

General Terms and Conditions for Booking

Introduction

These General Terms and Conditions for Booking (the "**General Terms and Conditions**"), along with the information set out in your booking confirmation email (the "**Booking Confirmation**") set out the terms on which Expedia, Inc. agrees to make available the Services to you through the Website (see defined terms below).

These General Terms and Conditions, the Booking Confirmation and the relevant Rules and Restrictions also set out the terms on which the Travel Service Providers agree to provide the Services to you.

The Services made available by Expedia (as defined below) and Third Party Providers via this Website can only be used by Customers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate acceptance button at the time of booking on ebookers.com. If Customers proceed with a booking on the ebookers.com website or via the ebookers call centre, these General Terms and Conditions will apply to that booking. It is not possible to proceed with the booking process without this acceptance.

Customers undertake to fulfil the obligations contained within these General Terms and Conditions. The agreement between Customers and the applicable Travel Service Provider comes into force as soon as Expedia provides written confirmation of a booking to Customer with the Booking Confirmation.

Customers should save and/or print a copy of these General Terms and Conditions for future reference when making a booking.

Article 1. Definitions and scope

1.1. Definitions

The following definitions have the same meaning whether they are singular or plural.

'**ATOL Certificate**' means the certificate that is sent to the Lead Customer following a Package Booking which sets out various details of the booking and provides proof the booking is protected by the ATOL Scheme.

'**Customer**' (or "**you/your**") means a customer who reserves and/or books one or more Services offered on the Website.

'**Destination Service**' means the offering of tickets to events, activities or tourist attractions at travel destinations, such as concerts or guided tours also known as 'ebookers Local Expert' on the Website.

'**Ebookers Travel**' means Travelscape LLC, a company incorporated and resident for all purposes in the USA whose registered office is 10190 Covington Cross Drive, Suite 300, Las Vegas, NV 89144.

'**Expedia**' means Expedia, Inc. and/or Ebookers Travel.

'**Expedia, Inc.**' means Expedia, Inc, whose registered office is at 1111 Expedia Group Way West, Seattle, WA 98119, USA.

'Failure' has the meaning set out in Article 3.6.5.

'General Terms and Conditions' means these general terms and conditions for booking and use, as amended from time to time.

'Lead Customer' means the Customer who makes a booking for themselves and/or on behalf of others under the same booking.

'Linked Travel Arrangement' means the same as the definition of a "linked travel arrangement" in the Package Travel Regulations.

'Package Holiday' means the same as the definition of a "package" in the Package Travel Regulations.

'Package Travel Regulations' means The Package Travel and Linked Travel Arrangements Regulations 2018.

'Rules and Restrictions' means the terms and conditions applicable to the Services provided by the Third Party Providers (including, amongst others, accommodation provider rules and restrictions, airlines' conditions of carriage, individual train operating companies' terms and conditions plus the National Rail Conditions of Travel – any references to the National Rail Conditions of Carriage on the Website refers to the National Rail Conditions of Carriage).

'Service(s)' means a service offered on the Website, such as, air transport services, accommodation services, car hire services, rail transport services, Destination Services, or Package Holidays.

'SilverRail' means SilverRail Technologies, Inc. whose registered office is at 300 Trade Center, Suite 6700, Woburn, MA 01801.

'Travel Service Provider' means the provider who makes the Services available - for example an accommodation provider, airline, car hire company, tour operator, Ebookers Travel, activities provider and/or rail company.

'Third Party Provider' means a party, other than Expedia who, (a) makes the Services available to the Customer directly or (b) fulfils the Services where Ebookers Travel makes the Service available to the Customer.

'TPX' means Travel Partner Exchange S.L. whose registered office is Paseo Milicias de Garachico 1, Edificio Hamilton, oficina 79 38002 Santa Cruz de Tenerife, Canary Islands, Spain.

'Unavoidable and Extraordinary Circumstances' has the meaning set out in Article 3.6.7.

'Website' means the ebookers-branded website www.ebookers.com and the ebookers.com mobile application.

'Website Terms of Use' means the terms of use that govern the use of the ebookers.com website as provided here: <http://www.ebookers.com/terms>

1.2. Scope and your relationship with Expedia

Expedia, Inc. operates the Website which acts as an interface between you and the various Travel Service Providers offering the Services. When you make a booking for a Service using the Website, you will be entering into a contract with the relevant Travel Service Providers for that Service.

These General Terms and Conditions apply to the offering and providing of Services via this Website and shall incorporate any applicable Rules and Restrictions which are made available to the Customer before any booking is completed and which the Customer also accepts at the moment that a booking is actually placed. It is the Customer's responsibility to familiarise himself/herself with these General Terms and Conditions and applicable Rules and Restrictions. The Rules and Restrictions for air transport services are made available prior to making a booking and the specific terms of the relevant Third Party Provider can be re-viewed [here](#). The Rules and Restrictions for rail transport services are made available prior to making a booking, and the train operating companies' terms and conditions can be found on their websites as listed [here](#) and the National Rail Conditions of Travel can be found [here](#). In the case of the booking of rail tickets, these General Terms and Conditions and the Customer's booking are also subject to the specific terms of Expedia's rail booking service supplier, SilverRail, which can be found [here](#). Specific accommodation, car or activity Third Party Provider Rules and Restrictions are provided prior to making a booking.

The General Terms and Conditions can be changed by Expedia Inc and the Rules and Restrictions can be changed by the Travel Service Provider at any time without prior notice, although such changes will not apply to bookings that have already been accepted by Expedia, Inc. on behalf of the applicable Travel Service Providers concerned. It is therefore essential that the Customer reads, saves and/or prints a copy of the General Terms and Conditions at the time the booking is placed, in order to be aware of the provisions in force.

Article 2. Booking via the Website

2.1. The Customer's legal authority

The Website helps the Customer to find travel products and to make the necessary reservations and acts as an interface in the transactions involved with the Travel Service Providers.

The Lead Customer must be at least 18 years old, be legally authorised to enter into contractual obligations at the time of booking, have the requisite consent or authority to act for or on behalf of any persons included in a booking and must use the Website in accordance with these General Terms and Conditions and the Website Terms of Use.

The Lead Customer must also ensure and hereby confirms that the details provided for all parties to the booking are full and accurate, that all parties agree to be bound by these General Terms and Conditions and that the Lead Customer has the authority to accept and does accept these General Terms and Conditions on behalf of all customers in the booking.

The Lead Customer is the person who is responsible for the booking, paying the deposit and the full price, making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking.

The Lead Customer agrees to check all descriptions on the travel documentation received after booking and to inform us immediately of any errors or instances including where

personal details do not correspond with those shown on the passports of those travelling under the booking.

The Lead Customer is responsible for his / her activities on the Website (financially or otherwise), including the possible use of his / her user name and password. The Customer guarantees that the information entered by him / her on the Website in relation to him / her and, if applicable, his / her travelling companions is accurate.

Any use of the Website that is fraudulent or is in conflict with these General Terms and Conditions shall be reason for refusing Customers access to the Services offered by Expedia and the Third Party Providers or to the other functionalities of the Website.

2.2. Confirming, changing and cancelling bookings (subject to Articles 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 4.2, where applicable)

2.2.1 Confirming

The Booking Confirmation, which includes the essential elements such as the description of the Service(s) booked and the price, will be sent to the Lead Customer by e-mail. If the Lead Customer does not receive a Booking Confirmation e-mail within 24 hours of placing the booking, he / she should contact Customer Services at support@chat.ebookers.com.

It is expressly agreed that the data stored in the information systems of Expedia, Inc., Ebookers Travel and / or Third Party Providers shall constitute proof with respect to the bookings made by the Lead Customer. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

2.2.2 Cancellation

Cancellations can be made for flights, Package Holidays and car hire by calling (+44) 020 3788 4829.

For accommodation bookings, cancellations can be made online by clicking on the “manage my hotel” [page](#) or by calling (+44) 020 3788 4829.

For rail, cancellations can be made online by clicking on “Manage Trips” and then “Itineraries” or by calling (+44) 020 3788 4829.

For other Services, change requests and cancellations can be made by calling (+44) 020 3788 4829 or online by accessing the Itineraries section of the Website.

All such requests will be dealt with on behalf of the Travel Service Providers concerned. Customers do not have an automatic right of cancellation unless such rights are provided by the individual Third Party Providers under their Rules and Restrictions (which are provided to the Customer prior to booking), or if you have booked a Package Holiday (see Article 3.6).

In the event of cancellation or partial cancellation of a booking, charges may be imposed by the applicable Third Party Providers - please refer to the Rules and Restrictions notified in the booking process for more details. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking.

If the Customer does not present himself / herself at the departure of the trip, refunds will only be due to the Customer in line with the applicable Rules and Restrictions as notified in the booking process.

If a Customer wishes to cancel any part of a booking, and if such cancellation is permitted by the applicable Third Party Provider, then an Expedia cancellation administration fee will apply in addition to any fees imposed by the Third Party Provider. Please see the table below for the specific fees applicable.

Service	Expedia cancellation administration fee
Accommodation	Nil
Flight (excluding low cost carriers where Expedia does not charge a cancellation administration fee)	£25 per passenger
Car	Nil
Package Holidays (excluding low cost carriers)	Flight - £15 per passenger Accommodation – Nil
Destination Services	Nil

Expedia reserves the right to cancel a Customer's booking if full payment for the booking, or any applicable cancellation fee relating to a booking is not received in a timely fashion.

For additional cancellation rights and restrictions relating to Package Holidays, see Article 3.6.

2.2.3 Change of booking

If after making the booking the Customer wants to change the trip with respect to the date of travel, the destination, the place where the trip starts, the accommodation or the means of transport, the Customer should call (+44) 020 3788 4829. A fee may be imposed by the applicable Third Party Provider in the event of a change to a booking – please refer to the Rules and Restrictions notified in the booking process for more details.

If a Customer wishes to change any part of a booking, and if such change is permitted by the applicable Third Party Provider, then an Expedia change administration fee will apply in addition to any fees imposed by the relevant Third Party Provider. Please see the table below for the specific fees applicable:

Service	Expedia change administration fee
Accommodation	Nil
Flight (excluding low cost carriers where Expedia does not charge a change administration fee)	£25 per passenger
Car	Nil
Package Holidays (excluding low cost carriers)	Flight - £10 per passenger Accommodation – Nil
Destination Services	Nil

In the case of rail travel bookings, where a ticket is eligible for changes to be made, the Customer will be charged an administration fee of up to £10 per ticket per person for any changes made. Please note that a journey can be made up of more than one ticket (see Article 3.4).

Expedia (and the applicable Third Party Provider) reserve the right to cancel a Customer's booking if full payment for any applicable change fee relating to a booking is not received in a timely fashion.

For additional rights and restrictions when making changes to Package Holiday bookings, see Article 3.6.

2.2.4 Reimbursements

In the event of a refund to the Customer after the above deductions, the relevant amounts will be transferred back by the party that took the original payment (such as Expedia or a Third Party Provider such as may appear on Customer's credit card or bank statement) to the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement. Customers should note refunds of (i) flight bookings may take up to 6 months; and (ii) rail bookings can take up to 9 weeks.

2.2.5 Restricted fares

Unless otherwise stated by the Customer, it is assumed that the Customer requires the least expensive travel Services. Such Services (e.g. "economy class" fares) may be provided without any possibility of modification or cancellation. In such cases, the Services cannot be provided in a different manner or at a different time or place to those contracted.

2.3. Travel documents

Except in relation to train tickets, the travel documents provided for a Service ordered through the Website will be sent to the e-mail address given by the Lead Customer when making his / her reservation. For tickets for a rail booking the Lead Customer can choose that these are (i) delivered to a Customer's address in the UK (provided that there is sufficient time for delivery) or (ii) to be collected from a station (subject to the station's opening hours).

In relation to ATOL Certificates, the Lead Customer will receive an email including a secure click-through link to their ATOL Certificate shortly after booking payment has been completed. In the unlikely event that the Lead Customer has not received the ATOL Certificate email within 48 hours of completing their booking payment the Lead Customer should contact customer support on (+44) 020 3788 4829 or email support@chat.ebookers.com.

Where a Lead Customer selected post as their delivery method for train tickets or for other Services in the unlikely event that physical travel documents are required, these will be sent to the address given by the Lead Customer when making his / her reservation. Travel documents can only be delivered to addresses in United Kingdom and will not be delivered to addresses in other countries. Expedia reserves the right to charge a non-refundable fee which will be notified at the time of booking to post or courier travel documents to Customers.

Expedia does not guarantee any delivery times and will not be responsible for physical travel documents sent by post or courier not reaching the Customer before the departure date (whether due to failure by the delivery service chosen or otherwise). Customers should allow sufficient time for the chosen delivery method to ensure that they receive their physical travel documents in advance of their date of travel. Please bear this in mind when selecting a delivery method for train tickets. It is the Lead Customer's responsibility to ensure that the address they provide for postal or courier delivery of tickets is correct.

If the delivery of travel documents via email is impossible because of an error made by the Lead Customer in providing his / her personal details, including email address, neither the Travel Service Provider nor Expedia, Inc. shall be liable.

Article 3. Specific Services

Expedia, Inc. operates the Website, which acts as an interface between the Customer and the Travel Service Provider with respect to offering and making available all Services.

The purpose of this Article 3 is to provide details of the terms and conditions of use of the Services provided by the Travel Service Provider for the Customer's information. These details are not exhaustive and do not replace the applicable Rules and Restrictions. In the event of any conflict or inconsistency between the General Terms and Conditions and the Rules and Restrictions which are incorporated into these General Terms and Conditions, the Rules and Restrictions will prevail. The Rules and Restrictions are made available prior to making a booking.

Except in the case of regulatory requirements to the contrary, these details do not give rise to any obligation or liability on the part of Expedia, Inc.

3.1. Air transport services

Air transport services may be offered separately or as part of a Package Holiday and, whether booked separately or as part of a Package Holiday, are subject to the applicable Rules and Restrictions (including conditions of carriage, fare rules and restrictions) of the Third Party Providers as well as the provisions of this Article 3.1.

The Rules and Restrictions may include restrictions on and/or charges for cancellation and changes. The Rules and Restrictions of the Third Party Providers of air transport services are made available prior to making a booking and the specific terms of the relevant Third Party Provider can be reviewed [here](#).

Any money paid to an authorised agent (for the purpose of the Air Travel Organisers Licensing Regulations 2012) of Expedia in respect of an Ebookers Travel flight-inclusive Package Holiday 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 Expedia for so long as Expedia does not fail financially. If Expedia does fail financially, any money held at that time by the agent or subsequently accepted from the Customer 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 Expedia.

If Expedia, Inc. receives payment on behalf of the Third Party Provider from the Customer for a booking of standalone air transport services, Expedia acts as agent of the Third Party Provider of the relevant air transport services. This means the Customer's contract for the air transport services is between the Customer and the Third Party Provider of the relevant air transport services. The Rules and Restrictions of Third Party Providers of air transport services can be reviewed [here](#).

Prices and fees for some low-cost flights originating outside of the UK may be in another currency (e.g. EUR), which we will provide an estimate for in GBP. The actual amount charged by the low-cost carrier may slightly differ due to varying exchange rates applied by different card issuers. In addition, your statement may include a non-sterling transaction fee charged by your card issuer to process the transaction. Expedia is not associated with these additional fees and will not be held liable for any fees relating to varying exchange rates and card issuer fees.

When you search for flights on this Website, for certain flights you may be redirected to the website of the Third Party Provider airline in order to complete your booking and make payment. Your contract for any such booking is made directly with the relevant Third Party Provider. Expedia is not associated with, or liable in respect of, any such bookings.

EU Community list

In accordance with EU regulations, details of air carriers that are subject to an operating ban within the European Community are available at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm.

3.1.1. Air transport terms and conditions

The Customer is responsible for complying with the instructions of the airline and/or tour operator, in particular with respect to flight check-in times. In particular, the Customer acknowledges and agrees that:

- Expedia has no control over the allocation of seats on any air transport, even if pre-booked with the airline, and does not guarantee that specific seats will be available on departure.
- Expedia has no control over any indications of the hours spent flying which are provided by the Third Party Provider of the relevant air transport services, which are given for guidance only and which are subject to alteration and confirmation.
- It is the Customer's responsibility to confirm his / her return flight in accordance with the requirements of the Third Party Provider of the relevant air transport service.
- If the Customer books a return journey and does not use the outward flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.
- In the case of special or charter flights, the name of the airline, the flight schedule, the aircraft type, the itinerary and possible intermediate stops are only given as an indication of the outward and return flights in the trip. In accordance with the applicable Rules and Restrictions, these flights, aircraft types and flight numbers can be subject to change, and can be moved by up to 24 hours, even after confirmation.
- Additional charges may be imposed by some airlines for meals, luggage, preferred seat selection, etc. Expedia is not responsible for such charges and information on charges shown on the Website are for information only and may be amended by airlines at any time.
- The Customer must comply with all applicable Rules and Restrictions on the carriage of pregnant women.
- The Customer must comply with the applicable Rules and Restrictions on the carriage of children and in particular that children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Unaccompanied children under 14 will only be carried in accordance with the applicable Rules and Restrictions.

The Rules and Restrictions of Third Party Providers of air transport services are made available prior to making a booking and can be re-viewed [here](#)

For further guidance on preparing for a flight please refer to Expedia's online Customer Support resources [here](#)

3.1.2 Combined one-way tickets

Expedia, Inc. may offer Customers the opportunity to book a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines.

Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a Customer to make changes to the other flight, the Customer will be responsible for any fees incurred for making changes to the unaffected flight.

3.1.3. Passport, Visa, Administrative and / or health regulations

International Travel: you are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Expedia has no special knowledge regarding foreign entry requirements or travel documents. We urge Customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

You may find information about these issues here: <https://www.gov.uk/foreign-travel-advice>

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Online medical advice for travellers can be found at the Department of Health's website currently located at <http://www.doh.gov.uk>. Otherwise, for medical advice regarding your journey, please contact your doctor.

Disinsection: Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information, see the [UK Civil Aviation Authority](#) website.

For UK citizens a valid 10-year passport is necessary for all holidays offered on the Website. Some overseas countries have an immigration requirement that a Customer's passport is valid for a minimum period after the Customer enters that country, typically 6 months. If a Customer's passport is in its final year of validity, the Customer is advised to confirm the requirements of the destination before making final travel plans. The name on the passport must match the name on the ticket, otherwise the Customer may not be able to travel and insurance may be invalid. If, after booking a holiday/Service but before travelling, any member of the Customer's party changes their name, e.g. as a result of getting married, Customer must notify Customer Services by calling (+44) 020 3788 4829 or by email to support@chat.ebookers.com.

British citizens are advised to consult the Identity and Passport Service for additional information on [passport requirements](#). For information on visa requirements, Customers are advised to contact the embassy of the country they propose to visit. Non-British citizens are advised to consult their embassy or passport office for information and advice on visa and passport requirements required for the countries they propose to visit (and for return to United Kingdom).

Please note: It can often take some time to obtain a visa so Customers are advised to apply in plenty of time. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or

into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Expedia, Inc. urges Customers to review any travel prohibitions, warnings, announcements and advisories issued by The Foreign and Commonwealth Office Travel Advice Unit prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found from the following sources:

- a). **Website** - <https://www.gov.uk/foreign-travel-advice>
- b). **Telephone number** - Foreign and Commonwealth Office Travel Advice Service on 020 7008 1500
- c). **Email** - TravelAdvicePublicEnquiries@fco.gov.uk

BY OFFERING TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, EXPEDIA DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK.

USA Visa Waiver Program and ESTA: All Customers wishing to enter or transit through the USA under the Visa Waiver Program (VWP) must apply for authorisation to travel using the Electronic System for Travel Authorisation (ESTA). Please allow sufficient time (at least 72 hours before departure) when making an ESTA application. For further information please visit the US Department of Homeland Security's website at <https://esta.cbp.dhs.gov>

A number of governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft. The data will be collected either at the airport when a Customer checks in or in some circumstances when the Customer makes his/her booking. Accordingly, the Customer is advised to allow extra time to check in for his/her flight.

3.1.4. Special fares

The flight routes offered may include special fares which offer the best price, but do not necessarily take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct is one where there is no need to change aircraft during the journey, however, stops may be made en-route for re-fueling or to let passengers on and/or off. Details of any stops will be given during the booking process and are clearly identified both on the Website and in Customers' Booking Confirmations.

Many, but not all, airlines provide special fares for children under 2 years and for pensioners. These discounts depend on the airline, the flight concerned, the availability of seats and the passenger's age.

Air miles and vouchers from loyalty programs may not be used when booking flights through the Website.

If the Customer has benefited from a discount, the associated special fares will be shown during the booking process before he / she confirms the reservation.

3.1.5. Liability

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions, including their conditions of carriage.

3.1.6. Electronic ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, the Customer must go to the check-in desk of the airline concerned and show a valid travel document (passport, visa, identity card, etc.) in order to obtain his / her boarding card. The Customer must strictly observe the times for checking in.

3.1.7. Replacement passengers

Replacement passengers for flights may not be put forward, although where the Customer may have the right to transfer a Package Holiday to another person, Ebookers Travel will seek to do so (see Article 3.6.3.4), but note that, depending on the applicable Rules and Restrictions, this may amount to a flight cancellation and rebooking (with a 100% cancellation charge).

3.1.8. Operating airlines

Customers are advised that in some cases flights booked with one airline may be operated by another airline – details of the operating airline, where different, are indicated on the Website. The operating airline will charge the Customer for the flight and will appear as the merchant on the Customer's credit card or bank statement. Payment may also be charged by other Third Party Providers for the Services booked however the total amount charged will not exceed the total price of the Services.

3.1.9. Compensation for denied boarding and delays

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Customer's stop-over or destination point, or causes a Customer to miss a connecting flight on which a Customer holds a reservation, the Customer may be entitled to certain remedies from the airline under Regulation (EC) 261/2004.

3.1.10. No-show or cancellation

In case of a no-show or cancellation, you may be entitled to a refund of airport taxes and fees included in the price of the ticket purchased. Where you are eligible for a refund, you can request such a refund from Expedia Customer Services (by emailing support@chat.ebookers.com or calling (+44) 020 3788 4829), who will submit your request to the airline on your behalf.

3.2. Accommodation services

Accommodation may be offered separately or as part of a Package Holiday (see Article 3.6). With the exception of accommodation for which "pay later/pay at property" applies (see Article 3.2.7 below), all accommodation is made available by Ebookers Travel (whether booked separately or as part of a Package Holiday), under Articles 3.2, 3,6 and the applicable Rules and Restrictions relating to the accommodation which will be made available before booking. The applicable Rules and Restrictions may include restrictions on and/or charges for cancellation and/or changes imposed by the applicable Third Party Provider.

Subject to Articles 3.2.6 and 3.2.7, any pre-paid "pay now" accommodation bookings will require that the Lead Customer's credit card is charged for the full payment upon reservation. Other accommodation bookings will require bank card or credit card details to secure the reservation and final payment will be settled directly with the property during the stay. Please refer to the details shown during the reservation process to confirm how and when payment will be made. Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

If a Customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the Lead Customer must confirm the reservation changes with Expedia no later than the original date of check-in to prevent cancellation of the whole reservation. If the Lead Customer does not confirm the reservation changes with Expedia the whole reservation may be cancelled and refunds will only be due to the Customer in line with the applicable Rules and Restrictions as notified in the booking process.

Any Customer who does not cancel or change their reservation before the cancellation policy period applicable to the property (which can vary by property and is set out in the booking process) prior to the date of arrival will be subject to the charges shown in the Rules and Restrictions for the reservation. Customers should note that some properties do not permit changes to or cancellations of reservations after they are made and these restrictions are shown in the Rules and Restrictions for the property reservation.

You may not book more than 8 rooms online for the same hotel for the same stay dates. If we determine that you have booked more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit may be forfeited. If you wish to book 9 or more rooms, you must select 9+ from the "Rooms" drop down on the accommodation search box and contact the group sales department by filling out the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a non-refundable deposit.

3.2.1. Use of rooms

The Customer is reminded that, in general, rooms are only available from 14:00 and have to be vacated by 12:00, irrespective of the time of arrival or departure or the means of transport used.

Single rooms generally have one bed and a supplement is often payable for these rooms. Double rooms usually have either two single beds or one double bed.

3.2.2. Classification

The indication of the comfort level given to hotels in the descriptions on the Website corresponds to a classification based on local standards in that country, which can differ from standards in United Kingdom. This classification is provided only as an indication. Customers should be aware that standards can vary between hotels of the same class in different countries, and even in the same country. It is important to read carefully the individual hotel descriptions. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated.

1 star: These have the lowest prices. The accommodation meets the minimum requirements for facilities and is in general clean and simple. Bathroom facilities are typically shared.

2 stars: Simple accommodation with a little more attention to style and ambiance, yet still for a low price. The facilities and the service are limited. A certain number of public rooms, a shop or, for example, a café could be included.

3 stars: For the traveller who wants a little more and appreciates service, quality, style and comfort. Also recommended for families. There typically is a restaurant serving breakfast at least and sometimes lunch and/or dinner too. Conference rooms and sometimes other facilities, such as a swimming pool or services for business travellers may be available.

4 stars: First-class accommodation for the more demanding guest. Attention has been paid to luxury, hospitality and service. A top-quality restaurant and a wealth of facilities can be expected at these reliable hotels. First-class accommodation for business travellers.

5 stars: Top-class accommodation that meets the highest requirements. These hotels offer impeccable personal service, tasteful and elegant facilities and all possible comfort. The best hotels in the world.

It is possible that, from time to time, for various reasons (for example a property is overbooked due to connectivity issues with the property or a property is closed due to a hurricane) a booking is cancelled or amended by the Third Party Provider of the accommodation or Expedia. Should such events occur, Expedia will make all reasonable efforts to notify the Customer of this as soon as possible and where possible will offer alternative accommodation in a property in at least the same star classification with similar services.

3.2.3. Activities

It is possible that, from time to time particular activities offered by the Third Party Providers that are shown in the description of the accommodation on the Website are cancelled, for example as a result of weather conditions or other reasons beyond the Third Party Provider's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved.

Where sightseeing is concerned, the sequence of the various tourist attractions is shown only as an indication. This can be changed by the Third Party Providers.

3.2.4. Meals

If meals are part of an accommodation package, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the accommodation package. Accommodation which includes main meals generally commences with dinner on the day of arrival at the property and terminates with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made.

The Customer is reminded that, unless specified otherwise on the Website, drinks are not included with meals. If drinking water is not available, the Customer will bear the cost of buying it himself / herself.

Parents are advised to bring special food for their baby with them, as this is not always available locally.

3.2.5. Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally have to be paid locally. The Customer is exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. In the event that taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

3.2.6 Pay now or pay later/pay at property.

With certain properties, when booking via the Website the Customer may be presented with the payment option to "pay now" or to "pay later/ pay at the property". If the Customer selects the "pay now" payment option, the Service is made available by Expedia Travel to the Customer and Expedia will charge the amount to their credit card in British pounds sterling immediately. If the Customer selects "pay later/pay at property ", details of how and when payment will be made will be shown during the reservation process (including whether any deposits are required and the payment schedule in relation to this) and the property will charge the Customer's credit card in local currency. Where the "pay later/pay at property" option has been selected for a stand-alone accommodation booking, the Third Party Provider makes the Service available to the Customer directly. The Customer will enter into a contract with the Third Party Provider. For these transactions, Expedia, Inc. and its affiliates will act as an intermediary between you and the Third Party Provider (but not as a payment intermediary), transmitting the details of your reservation to the relevant Third Party Provider and sending you a confirmation email for and on behalf of the Third Party Provider. Accommodation bookings will require bank card or credit card details to secure the reservation and cards may be validated or pre-authorised in accordance with Article 5.3.

In addition to any other taxes and fees payable by the Customer as set out in these General Terms and Conditions, taxes and fees may vary depending on which payment option the Customer chooses. Please note that some properties may require a deposit which may or may not be refundable (please see the applicable Rules and Restrictions). Tax rates and foreign exchange rates could change in the time between booking and stay. Your credit card provider may also charge a foreign currency conversion fee. Vouchers issued for use on ebookers.com may only be applied to "pay now" bookings.

3.3. Car hire

Car hire services are offered either as part of a Package Holiday by Ebookers Travel or separately by the relevant Travel Service Provider. These car hire services, whether booked separately or as part of a Package Holiday, are subject to the Rules and Restrictions of the respective Third Party Provider and the provisions under this Article 3.3.

3.3.1. Method of payment

The Customer making the booking and the nominated driver must present a valid credit card in her/his name upon pick up when collecting the vehicle. Debit cards are not accepted, and the Customer must check which credit cards are accepted by the Third Party Provider.

The Third Party Provider may submit an authorisation request to the credit card company during the period of car hire by way of a deposit held by the Third Party Provider. The Customer and nominated driver must therefore contact his / her credit card company to ensure the payment card limit is suitable for this purpose. Some larger car types require two credit cards.

If the Customer does not comply with the terms set out above, the Third Party Provider may not make the vehicle available and the full price of car hire will be charged.

3.3.2. Supplements

Additional charges may be payable locally such as refueling, additional driver charges, young driver surcharge and delivery and collection fees. The Customer acknowledges that in no event shall Expedia, Inc., Ebookers Travel and/or the Third Party Providers be liable for such additional charges as detailed or otherwise.

An excess amount may be applicable in the event of theft or damage to the hire car. This will vary depending on the Third Party Provider and country of rental. Purchase of an optional additional insurance coverage locally (called super CDW or super TP) will remove/reduce the excess applicable. The Customer acknowledges that in no event shall Expedia, Inc., Ebookers Travel or the Third Party Providers be liable for such excess or provision of additional insurance coverage as detailed or otherwise.

Petrol is not usually included in the hire tariff. For the hire of vehicles in certain countries, certain Third Party Providers automatically add charges for filling the fuel tank when the vehicle is returned. In addition, certain Third Party Providers charge a supplement if snow tyres are used. Please see the applicable Rules and Restrictions when booking.

Unless agreed otherwise, the Customer must return the vehicle to the branch of the Third Party Provider from which it was collected. If the Customer does not comply with this, the Third Party Provider may charge an additional surcharge.

Special equipment, such as child seats, can be requested, and will be payable directly to the Third Party Provider upon pick up (if available). Customers should confirm their child seat request directly with the Third Party Provider.

3.3.3. Collection / use of the vehicle

Drivers must usually be aged between 21 and 75 although this can vary between Third Party Providers and from country to country. It is the Customer's responsibility to check this with the Third Party Provider. Additional charges may also apply if any driver is aged below 25 or over 70.

All drivers must present a full valid driving licence in their name for the category of vehicle rented when taking delivery of the hire car. International rentals may have different driving licence requirements. An international driving licence is required if the drivers' licence is not in the Roman alphabet. Additional documentation such as a passport or up to two forms of proof of name and address may also be required. Customers should check the applicable Rules and Restrictions offering the car-hire for details of all applicable criteria for booking car-hire.

The Customer is reminded that some Third Party Providers do not permit the rented vehicle to be used outside the country in which it has been rented.

3.3.4. Cancellation of bookings / unused rental days

No refunds will be offered on bookings cancelled within 6 hours to pick up time or any unused rental days.

3.4. Rail transport services

Rail transport services are only offered separately and directly by the relevant Third Party Provider and not as part of a Package Holiday and are subject to the Rules and Restrictions (including conditions of carriage, fare rules and restrictions) of the Third Party Provider and

the provisions set out here under this Article 3.4. The Rules and Restrictions may include restrictions on and/or charges for cancellation and changes. The Rules and Restrictions of Third Party Providers of rail transport services are made available prior to making a booking, and the train operating companies' terms and conditions can be found on their websites as listed [here](#) and the National Rail Conditions of Travel can be found [here](#). In the case of the booking of rail tickets, these General Terms and Conditions and the Customer's booking are also subject to the specific terms of Expedia's rail booking service supplier, SilverRail, which can be found [here](#).

Expedia acts solely as an agent for a booking of rail transport services. This means the Customer's contract for the rail transport services is between the Customer and the Third Party Provider of the relevant rail transport service, and Expedia is not responsible for any delays, cancellations or disruptions to your rail transport service. Expedia is not the payment intermediary for a booking of rail transport services.

3.4.1. Rail transport terms and conditions

The Customer is responsible for complying with the instructions of the Third Party Provider of rail transport services, in particular with respect to train times. In particular, the Customer acknowledges and agrees that:

- Expedia, Inc. has no control over the allocation of seats on any rail journey, even if pre-booked, and does not guarantee that any specific seats will be available on a journey.
- Expedia, Inc. has no control over any indication of the journey times which are provided by the Third Party Provider of the relevant rail transport service and are given for guidance only and are subject to alteration and confirmation.
- The Customer must comply with the applicable Rules and Restrictions on the carriage of children. Unaccompanied children will travel subject to the rules of the relevant train operating company and it is the Customer's responsibility to check the relevant train operating company's policies.
- The Lead Customer making the booking must be at least 18 years old.
- If the Customer cannot produce a valid ticket for their journey together with any relevant railcard, photo card or other required form of personal identification when requested by the staff of a train operating company, they will have to pay the appropriate fare on the train or have to pay a penalty fare or be reported for prosecution.
- A train ticket may only be used by the Customer who bought the ticket, or by the person on whose behalf the Customer bought the ticket.
- Although Expedia, Inc. will provide information about disruption to a journey (such as line closures and bus replacement services) prior to the Customer's booking to the extent that such information is made available to Expedia, Inc. by the relevant Third Party Provider, the Customer should check with the Third Party Provider whether there are any planned or unplanned disruptions prior to making a booking and commencing their journey.

3.4.2. Combined one-way tickets

Expedia may offer Customers the opportunity to book a combination of two single tickets instead of a return ticket. Combined single tickets may provide a greater choice of journeys, are often cheaper and can be combined with tickets from the same train operator or different train operators.

Unlike return tickets, each single ticket is subject to its own rules, restrictions, and fees. If one of these journeys is affected by a change (e.g. cancellation or rescheduling) that causes a

Customer to make changes to the tickets for other parts of their journey, the Customer will be responsible for any fees incurred for making changes to the unaffected journey.

3.4.3. Special fares

The journey routes offered may include special fares which offer the lowest price, but do not necessarily take the most direct route. Some itineraries require a change of train or station en-route and some itineraries require part of a journey to be taken via other modes of transport such as the London Underground, bus or taxi - bookings and tickets for which are not available through the Website and are the responsibility of the Customer. A journey that is described as direct is one where there is no need to change train or station during the journey, however, stops may be made en-route at stations to let passengers on and/or off. Details of any changes will be given during the booking process and are clearly identified both on the Website and as part of a Customer's Booking Confirmation.

In the UK most, but not all, rail tickets for children under 16 years and for pensioners with a railcard are eligible for a discount. These discounts depend on the train operating company, the journey concerned, the availability of seats and the passenger's age.

Children under five years of age may travel free of charge with a passenger holding a rail ticket.

If the Customer has benefited from a discount, the associated special fares will be shown during the booking process before he / she confirms the reservation.

3.4.4. Liability

The liability of Third Party Providers providing rail transport services or rail booking services is normally limited by national law, EU legislation or by their own Rules and Restrictions or terms and conditions.

The 'Liability Disclaimer' sections of Expedia's rail booking service supplier, SilverRail, and conditions 42(c) & 50 of the National Rail Conditions of Travel, contain specific provisions in relation to liability limitations. We advise that you read these provisions. The specific terms of Expedia's rail booking service supplier, SilverRail, can be found [here](#) and the National Rail Conditions of Travel can be found [here](#).

3.4.5. Prices and fees

Prices are shown in GBP. Expedia's rail booking service supplier, SilverRail, will charge the Customer for the train ticket on behalf of the Third Party Provider and "SilverRail-Expedia" will appear on the Customer's credit card or bank statement. The amenities page on the rail Website specifies the amenities that may be included in the price or that may be available but subject to an additional charge.

Any Expedia booking fee and the relevant rail Third Party Provider's payment processing and ticket delivery fees, which are identified to the Customer during the booking process, are non-refundable.

3.4.6. Refunds

In the UK where a Customer cancels their train ticket or they choose not to use a ticket to make all or part of their journey, they may be entitled to a refund (less any booking fees, ticket delivery fees, payment processing charges and an administrative charge of up to £10 per ticket per person – noting that one journey may be comprised of 1 or more tickets).

Please note that some tickets are not refundable, such as advance fares.

If the train ticket that a Customer has purchased can be cancelled, they will need to comply with the process for cancellation notified to the Customer. A refund may take between 5 to 7 business days where the tickets have not been printed (but may take longer depending on your bank), and up to 9 weeks where the tickets have already been printed. The Customer is responsible for the cost of returning any printed train tickets for cancellation or refund, and they must return the tickets no more than 28 days after its expiry.

Where Expedia has reason to believe that fraud is involved it will not be obliged to process a change, cancellation or refund that a Customer requests.

For rail, cancellations or changes can be made online by clicking on “Manage Trips” and then “Itineraries” or by calling (+44) 020 3788 4829.

3.4.7. Refund and compensation for delays or cancellations

In the UK where the Customer experiences delays or cancellations to their rail travel the Customer may be entitled to a refund or compensation.

Compensation is paid in accordance with the National Rail Conditions of Travel and the compensation arrangements of the train operating company that the Customer travelled on, and further information can be found on the National Rail Enquiries website [here](#).

To claim a refund (less any booking fees, ticket delivery fees and payment processing charges) in the case of delay or cancellation, the Customer should cancel their ticket online by clicking on “Manage Trips” and then “Itineraries” or by calling (+44) 020 3788 4829. In this case a claim for a refund must be made within 28 days of the expiry of the rail ticket.

3.4.8. Luggage, animals and cycles

The carriage of luggage, animals and cycles is subject to the applicable Rules and Restrictions. In the UK a Customer will usually be permitted a single item of hand luggage and 2 items of larger luggage, with any additional or larger items being subject to an additional charge. UK train operating companies generally permit cycles to be conveyed in the train with exception of certain routes, times of day and/or days of the week, and some domestic animals may be permitted to travel with Customers. Further information on the carriage of cycles can be found on the National Rail Enquiries website [here](#) and further information on the carriage of luggage and animals can be found on the National Rail Enquiries website [here](#).

3.4.9. Accessibility and reduced mobility

In the UK if a Customer is disabled or has reduced mobility and they require assistance with their rail journey then they should contact the train operating company on which they will be travelling at least 24 hours before they are due to travel to request such assistance, and further information can be found on the National Rail Enquiries website [here](#).

3.5. Destination Services

Destination Services may be offered as part of a Package Holiday through Ebookers Travel or separately by the relevant Travel Service Provider. These Services are subject to these General Terms and Conditions and the Rules and Restrictions of the Third Party Provider offering the Destination Services. Destination Services are not usually transferable, nor

eligible for refunds or changes unless cancelled by the Third Party Provider or unless booked as part of a Package Holiday and such rights arise under Article 3.6.

3.5.1. Refund and cancellation of Destination Services

It is possible that, occasionally, Destination Services offered by the Third Party Providers on the Website are cancelled for reasons such as weather conditions, reasons beyond the reasonable control of the Third Party Provider, out-of-season stays, or if the required number of participants for the activity is not achieved. In these circumstances, Customers should refer to the applicable Rules and Restrictions in relation to refunds.

3.6. Package Holidays

A Package Holiday is as defined in the Package Travel Regulations. In general terms, a Package Holiday exists when you make a single booking which includes a combination of at least two of the following travel services: (a) air transport; (b) accommodation; (c) car hire; and (d) certain destination services. Please note that rail transport can only be booked on a standalone basis – it is not possible to book this as part of a Package Holiday on the Website. Your Booking Confirmation and ATOL Certificate (if you have booked a flight-inclusive Package Holiday) will confirm what is included in your Package Holiday.

Package Holidays shown on the Website are made available by Ebookers Travel (which shall be referred to as Ebookers Travel” or “We” in this Article). The Package Holidays provided by EbookersTravel are subject to the terms and conditions in this Article and the applicable Rules and Restrictions of the Third Party Providers of the travel services which make up the Package Holiday (eg. the airline or accommodation supplier). Customers must read the terms and conditions of this Article and the applicable Rules and Restrictions before booking. If there is any inconsistency between the terms of this Article and the applicable Rules and Restrictions, the applicable Rules and Restrictions shall prevail.

3.6.1. Reservations and bookings

All bookings for Package Holidays are subject to availability at the time of booking. Acceptance by Ebookers Travel of reservations made by the Customer will depend on availability of the Package Holidays. Ebookers Travel do not have to give reasons for refusing to accept a reservation.

We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the Package Holidays we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Package Holiday you have sought to book is not available.

A contract will only come into existence between you and Ebookers Travel when you have paid the price payable on booking and we have issued a Booking Confirmation to you. Acceptance by Ebookers Travel is formalised by sending a Booking Confirmation e-mail to the Lead Customer within 24 hours of a booking being placed by the Lead Customer. No amount will be charged to the Customer until the time of confirmation of the availability of the Service.

3.6.2. Prices

We advertise a large number of Package Holidays and we try hard to ensure that the advertised price is always accurate. Despite Expedia, Inc's best efforts, some of the Services listed on the Website may be incorrectly priced. EXPEDIA EXPRESSLY RESERVES THE

RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON RESERVATIONS MADE UNDER AN INCORRECT PRICE.

We will normally verify prices at the time of booking. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.

Ebookers Travel are under no obligation to supply you with a Package Holiday which is incorrectly priced, even after we have issued the Booking Confirmation, if the error should reasonably have been apparent to you. In these circumstances, we may contact you for instructions or cancel your booking and notify you so that you can decide what you would like to do.

Ebookers Travel may in some cases levy a booking fee in relation to some flight transactions made on the Customer's behalf. The Customer will be notified of all applicable charges at the time of booking.

Ebookers Travel may change the price of your Package Holiday after we have issued the Booking Confirmation in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties (other than Ebookers Travel/Third Party Providers), including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the Package Holiday. Ebookers Travel shall only be able to change the price in this way if it notifies you of any price increase at least 20 days before the start of your Package Holiday, together with a calculation and an explanation for this change.

If the price of your Package Holiday is increased by more than 8% of its total price, then you may:

- (a) accept and pay for the price increase;
- (b) reject the price increase and terminate your Package Holiday with a full refund; or
- (c) reject the price increase, terminate your Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative Package Holiday, we will inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with Article 3.6.9 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If you do not confirm within this timeframe, then we shall send a reminder to you, following which we shall be entitled to terminate the Package Holiday and provide you with a refund.

If you decide to reject the price increase and terminate your Package Holiday with a full refund, you may also be entitled to compensation in accordance with Article 3.6.9 below.

You will be entitled to a price reduction corresponding to any decrease in the costs described above which occur after you have booked but before the start of your Package Holiday, although Ebookers Travel will be entitled to deduct its administrative expenses of this process.

The trip descriptions on the Website specify the Services included in the price for each trip. Prices are shown in GBP.

The Customer should be aware that the local authorities in certain countries can impose additional taxes (tourist tax, etc), which have to be paid locally. The Customer is exclusively responsible for paying such additional taxes.

Unless expressly stated otherwise, prices do not include insurance, airline services, excess baggage charges, transport from the airport to the accommodation, visa and vaccination charges or any personal expenses (laundry, telephone, drinks, room service, tips, etc.), nor excursions or the use of sports facilities, nor any more general costs that are not expressly included in the Booking Confirmation.

If Expedia and/or the Third Party Provider becomes aware of or is notified of any fraud or illegal activity associated with the payment for the booking, the booking will be cancelled and the Customer shall be liable for all the expenses arising from such cancellation, without prejudice to any action that might be taken against him / her.

3.6.3. Cancellation and changes by the Customer

3.6.3.1 Cancellation

Requests by the Customer for cancelling or changing a trip must be submitted by telephone by calling (+44) 020 3788 4829 (Calls to this number cost the same as calls to local rate numbers) or online by accessing the Itineraries section of the Website. Such requests will be dealt with on behalf of Ebookers Travel and the Third Party Providers concerned.

In the event of cancellation of the Package Holiday booking by the Customer, Expedia and the Third Party Provider can require compensation to cover the costs of the travel arrangements already made. In addition to this, a standard cancellation charge may be made by the Third Party Providers of each element of the Package Holiday in respect of each cancellation. Where a cancellation affects more than one person on the booking a cancellation charge will be applied in respect of each person on the booking.

In addition to the cancellation right set out above, you shall have the right to cancel your booking before the start of the Package Holiday without paying any cancellation charge in the event of Unavoidable and Extraordinary Circumstances occurring at the place of destination or its immediate vicinity, if we have confirmed to you that the event will significantly affect the performance of the Package Holiday, or will significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking, but you will not be entitled to compensation or any of the rights set out in Article 3.6.9 below.

If the Customer does not present himself / herself at the departure of the trip and/or fails to use some or all of the Services booked, refunds will only be awarded to the Customer in line with the applicable Rules and Restrictions as notified in the booking process. The applicable Rules and Restrictions of air transport services are made available prior to making a booking and can be re-viewed here. Specific accommodation Rules and Restrictions are provided prior to making a booking.

3.6.3.2 Effects of cancellation

Please note that Package Holidays are subject to the applicable Rules and Restrictions and separate cancellation charges imposed by the Third Party Provider may apply.

3.6.3.3 Change of booking by the Customer

If after making the booking a Customer wants to change the trip with respect to the date of travel, the destination, the place where the trip starts, the accommodation or the means of transport, the Lead Customer should call (+44) 020 3788 4829 or they should access the Itineraries section of the Website.

Neither Ebookers Travel, nor any Third Party Provider have a legal obligation to make such changes but they may, at their sole discretion, try to accommodate your request. Please understand that it is often not possible to do so as changes may depend on availability and the applicable Rules and Restrictions. Also, a fee may be imposed by the applicable Third Party Provider in the event of a change to a booking – please refer to the applicable Rules and Restrictions notified in the booking process for more details.

If we agree to make a change, you agree to pay the administration charge as set out in Article 2.2.3 in making your required change plus any costs which are imposed by the Third Party Provider for making the change. This could be substantial and such costs tend to increase the closer to the departure date that the change is made. For instance, certain elements of the Package Holiday (e.g. a flight) may incur a 100% cancellation charge.

3.6.3.4 Replacement of participant

You may transfer your Package Holiday to another person who satisfies all the conditions applicable to the Package Holiday, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days or more before departure shall be considered to be reasonable. Ebookers Travel will seek to help with the name transfer but note that where the Package Holiday includes a flight, depending on the airline's Rules and Restrictions, this may amount to a flight cancellation and rebooking (with a 100% cancellation charge).

3.6.4 Cancellation and changes by Ebookers Travel before travel

3.6.4.1 Changes by Ebookers Travel before travel

As the arrangements which make up your Package Holiday are planned many months in advance, from time to time Ebookers Travel may need to make a change to your Package Holiday. Ebookers Travel reserve the right to do so at any time. Most changes are minor changes, however, occasionally Ebookers Travel will have to notify Customers of a significant change which it is constrained to make to the main characteristics of the Package Holiday, or where it cannot fulfil any of your special requirements which it has accepted.

In the unlikely event that Ebookers Travel has to make a significant change to your Package Holiday, we will tell you as soon as reasonably possible. You will then have the option to:

- (a) accept the proposed change. If this results in a Package Holiday of lower quality or cost, you may be entitled to a price reduction in accordance with Article 3.6.9 below;
- (b) reject the proposed change and terminate your Package Holiday with a full refund;
or
- (c) reject the proposed change, terminate your Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative Package

Holiday, we will inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with Article 3.6.9 below.

Ebookers Travel will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the change. If you do not confirm within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package Holiday and provide you with a refund.

If you decide to reject the proposed change and terminate your Package Holiday with a full refund, you may also be entitled to compensation in accordance with Article 3.6.9. This will usually be as outlined in the table below, unless the change is as a result of Unavoidable and Extraordinary Circumstances in which case no compensation will be payable.

Please note:

In the event of more than one significant change to the Customer's Package Holiday Ebookers Travel will only pay compensation in respect of a single change per full fare paying adult.

Ebookers Travel will pay compensation dependent on the time before their departure that Ebookers Travel notifies the Customer about the change.

Compensation Table

Time before departure date (days) Compensation (£)

60+	0
60-42	10
41-28	20
27-15	30
14-0	50

We may not give you any of the above options in the event that a change to the purchased Package Holiday is a minor change. Please note that a change of flight time of less than 120 minutes earlier than the departure time and less than 240 minutes later than the arrival time, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

3.6.4.2 Cancellations by Ebookers Travel before travel

On rare occasions, Ebookers Travel may have to cancel your Package Holiday and it reserves the right to do so. If it has to do so, it will notify you as soon as possible. Ebookers Travel may (at its discretion) also offer you an alternative Package Holiday if it is able to do so and inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with Article 3.6.9 below. If Ebookers Travel cannot offer you an alternative, or even if you just prefer, it will provide you with a full refund of any payments made for the Package Holiday.

You may be entitled to compensation as a result of our cancellation of your Package Holiday in accordance with Article 3.6.9 below, except where Ebookers Travel is prevented from

providing the Package Holiday because of Unavoidable and Extraordinary Circumstances in which case no compensation will be payable.

3.6.5 Ebookers Travel's responsibility for the performance of the Package Holiday

The Services, facilities or travel arrangements which make up your Package Holiday are provided by the relevant Travel Service Providers. Ebookers Travel has a legal duty to exercise reasonable skill and care in making the arrangements for the Third Party Providers to provide the facilities and travel arrangements to you.

You must tell us immediately of any failure to perform or improper performance of your Package Holiday (“Failure”). This will give Ebookers Travel the opportunity to resolve the Failure whilst you are on your holiday. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with Article 3.6.9.

If a significant proportion of the Services included in your Package Holiday cannot be provided as agreed in the booking, Ebookers Travel shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Package Holiday. If the alternative arrangements available are of lower quality you will be entitled to a price reduction as described in Article 3.6.9 below. You may only reject the alternative arrangements offered to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if Ebookers Travel is not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Article 3.6.9.

If a Failure substantially affects the performance of the Package Holiday, and Ebookers Travel has failed to remedy it within a reasonable period of time, you may decide to continue with your Package Holiday or terminate your booking without paying a termination fee. If you decide to terminate, then if your Package Holiday included transport to the destination, Ebookers Travel shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with Article 3.6.9.

If Ebookers Travel is unable to ensure your return to your place of departure as agreed in your Package Holiday because of Unavoidable and Extraordinary Circumstances, it shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package Holiday.

If a longer period of accommodation than that referred to above is provided for in Union passenger rights legislation (as described in the Package Travel Regulations) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

3.6.6 Third Party Provider Rules and Restrictions

In making a Package Holiday available, Ebookers Travel works with Third Party Providers of travel products such as airlines and accommodation providers but does not control these Third Party Providers. The Services are subject to the applicable Rules and

Restrictions of the Third Party Providers. The applicable Rules and Restrictions of air transport services and accommodation services are made available prior to making a booking.

3.6.7 Unforeseen and Extraordinary Circumstances

In these General Terms and Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. This may cover, for example, warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a 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 destination as agreed in the package travel contract.

3.6.8 Assistance in resort

3.6.8.1 Assistance when Customer is in difficulty

Ebookers Travel shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, Ebookers Travel does not charge for this assistance, although it does reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

3.6.8.2 Resolving disputes at the resort

If there is a problem with your Package Holiday during your trip, please immediately inform both us (via the details set out in your Booking Confirmation or immediately below) and the relevant Third Party Provider (e.g. your accommodation provider) who will endeavour to resolve your problem. It is important you advise us as well as the Third Party Provider so we can both help to put things right without delay.

If your Booking Confirmation does not refer to a local representative, please contact Ebookers Travel directly to report any problems. Ebookers Travel on:

Customer Service tel: (+44) 020 3788 4829 email: support@chat.ebookers.com.

Quote in any case the trip number, the destination and the dates of travel.

Ebookers Travel, or any relevant local representative, will use prompt efforts to find appropriate solutions to any reported problems.

3.6.8.3 Resolving disputes after your holiday

However, if your complaint is not resolved locally, please follow this up within 30 days of your return home by emailing us at the details set out above, giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

You can also access the European Commission Online Dispute (ODR) Resolution platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

Please note failure to advise of problems whilst on holiday, as described above, deprives both us and the Third Party Provider of the opportunity to investigate and rectify your complaint

whilst in resort and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

3.6.9 Ebookers Travel's obligation to provide a price reduction and/or compensation for damages

You will be entitled to an appropriate price reduction from Ebookers Travel for any period during which there is a Failure, unless the Failure is attributable to you.

You shall be entitled to receive appropriate compensation from Ebookers Travel for any damage you sustain as a result of a Failure except where the Failure is:

- a). attributable to you;
- b). attributable to a third party unconnected with the provision of the Services included in the Package Holiday and is unforeseeable or unavoidable; or
- c). due to Unavoidable and Extraordinary Circumstances.

Ebookers Travel shall not be liable to pay compensation to you in connection with your Package Holiday where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of its Third Party Providers. These same limitations will apply to Ebookers Travel and in an identical manner as if such limitations applied directly to EbookersTravel. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. Ebookers Travel shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Package Holiday. Please ask us for copies of these international conventions if you would like to see them.

Ebookers Travel's liability will also be limited in accordance with the applicable Rules and Restrictions relating to the transportation element of your Package Holiday and in an identical manner as if such limitations applied directly to Ebookers Travel.

Ebookers Travel's liability to you in connection with your Package Holiday shall be limited to a maximum of three times the cost of your Package Holiday, except in cases involving death, injury or illness where we or the Third Party Providers have caused such damage intentionally or with negligence.

If you are granted compensation or a price reduction by another party in relation to the same Failure for which you claim compensation or a price reduction from Ebookers Travel, then it may deduct the compensation or price reduction you receive from the other party from that which is payable by Ebookers Travel.

Except as set out above, Ebookers Travel accepts no liability for any claims, losses, expenses, damages or liability for your Package Holiday, except in cases involving death, injury or illness where Ebookers Travel has caused such damage with negligence.

3.6.10 Lapsing of liability and limitation complaints period

Claims based on implementation of the trip not being in accordance with the contract should be submitted within 30 days of the contractually-scheduled end of the trip. In that case, contact support@chat.ebookers.com or call our service number (+44) 020 3788 4829. Claims should be made in writing, in Customer's own interest. The limitation period begins on the day on which the trip should end, based on the contract.

3.6.11 Accessibility and reduced mobility

Not all Package Holidays are suitable for customers with reduced mobility. We recommend you call our call centre agents to discuss whether a travel product would be suitable for your particular needs so we can provide support before you complete your Package Holiday booking.

Article 4. General

4.1. Travel destinations

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Expedia advises Customers to review any travel prohibitions, warnings, announcements and advisories issued by The Foreign and Commonwealth Travel Advice Unit and displayed on their website. Please see Article 3.1.3 for more information.

By offering travel to particular international destinations, Expedia does not represent or warrant that travel to such destinations is advisable or without risk and is not liable for damages or losses that may occur from travel to such destinations.

4.2. Prices

The price of the Services will be as quoted on the Website from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted except as stated in Article 3.6.2 above. Expedia may in some cases levy a booking fee in relation to some transactions made on the Customer's behalf. The Customer will be notified of all applicable charges at the time of booking. Despite Expedia, Inc's best efforts, some of the Services listed on the Website may be incorrectly priced. EXPEDIA, INC. EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY. Expedia is under no obligation to provide Services to a Customer at an incorrect (lower) price, even after Customers have been sent confirmation of their booking.

4.3. How our sort order is determined

Customers have many options to help them find the perfect accommodation, flight, rail, car rental or activity. The “sort” settings allow travelers to order search results to their preference, whether based on price, verified review score, or other criteria. The “filter” settings also allow Customers to include or exclude various options to suit their travel needs. If no options are selected, we will show a range of relevant options in the search results, based on the criteria outlined below:

<https://www.ebookers.com/service/#/article/19363>

4.4. Photographs and illustrations

Expedia, Inc. does its utmost to provide photographs and illustrations that give the Customer a depiction of the Services offered. The purpose of these photographs and illustrations is to show the Customer the level of accommodation and the degree of comfort, and they must not be considered to be making any representation that exceeds this purpose.

4.5. Insurance

The prices on the Website do not include travel insurance. The Customer is therefore advised to take out insurance that covers the consequences of certain cases of cancellation and that also provides cover for certain special risks such as the cost of repatriation in the event of an accident or illness. It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

From time to time, you may be shown certain travel insurance products during the booking path and this may be available for purchase. Details of the insurance provider, relevant key information and terms and conditions will be shown during the booking process.

4.6. Your Financial Protection

We provide full financial protection under the UK ATOL scheme for our flight-inclusive Package Holidays by way of our Air Travel Organiser's Licence number 5788 issued by the Civil Aviation Authority.

When you buy an ATOL protected flight-inclusive Package 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.

We, or the Third Party Providers identified on your ATOL Certificate, will provide you with the Services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the Third Party Providers 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 will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the Third Party Providers 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you buy a Package Holiday that does not include a flight or a Linked Travel Arrangement on the Website, all monies paid over in the case of non flight-inclusive Package Holidays, or any monies paid directly to Expedia in the case of Linked Travel Arrangements, are fully protected by insurance in the event of Expedia's insolvency. This insurance protection has been arranged by International Passenger Protection Limited (IPP) and

underwritten by Liberty Mutual Insurance Europe SE. You will acquire the benefit of this insurance policy in the event that we become insolvent.

4.7 Bonus+

If you are enrolled in the Bonus+ programme and are earning and/or redeeming Bonus+ on any booking, the following terms will apply: <http://www.ebookers.com/rewards>

Article 5. Financial conditions and payment procedures

5.1 Local taxes and payments

Unless specified otherwise in the Rules and Restrictions, the prices of the Services shown on the Website are expressed in GBP, excluding local taxes imposed by the authorities in some countries.

The reservation of any pre-paid "pay now" accommodation bookings, Expedia Special Fare products and Package Holidays for destinations within the European Union is covered by the regulations for travel agents and tour operators, as set down in Articles 306-310 of the EU Principal VAT Directive [2006/112/EC]. Ebookers Travel is located in the United States of America, as a result of which no VAT will be charged on services provided by Ebookers Travel.

5.2 Tax recovery charge

Except as provided below with respect to tax obligations on the amounts we retain for our services, we do not collect taxes for remittance to the applicable taxing authorities. The tax recovery charges on prepaid "pay now" accommodation bookings are a recovery of the estimated transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Ebookers Travel pays to the hotel for taxes due on the rental of the room for those transactions where Ebookers Travel makes the Service directly available to the Customer. The property invoices Ebookers Travel for tax amounts. The properties are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Expedia, Inc. does not act as co-vendor with the property with whom our customers book or reserve their travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by Ebookers Travel to the properties may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the accommodation by our Customers. In addition to the above, in certain jurisdictions, sales, use and/or local hotel occupancy taxes may be imposed on the amounts that Ebookers Travel charges for its services. The actual tax amounts on our services, if any, may vary depending on the rates in effect at the time of your accommodation stay.

For pre-paid "pay on line now" bookings, Ebookers Travel's New York State and New York City tax registration certificates and numbers are provided below.

New York State Tax Registration:

New York sales taxes and New York City occupancy taxes, where applicable, are due on your accommodation room stay. For pre-paid "pay now" accommodation bookings, Ebookers Travel's New York sales tax vendor registration number is 880392667 and its New York City hotel occupancy tax registration number is 033960. Please [click here](#) for additional information:

Please [click here](#) for additional information:

[travelscape_nys_certificate_of_authority.pdf](#)

[travelscape_nyc_certificate_of_authority.pdf](#)

5.3 Payments

The price of Services booked on the Website or by telephone must be paid either to (i) Expedia or TPX, (ii) SilverRail for rail transport Services only and/or (iii) directly to the Third Party Providers. Payment may be charged by more than one party (as will be shown on the Customer's bank or credit card statement) however the total amount charged will not exceed the total price of the Services.

The Customer shall provide the details of his/her payment card and the Third Party Provider or Expedia will often have to verify: (i) the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the Third Party Provider) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing the Customer's credit card).

Some banks and credit card companies impose fees for international or cross border transactions. For instance, if you are making a booking using a UK-issued card with a non-UK merchant, your bank may charge you a cross border or international transaction fee. Furthermore, booking international travel may be considered an international transaction by your bank or card company, since we may pass your card details to an international travel supplier to be charged. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

5.4 Third party payment methods

Further to the standard payment options made available for any booking made via the Website, Expedia may list, amongst others, "payment by instalments" options or other credit or finance for a booking. Such options are generally offered by Third Party Providers on their terms and conditions, which are not set by Expedia (or any of Expedia's affiliates). Any agreement you enter into with a payment option is between you and that Third Party Provider, and prices for travel services shown on the Website do not take account of any such separate agreement. The applicable Rules and Restrictions of the Third Party Provider of such payment options are made available prior to making a booking. Any query or complaint in relation to such third party payment options must be submitted directly to the relevant Third Party Provider.

Article 6. Customer service and the handling of complaints

Expedia is here to provide assistance to you in respect of any queries or complaints you may have in relation to your booking of a Service. In the event you raise a complaint and/or are entitled to compensation by the Travel Service Provider following a problem with your booked Service then Expedia will assist you and the Travel Service Provider in an effort to try to resolve the problem.

Queries or requests for information or complaints during a trip should be sent to support@chat.ebookers.com or a Customer can call Expedia customer services on (+44) 020 3788 4829.

Customers are encouraged to raise any issues they experience during their trip via the number or email above (or as soon as reasonably practicable), or to the carrier if the dispute arose during the outward or return journey, so that measures can be taken to resolve the problem and in order to limit the damage suffered by the Customer.

Complaints about loss of, theft of or damage to luggage, clothing or personal belongings that were not under the Customer's control during the stay should be addressed to the airline or hotel or relevant Third Party Provider.

Complaints made post travel should be sent by email to Crd@chat.ebookers.com, which will receive complaints in relation to the Services on behalf of the Travel Service Providers. For ease of resolution Customers are encouraged to raise any complaints within 30 days of the end of a trip.

Any hard copy complaints should be directed either to the Travel Service Provider providing the Service using the address provided in their Rules and Restrictions or to Expedia. Hard copies of complaints can be sent to:

Expedia, Inc.

1111 Expedia Group Way West

Seattle WA 98119

USA

Local UK mailing address:

Expedia Customer Relations Department

PO. Box 70720

London

(with a copy to: Crd@chat.ebookers.com) EC1P 1GW

The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

Article 7. Liability for the Services

The Travel Service Providers make the Services available to you.

Where Expedia Travel is the Travel Service Provider, then to the extent permitted by law and subject to the exceptions and limitations set out in these General Terms and Conditions and/or the relevant Rules and Restrictions applicable to the Service, then Expedia Travel shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and Expedia Travel;
- actually suffered or incurred by you; and
- directly attributable to the actions of Expedia Travel in providing the Services,

and in the event of any liability of Expedia Travel in respect of the Services, such liability will in no event exceed, in the aggregate, the cost paid by the Customer to Expedia Travel for the Service in question.

The liability of other Travel Service Providers to you will be as set out in the relevant Rules and Restrictions applicable to the Service. These are made available to you before you complete your booking.

Article 8. Expedia Liability

Expedia, Inc. owns and operates this Website which acts as an interface between you and the Travel Service Providers who provide the Services to you. When making a booking for a Service you enter into a contract with the Travel Service Provider. Expedia, Inc. will not be liable in respect of any such Services (eg: air transport services, accommodation services) that Travel Service Providers make available to you or for the acts, errors, omissions, representations, warranties or negligence of any such Travel Service Providers.

Except as expressly set out in these General Terms and Conditions, all the information, software, or Services displayed on this Website is provided without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are excluded. The inclusion or offering of Services on this Website does not constitute any endorsement or recommendation of such Services by Expedia, Inc or any of its affiliates.

Travel Service Providers provide to Expedia, Inc. the information describing the Services which Expedia displays on its Website to you, such as travel service details, photographs, rates, the terms and conditions for the Service. It is the responsibility of the Travel Service Providers to ensure that such information provided to Expedia, Inc is accurate, complete and up-to-date.

Expedia, Inc. will not be liable for any inaccuracies of such information, unless and only to the extent that Expedia, Inc directly caused such inaccuracies, and this also includes any inaccuracies with Hotel ratings which are intended as guidance only and may not be an official rating.

Subject to the limitations set out in these General Terms and Conditions, you agree that neither Expedia, Inc. or its affiliates will be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from the Services, the use of the Website, any delay or inability to use the Website, or from the Customer's use of links from the Website. In respect of liability for Expedia, Inc.'s obligations under these General Terms and Conditions, or if Expedia, Inc. is found liable for any loss or damage under these General Terms and Conditions, then Expedia, Inc. shall only be liable to you for direct damages that were:

- (i) reasonably foreseeable by both you and Expedia, Inc;
- (ii) actually suffered or incurred by you; and
- (iii) directly attributable to the actions of Expedia, Inc,

and in the event of any liability of Expedia, Inc, such liability will in no event exceed, in the aggregate, the greater of (a) the cost paid by the Customer for the Services in question, or (b) one-hundred dollars (US\$100.00) or the equivalent in local currency.

Consumers have certain statutory rights. The exclusions and limitations contained in these General Terms and Conditions apply only to the extent permitted by law. Nothing in these General Terms and Conditions shall, be deemed to limit or exclude Expedia's liability for fraud, personal injury or death caused by Expedia, Inc.'s negligence.

Article 9. Applicable law

These General Terms and Conditions are governed by the laws of England and Wales. The Customer agrees that the English Courts shall have jurisdiction to hear and determine any dispute (including non-contractual disputes or claims) arising from the interpretation of these terms. However, the Customer may choose the law and jurisdiction of Scotland or Northern Ireland if that is where the Customer resides.

Article 10. Final Provisions

If Expedia does not invoke one of the provisions of the General Terms and Conditions at any one moment, this must not be interpreted as a cession of the right to invoke it at a later date.

If any provision of these General Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this agreement with the Customer and the validity and enforceability of the other provisions shall not be affected.

Every instance of force majeure, including the interruption of means of communication or a strike by carriers, hoteliers or air traffic controllers, will lead to the suspension of the obligations in these General Terms and Conditions that are affected by the force majeure event and the party affected by the force majeure event shall not be liable as a result of the inability to meet such obligations.

These General Terms and Conditions come into force on 7 May 2021.

ANNEX1 – PACKAGES STANDARD INFORMATION FORM

Important information regarding your Package Holiday rights

In certain circumstances, a Package Holiday may be formed as a result of Services you decide to book, where Ebookers Travel is the organiser of the Package Holiday. Where this possibility arises, you will be directed to read the important information below.

The combination of travel services offered to you is a Package Holiday within the meaning of Directive (EU) 2015/23/02.

Therefore, you will benefit from all EU rights applying to Package Holidays. Ebookers Travel will be fully responsible for the proper performance of the Package Holiday as a whole.

Additionally, as required by law, Ebookers Travel has protection in place to refund your payments and, where transport is included in the Package Holiday, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/23/02

- Travellers will receive all essential information about the Package Holiday before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

— Travellers may transfer the Package Holiday to another person, on reasonable notice and possibly subject to additional costs.

— The price of the Package Holiday may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the Package Holiday. If the price increase exceeds 8 % of the price of the Package Holiday, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the Package Holiday, other than the price, are changed significantly. If before the start of the Package Holiday the trader responsible for the Package Holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.

— Travellers may terminate the contract without paying any termination fee before the start of the Package Holiday in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package Holiday.

— Additionally, travellers may at any time before the start of the Package Holiday terminate the contract in return for an appropriate and justifiable termination fee.

— If, after the start of the Package Holiday, significant elements of the Package Holiday cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the Package Holiday and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

— The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the Package Holiday and if transport is included in the Package Holiday, repatriation of the travellers is secured. Ebookers Travel has taken out insolvency protection with the Civil Aviation Authority for flight-inclusive Package Holidays and with International Passenger Protection Limited for Package Holidays that do not include a flight. Travellers may contact the Civil Aviation Authority (5th Floor, 11 Westferry Circus, London, E14 4HD, Tel. 0330 022 1500, Email: infoservices@caa.co.uk) or International Passenger Protection Limited (Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR, Tel: 0345 2661872, Email: Insolvency-claims@ipplondon.co.uk) respectively if services are denied because of Ebookers Travel's insolvency.

Directive (EU) 2015/23/02 as transposed into national law can be found [here](#).

ANNEX 2

Linked Travel Arrangements under the Package Travel Regulations

Important information regarding linked travel arrangements

In certain circumstances, a linked travel arrangement may be formed as a result of Services you decide to book. Where this possibility arises, you will be directed to read the important information below.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via Expedia, you will NOT benefit from rights applying to Package Holidays under Directive (EU) 2015/23/02.

Therefore, Expedia will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book and pay for any additional travel services from Expedia during the same visit to this website, the travel services will become part of a linked travel arrangement. In that case Expedia has, as required by EU law, protection in place to refund your payments to Expedia for services not performed because of Expedia's insolvency. Please note that if any of your payments go directly to the relevant travel service provider, Expedia has not taken out any protection to refund you for these payments. Also, this protection does not provide a refund in the event of the insolvency of the relevant travel service provider.

Expedia has taken out insolvency protection by way of an insurance policy with International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE, for any monies paid directly to Expedia.

Travellers may contact International Passenger Protection Limited (Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR, Tel 0345 2661872, Email: Insolvency-claims@ipplondon.co.uk) if the services are denied because of Expedia's insolvency.

Note: This insolvency protection does not cover contracts with parties other than Expedia, which can be performed despite Expedia's insolvency.

Directive (EU) 2015/2302 as transposed into the national law is available [here](#).