decrease or be restricted. Should our special rates not be available, we shall advise you immediately and offer you the option to reserve your holiday at the higher published rates. We reserve the right to change prices. We advise that you contact us for the most up-to-date holiday price. A tailor-made quotation will be provided at the time of your enquiry. Please note that in the case of a villa/yacht/private island, prices should not be taken as an indication of the standard of the villa/yacht/private island, as prices vary according to a variety of factors including amenities, size and location.

#### What the Price Includes

Unless otherwise stated, all flight inclusive package prices shown throughout our website or brochures include the following:

- All international and internal economy flights (where applicable and excluding UK regional flights)
- Accommodation (grade as shown) based on two persons sharing
- Private transfers (shared for some destinations)
- Meals as shown (where applicable)\*
- ATOL Protection (APC)
- Taxes & Charges
- Air Passenger Duty & Security
- Aviation Fuel Costs

\*Restrictions may apply at hotel restaurants – e.g. when a price is based on half or full board basis and there is more than one restaurant at the hotel, some of the restaurants may levy an additional supplement or give a credit towards a meal in another restaurant. Unless otherwise stated all extras will be at a charge.

## What the Price Excludes

- Where spa or beauty facilities are listed, treatments will be at an additional cost unless otherwise stated
- Insurance
- Optional excursions
- Charges made by the accommodation see local charges
- Excess baggage on aircraft excess baggage charges will
  apply if you exceed your allowance and/or you take sports
  equipment. Please refer to the section titled Carriage of Sports
  Equipment in the 'Flight' information section for more details.