

9. WEBSITE CONDITIONS

This website is operated by Booking The Bucket List (“we”, “us” or “our” in these conditions).

We are a Member of The Midcounties Co-operative Travel Consortium. By accessing, using, browsing or booking on this website you agree you have read, understood and are bound by these Website Conditions and by the booking conditions of the principal you enter a contract with. Nothing on this website shall constitute an offer to provide goods or services.

The holidays and other services on this website are only available for purchase by those who are aged 18 or over, who are making the purchase from within the UK and who have a UK address to which booking documentation may be sent. The business and the services we offer are governed by the applicable laws of England and Wales. We are not licensed to trade outside of the United Kingdom therefore we cannot accept booking requests from individuals who are not based in the UK. We do not accept bookings made by travel agents or other agents appointed on behalf of members of the public. Any bookings made in contravention of these conditions will be invalid and will be cancelled. In such circumstances, a refund will be given (less any charges we incur from the supplier), but we also reserve the right to charge an administration fee of £100 per booking.

No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this site, the services offered, or any information relating to such services and our business in any respect with any laws of any country other than the laws of England and Wales. Access to this site is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with exclusively by the Courts of England and Wales (unless you have booked your holiday in Scotland or Northern Ireland, in which case any disputes may be dealt with in the local courts in either country, as applicable). We reserve the right to deny access to this site at any time without notice. Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this site and/or to any services offered via this website.

The Co-operative Travel Consortium part of The Midcounties Co-operative Ltd is a member of ABTA, which means you benefit from booking with an ABTA member and we can sell ATOL protected flights and flight inclusive packages as Agent for ATOL holders. **Head Office:** The Waterfront, 62 Wolverhampton Street, Walsall, West Midlands, WS2 8DD. **Registered Office:** Co-operative House, Warwick Technology Park, Warwick, CV34 6DA. Registered in England as a Community Benefit Society under No.19025R.

When you use this website you agree to be bound by the following obligations:

- You accept financial responsibility for all transactions made under your name or account
- You confirm you are 18 years of age or over and have legal capacity to make a booking.
- You warrant that all information you provide about yourself or anyone else is true and accurate.
- You will not use this site for speculative, false or fraudulent bookings.
- You will not use this site to transmit threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful.
- You will not modify, copy, transmit, distribute, sell, display, license or reproduce this site or any of its content in any way, except that one copy of any information contained within this site that is relevant to you or your booking may be made for personal, non-commercial use.
- You will make use of the security devices that we offer on this site and you will keep any passwords secret.

The booking conditions of the principal contain limitations and exclusions of liability to any person(s) who books and/or takes any of the holidays and/or travel arrangements advertised on this site. Cancellation and amendment charges are payable if a booking or other purchase is cancelled or amended by you after it has been confirmed. No warranties, promises and/or representations of any kind, express or implied,

are given as to the nature, standard, suitability or otherwise of any services offered via this website. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this website and/or use of or access to any other information or material via web links from this site or any inability to access or use this website. These exclusions of liability apply only to the extent permitted by law. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

Access to this website is free and you access and use it entirely at your own risk. This site is provided on an 'as is' and 'as available' basis. We accept no liability in respect of your inability to access or use the site at any time, nor for any failure to complete any transaction. We do not warrant that the site is free from computer viruses or other properties that may cause loss or damage. We do not accept any liability for any losses or claims arising from the downloading of viruses, or from the loss, corruption or other adverse effects to material that is downloaded or to any programs or data already on your own computer, nor for any website browser incompatibility problems. We accept no liability for breaches of security arising out of intentional and/or unauthorised attempts to access this site, for example, by computer hackers. We accept no responsibility for any material supplied for this site by independent contributors. The inclusion of any links on this site does not imply that we endorse or accept any responsibility for the linked site, its content or its provider. Access to a linked site will be subject to that site's own terms and conditions, to which you must refer.

We reserve the right to change or update these Website Conditions from time to time without prior notice to site users. The current version of the Website Conditions will be displayed on this website from the date on which any changes come into effect. Continued use of this website following any changes to the conditions of use shall constitute your acceptance of such changes.

The holidays and prices advertised on this website are not 'live'. Although prices and availability of holidays are updated very regularly, holidays are subject to availability and prices can change at any time. When you make a search on our website for a specific holiday, our website will then check the live availability and the current price with the tour operator's reservations system, therefore please allow for changes to occur before your final price is confirmed.

We may change any of the content of this website at any time without notice and without liability to you, including adding or removing discounts, offers, holidays, or other features or services. We take all reasonable steps to ensure that all information on this website is accurate but cannot guarantee that this website is free of any errors. If any price shown on this website is obviously a mistake (i.e. is so low that any person, acting reasonably, would realise that it cannot be an accurate price), then any booking made based on such price will not be valid and we will be entitled to cancel any such booking and to provide you with a full refund. The prices and discounts shown on this site are applicable to bookings made via this site only and may vary from prices available via any other booking channels.

We reserve the copyright and all proprietary rights in this website and all its content. All intellectual property rights (including, without limitation, copyright and rights in and to databases and trade marks) subsisting in this site and its content, and in the software and source materials used in connection with it, are owned by us or by our parent or affiliate companies or by our licensors. The trading names and any other marks, logos and graphics displayed on this website are registered trade-marks and you are not granted any right or licence to use them.

10. BOOKING THE BUCKET LIST'S TERMS OF BUSINESS

Booking The Bucket List Terms of Business

THESE TERMS APPLY FOR NEW BOOKINGS FROM 1 JULY 2018. FOR EARLIER BOOKINGS THE TERMS PROVIDED AT THE TIME OF BOOKING WILL CONTINUE TO APPLY.

Except where otherwise specified, we The Midcounties Co-operative Limited act only as an agent or sub-agent in respect of all bookings we take and/or make on your behalf.

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with one company or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. The supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers. Our Agency Terms are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

1. Booking and Payment When you make a booking you guarantee that you have the authority to accept and do accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. If you have paid a 'low deposit' the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

2. Accuracy of 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 arrangements at the time of booking.

3. Insurance Many suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

4. Special requests If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

5. Changes and Cancellations By you Any cancellation or amendment request must be made by the lead name and sent to us in writing, by email or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition we may charge an administration fee of £25 per person.

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

By the Supplier We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

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

7. Financial Protection. All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service then this might not apply. . If we sell you a Tour Operators Package we may also sell you a separate travel service from another supplier. As a Package is not a travel service in itself, the Tour Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser according the Package Travel and Linked Travel Arrangements Regulations. Package holidays are protected by the package organiser and we will provide you with their confirmation. 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.

A) **WHEN WE SELL FACE TO FACE.** If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

B) **WHEN BOOKING ONLINE.** If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

C) **WHEN WE SEND LINKS TO OTHER WEBSITES.** If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel Regulations. Therefore, our company will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services A) during the same visit to or contact with our company, B) during the same visit to our company's booking website, or C) via links we provide not later than 24 hours after receiving the confirmation of the booking from our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our

insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

We have taken out insolvency protection with ABTA – The Travel Association. You can contact ABTA at 30 Park Street, London, SE1 9EQ; claims@abta.co.uk; 0203 758 8779) if services are denied because of our insolvency. Note: This insolvency protection does not cover contracts with parties other than with us, which can be performed despite our insolvency.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

8. Passport, visa and health requirements. We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances in good time before your departure..

9. Accommodation Ratings, Standards and Information. All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

10. Complaints Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to us. You will see our name and contact details in any confirmation documents we send you. If the matter cannot be resolved and it involves us or another ABTA member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute. See clause 13 and www.abta.com

11. Final Travel Arrangements Please ensure that all your travel, passport, visa and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport. For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

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

13. ABTA We are a member of ABTA, membership number N0787. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.