



# Morgan Travel Booking Conditions

If you're only asked to pay a deposit at the time of booking, the remaining balance of the cost must be paid no later than the balance due date advised by your travel agent (which may be more than 14 weeks before departure date), or the date stated on your booking confirmation (if you booked by phone or online). At the very latest, full payment must reach us by 14 weeks before your travel date.

**PLEASE NOTE: IF YOU DO NOT PAY ON TIME, WE HAVE THE RIGHT TO CANCEL YOUR BOOKING AND TO RETAIN OR MAKE A CANCELLATION CHARGE IN ACCORDANCE WITH THESE BOOKING CONDITIONS.**

## Method of Payment

Credit Cards: We accept Barclaycard/Visa, Access/MasterCard. If you use this method of payment we'll charge a credit card handling fee of which will be advised at the time of booking. Debit Cards: we accept payment by most forms of debit card. We will not charge a handling fee for payment by this method.

Prevention of Fraud: We will ask you to provide your credit card or debit card billing address and cardholder details when you book. Please ensure that the details you give match those on your credit card billing statement. We reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied to us. To help combat fraudulent activity, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

**Special Requests:** If you have a special request for something that is not automatically part of your booking (e.g. quiet room, low floor room, vegan meal on the flight, etc), please make the request at the time of booking. We will pass your request on to the relevant supplier to ask if they can provide what you want. Special requests are not guaranteed to be met – even if we've made a note of your request on your invoice. That just means we've received the request and have passed it on to the supplier. We will not pay compensation for failing to meet a special request unless we've confirmed separately in writing to you that the request will be met.

## C3.. Confirming Your Booking With Us

Once you've booked we'll issue a confirmation invoice setting out the travel details and price. A contract will exist when we or the Principal issues the confirmation invoice. **Please check the details on your confirmation invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your booking agent, immediately.** As mentioned above, pay particular attention to the date your final payment is due as we may cancel your booking if you don't make your final payment on time. If we do this we'll keep your deposit. If we agree to extend the deadline for you to pay the final payment at your request, and you still fail to pay by the agreed new deadline, we'll cancel the booking and you'll be liable to pay cancellation charges in accordance with the scale set out in the paragraph B4, 'Cancellation By You' or as required by the Principal you've contracted with.

## C4. Insurance

It is a condition of our contract with you that you have suitable insurance cover for the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please ask your Freedom Travel for more details. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

## C5. 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 e-mail in the form of an e-ticket if you supplied an e-mail 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 2 weeks prior to departure.

**IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT US IMMEDIATELY.**

For bookings made within 7 days of departure, it may be 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. In such cases, tickets will either be sent to you or to the departure airport, and this will be advised at the time of booking. Please note that the delivery charge is non-refundable.

## C6. Suppliers' Conditions

Our third party suppliers also have their own terms and conditions. They govern the services they provide and you'll be bound by these, even if you have a contract with us. In the event of any conflict between a supplier's terms and conditions and these booking conditions, the supplier's terms or condition that conflicts with ours will take precedence, unless it is deemed under English law to be invalid or unenforceable, in which case the relevant term or condition in our booking conditions will prevail. Some of our suppliers' conditions may limit or exclude their liability to you and, because they'll apply to your contract with us, may also limit or exclude our liability to you. Suppliers' terms and conditions are often subject to international conventions too, which limit their (and our) liability. You can get copies of the relevant supplier's terms and conditions if you ask us.

## C7. Transport Timings, Check-in and Other Details

Travel timings are provided by suppliers and are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

**Check-in:** If you fail to check in on time, the transport provider is entitled to refuse to allow you to board the flight/cruise. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your destination, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return travel arrangements. No refund can be made for any unused arrangements.

You must check-in at least 1 hour prior to departure for all flights (other transport services may vary, check your documentation carefully). 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. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

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

**Flight Detail:** Joint Services: Please note that two airlines may share the same services; therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket. If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

## C8. Travel Documents And Health Advice

It's your responsibility to make sure everyone travelling has valid travel documents (e.g. Passport, Visa) and has followed health advice. For up to date UK Government health & travel advice please visit [www.fco.gov.uk](http://www.fco.gov.uk), [www.tpa.org.uk](http://www.tpa.org.uk) and [www.nahnac.org](http://www.nahnac.org) and contact your GP. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website: We can't accept any liability for your failure to do this. If we or your carrier are fined because anyone on your booking didn't have the correct documents/vaccinations, etc., you'll have to reimburse us.

## C9. Advance Passenger Information

To comply with UK and International regulations on Border Control and Aviation Security, before travel you must provide passport and certain other information, for each person travelling, to the airline that is going to carry you ('Advance Passenger Information' or 'API'). Please check your booking documents for details of how and when to submit this information. Failure to provide API by the deadlines stated (which may be several weeks before travel), could mean you can't travel or, if the airline/cruise operator allows you to submit the information at the airport/port, you may be charged for this.

## C10. Disabled Travellers and Passengers with Reduced Mobility

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. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements and for further assistance please advise your Freedom Travel if you have a medical / mobility problem / condition or disability which may affect your holiday, please tell us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as we or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

**Overseas accommodation and services:** 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. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, 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.

**Flights:** If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise that you contact your Travel Advisor before making your reservation. This will enable your Travel Advisor to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

## Cruises:

(i) We and our third party cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on cruises.

(ii) If you (or a member of your party) have a 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 and you must be accompanied by a traveling companion fit and able to assist you. For convenience and comfort collapsible wheelchairs are strongly recommended. Cruise ships' wheelchairs are for emergency use only. We and our third party cruise suppliers reserve the right to refuse passage to you if you fail to notify us and our third party cruise suppliers of such disabilities or need for assistance or who in our opinion is unfit for travel or whose condition may constitute a danger to themselves or others on board.

You acknowledge that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, ship building requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Standard cabins on cruise ships are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self-sufficient and/or must travel with a companion able to provide any assistance needed during the holiday. You may not be able to participate in certain activities or programs either on board the ship or onshore at ports of call if to do so would create a risk of harm to yourself or any other person.

## C11. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as Banks and credit card companies, or the police); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services from the Member(s) of The Freedom Travel Group Ltd and carefully selected third parties. If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via our web site, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via our call centre as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to:

The Company Secretary, The Freedom Travel Group Ltd, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ

If you wish to opt out of receiving marketing communications from us, please advise one of our sales consultants or make the appropriate opt out choices on the website when you book.

## C12. Your Responsibility

We want all our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the effect they may have on others. If we (or another person in authority) believe your actions could upset other customers, our suppliers or our own staff, or put the min danger, your holiday/ travel arrangements may be ended and this could mean we or our suppliers may either ask you to leave your booked accommodation, or prevent you from boarding the aircraft. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft. If this happens, we will not pay compensation, make refunds, or cover any expenses you suffer as a result.

If your behaviour or the behaviour of any members of your travelling party causes any aircraft to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion. We cannot accept liability for the behaviour of others in your accommodation, flight, or for any facilities/services withdrawn as a result of their action.

## C13. Complaints

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone.

The address to send complaints to is: **Customer Relations Department, The Freedom Travel Group Ltd, 4th Floor, Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY.**

We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the ABTA Code of Conduct and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## C14. Fraudulent complaints or claims

We accept that there are times when we need to compensate if things go wrong on one of our holidays, but we are aware that some holidaymakers are being encouraged to make fraudulent claims for compensation. We're committed to the prevention and detection of fraud to protect our customers and to try to keep the cost of our holidays as low as possible. We work with fraud investigators to help us identify fraudulent claims and if any complaint or claim is proved to be fraudulent in any way, such as, falsely claiming to be affected by an illness resulting from eating at the hotel, or exaggerating the effect a minor illness had on the enjoyment of the holiday, we'll take appropriate legal action to recover any sums that may have been paid out. We reserve the right to refuse to accept any future bookings from the person or people involved. Ifs a criminal offence to make fraudulent claims therefore we may also put the matter into the hands of the Police.

## C15. Your Financial Protection

The flight inclusive Packages and Flight Plus bookings provided by us from the UK are financially protected by the ATOL scheme, since we hold an ATOL granted by the CAA. Our ATOL number is 6042. When you buy a flight inclusive Package or a Flight Plus booking from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it may not be possible for the CAA to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or against your credit card issuer, where applicable). Where you book with us via your travel agent, payments you make to that agent will be held by the 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 pass on such payments to us for so long as we do not fail. In the unlikely event of our failure, any of your payments held at that time by the agent or any payment subsequently accepted from you by the agent, is and continues to be held by the 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.

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you book a Package that does not include a flight, financial protection is provided by the bond we hold with ABTA.

Where we act as an agent for other ATOL holders, your booking will be financially protected by the ATOL holder, named on your ATOL Certificate.

For any other non-package bookings or single components, your arrangements may not be financially protected. If this is important to you, please enquire at the time of booking or arrange suitable travel insurance to protect you.

## SECTION D. Cruises

The following terms, in addition to the cruise operators booking information apply to all bookings with us that include a cruise.

### D1. Cruise Bookings

It is the customers responsibility to settle all of their on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information that may have been provided by you.

### D2. Pregnancy

Cruise ships don't have adequate medical facilities for childbirth on board. Cruise ships will not carry you if you've 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 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. We can't accept a booking or subsequently carry you unless you comply with this section. If you're pregnant and made a booking (or made a booking on behalf of a pregnant passenger) before it could reasonably have been known that you or the passenger wouldn't be able to join the cruise because you've entered or passed the 24th – 28th (as the case may be) week of pregnancy, if we can obtain a refund or part refund of the cruise element of your booking from the cruise operator, we'll pass this on to you, but we shall otherwise have no liability whatsoever to you, to provide a refund of other arrangements you've booked with us (such as flights or accommodation). We and our third party cruise suppliers expressly reserve the right to refuse passage on board to you if you appear to be in an advanced state of pregnancy and we shall not have any liability whatsoever in respect of either such refusal and/or your carriage.

### D3. Advance Registration, Check-In And Travel Timings

To comply with Government and security requirements, cruise ship operators will require you to register your details with the m 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. We accept no responsibility for such consequences.

For cruises you are advised to be onboard 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 fail to check in on time and/or fail to arrive to embark on time at any port or place, the cruise provider is entitled to refuse carriage. We cannot accept responsibility or liability if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements, any cost or loss incurred as a result will be your responsibility. Such costs associated with transportation to re-join the cruise ship may include, Government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees.

All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

### D4. Gratuities And Service Charges

The cruise operators' policies regarding onboard gratuities and/or service charges for the services provided by their staff vary. Most cruise operators apply one or more of the following policies:

- Gratuities or Service Charges may be left to your discretion;
- A daily charge may be automatically added to your onboard account which can be removed on request
- A charge may be included in the price of our cruise Packages, which you pay in advance of travel. Where this applies it may be possible to ask for the charge to be removed and added to your onboard ship account;
- Some cruise operators may apply a compulsory daily service charge to your onboard account but do not expect you to tip at all during the cruise.

Whichever scheme the cruise operator uses, 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.

### D5. Contagious Or Infectious Diseases Affecting Your Cruise

At any port or place the Cruise operator may refuse to embark or may disembark any customer who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other customers or the crew. In such cases you shall not be entitled to any refund of the Package cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses you incur as a result. In cases of quarantine of the ship involving your detention, you must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred by you.