Mark Warner Booking Conditions

Applicable to all holidays departing between December 2026 and April 2027

Booking Conditions

These Booking Conditions only apply to the holiday arrangements that you book with us in the UK and which we agree to make, provide and/or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "holiday", "booking", or "arrangements" mean the holiday that you have booked with us, or via a travel agent. References to "Departure" mean the start date of your holiday.

Communications between us

For bookings made directly with us online, we will send our confirmation invoice, any applicable amendment or cancellation invoice and any other communications to you by email. If you have booked directly with us by phone, we will also send these documents and communications by email unless you have indicated at the time of booking that you would prefer us to send these documents by post. If you contact us by email (for example, with a query relating to your booking), you are deemed to have authorised us to reply using the email address you have used to contact us. You must therefore check your e-mails on a regular basis. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail, or if you have booked directly by phone and have chosen not to be contacted via email.

References in these Booking Conditions to "send" include e-mail and post, as appropriate. If you wish to and you have booked direct with us, you may contact us by email for any of the reasons mentioned in these Booking Conditions (for example, to request an amendment or notify us of a cancellation), providing you do so to admin@markwarner.co.uk

If you have booked through one of our authorised travel agents, all correspondence with us must be carried out via your travel agent. Please note that telephone calls to our reservations department may be monitored and/or recorded for training and customer service purposes.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all rights applying to packages. Mark Warner will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Mark Warner has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at www.legislation.gov.uk/uksi/2018/634/contents/made.

1. Making a booking

1.1 Your Contract

Your contract will be with Mark Warner Limited, company number 02434787, Suite 1.08 Broadway Studios, 20 Hammersmith Broadway, W6 7AB ('Mark Warner', 'we' or 'us').

In all cases, these Booking Conditions together with our website terms and conditions of use www.markwarner.co.uk/ terms-conditions, privacy policy (www.markwarner.co.uk/privacy), the 'Travel Information' and 'How to Pay' sections of our website (www.markwarner.co.uk) and any and all information that we provide to you in regard to your booking, form the basis of your contract with us ("the Contract").

References to 'you' and/or 'the client' mean the first named person on the booking (the "Lead Name") and all persons named on the booking (including anyone who is later added or substituted, whether as part of a group booking or otherwise), or any one of them, as applicable.

The 'Lead Name' shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/ or cancellations) on behalf of all the travellers in the booking and shall be liable for:

(a) The full payment of any deposits in addition to the outstanding balance to us or the travel agent, where applicable (see 'How to Pay' as referred to above);

(b) The payment of any amendment fees or cancellation charges;

(c) Confirming all passenger details to our reservation team, or the travel agent (where applicable);

(d) The passing on to all travelling passengers of any and all information issued by us or the travel agent, in full, including – without limitation – our booking confirmation invoices and these Booking Conditions; and

(e) The conduct of the persons in the booking.

In making a booking with us, the Lead Name is regarded as having read, understood, and agreed to these Booking Conditions on behalf of themselves and everyone else in the booking, and the Contract between us shall come into existence once we have issued a confirmation invoice to you. We reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you and, in this event, we will refund any deposit(s) that you have paid to us.

Please note that children over the age of 2 on the date of their return flight will require a flight seat of their own.

1.2 Payment

When making a booking (including any group booking) direct with us, deposit payments will be due in respect to all paying members of your booking (including children aged 2 years and above), unless you make a booking within 12 weeks of your Departure, in which case the full balance will be due at the time of making your booking. Outstanding balances are due for payment no later than 12 weeks prior to your Departure. Whilst we, or your travel agent where applicable, will endeavour to remind you of your balance due date, in the event that payment is not received on time, we reserve the right to cancel your booking and charge you the cancellation fees in accordance with clause 6.

Payments to us can be made by electronic bank transfer or debit/credit card. In the event that you book within 12 weeks of your Departure then full payment in respect to your booking will become due immediately.

The deposit amount will be confirmed at the time of booking.

1.3 Group bookings

The 'Group Bookings' section of our website sets out special offers and relevant offer terms in respect to group bookings, and alternative time frames and special offers for larger groups may be available on request. The following conditions additionally apply to Group Bookings:

(a) All or any group offers are subject to availability, and the number of group offers per departure may be limited or withdrawn at any time and without prior notice. Existing bookings that have already been made will not be affected.

(b) Group offers may not be combined with any other discounts or offers.

(c) Group offers may be limited to selected properties – details will be provided on request.

(d) Group offers apply to the basic holiday price current at the time of booking. Supplements for meals, under occupancy, room facilities and insurance are excluded from any group offers. Deposit requirements may vary depending on the group offers applied to your booking.

(e) Each traveller within the group must book exactly the same holiday at the same time. We may allow large groups to travel from different airports on prior written agreement with us, in which case the group offer applicable to that booking may be subject to change, at our sole discretion.

(f) Group offers will be calculated on the final number of full fare paying adults travelling. Cancellation of group numbers/ travellers may result in the loss and/or reduction of any free places, group discounts and/or group offers that had been applied to your Group Booking.

(g) Subject to (h) below, all travellers' names must be supplied to us at least twelve (12) weeks before Departure, or at the time of booking (together with the payment of the deposits). Subsequent name changes and/or changes to the number of travellers in your Group will incur an amendment fee in accordance with clause 5 (Amendments by you, the client) below. When supplying travellers' names, you must, at the same time, also confirm any room-sharing requirements, failing which we and/or the accommodation provider will allocate rooms for you and your group, and we cannot accept any liability if these arrangements do not meet with your approval.

(h) Travellers' names may be required at the same time as making the booking on some departure dates and/or destinations.

(i) Subject to clause 1.1, any person who acts as the leader of a Group Booking shall be considered as being the Lead Name and sole point of contact with us, in regard to the booking.

1.4 Availability

Please note that all bookings (including Group Bookings) are subject to availability.

2. Your documents and travel information

Please carefully read your confirmation invoice, tickets and all other documents that we send you as soon as you receive them. Contact us immediately (if you have booked direct) or your travel agent if any information appears to be incorrect or incomplete, as it may not be possible to make changes later.

We regret that we cannot accept any liability if we are not notified of any inaccuracy in any documentation, as a result of any incorrect information given to us by you. We will do our best to rectify any inaccuracies notified to us, however, you will be responsible for any costs and expenses incurred by us in doing so, except where we have made the mistake. See clause 5 in the event that you need to correct any information that you have provided to us.

It is the responsibility of the Lead Name on the booking to ensure that all members of your booking comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis, and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to, or through, and any requirements on your return to the UK. In addition to the relevant embassies and/ or consulates, information can also be found on the following websites:

FCDO (www.gov.uk/foreign-travel-advice)

NaTHNaC (travelhealthpro.org.uk/)

Brexit (https://www.gov.uk/government/collections/brexit-guidance)

GHIC: (www.gov.uk/global-health-insurance-card)

Passports: (www.gov.uk/apply-renew-passport)

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final

year from the date of issue, you should check with the Embassy of the country you are visiting.
We cannot accept any liability if any member of your booking cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation) and/or are refused entry onto any transport, or into any venue, event and/or country.
You agree to reimburse us in relation to any costs, expenses, fines, or other losses which we incur as a result of your failure to comply with any such requirements.

3. Medical conditions, disabilities and reduced mobility

If you have any medical condition, disabilities or have any reduced mobility which may affect your holiday (including any which may affect the booking process), please inform us in writing (if you are booking direct) or your travel agent at the time of, or before you confirm your booking with us, so that we can advise as to the suitability of you chosen arrangements and, if applicable, assist you with making your booking. If you wish to book online, you should email or telephone us with these details before making your booking online. You must also promptly notify us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

4. Accuracy, prices, and surcharges

We endeavour to ensure that all the information and prices on our website are accurate; however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you, and should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation or website is obviously incorrect, a booking made on that price will not be valid, and we reserve the right to cancel the booking, unless you wish to pay the correct price. We reserve the right to amend the price of any unsold travel arrangements at any time.
We are able to change the price of your booking after you have booked, as a result of changes:
(i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources;
(ii) in the level of taxes or fees imposed by third parties, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
(iii) to exchange rates relevant to your booking.
However, there will be no change to the price of your booking within 20 days of your departure. We will absorb (and you will not be charged for) any increase of 2% or less of your booking price and, conversely, we will not refund any decrease in booking price of 2% or less. You will be charged for any increase over 2% and, if the increase in price is more than 8% of your booking price, you will have the option of:
(i) accepting the price difference and paying the additional amount due; or
(ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or
(iii) cancelling your booking and receiving a full refund of all monies paid, except for any amendment charges.
Should you decide to cancel, you must do so within the time period shown on your final invoice, and we will also provide a refund of any insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Please note that travel arrangements are not always purchased in local currency, and some apparent changes have little or no impact on the price of your booking, due to contractual arrangements and other protections in place.
Please note that special offers, discounts and other deals (including in respect to Group Bookings) which may become available after your booking has been confirmed cannot be applied retrospectively to your booking, once confirmed.
Local tourist taxes may be payable before or at the end of your stay, and any such charges may vary by hotel and destination. Some resort taxes may also be age-dependent and are subject to change from time to time. We will advise you of any such applicable taxes in the email that we send to you prior to your Departure.

5. Amendments by you, the client

If you wish to change any part of your booking after we have issued a confirmation invoice to you, the Lead Name on the booking must inform us as soon as possible. Where bookings have been made directly with us (including Group Bookings) any such amendment requests must be made by either telephoning the After Sales Department on 033 3305 7121 (who may also request confirmation in writing), or by e-mailing admin@markwarner.co.uk. If you have booked through one of our authorised travel agents, any requests for amendments must be made through the travel agent. The effective date of any change shall be the date that we, or your travel agent, receive written notification from you. Whilst we will do our best to make the requested changes to your booking, it may not always be possible to do so.
If we can make the requested amendment, we will charge an administration fee of £50, in addition to any further costs or charges that we incur (whether from our suppliers or otherwise) in making the changes to your booking. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should therefore contact us as soon as possible. Amendments may also result in the recalculation of the total holiday price and the loss of any previously applicable discounts or other special offers (including in relation to Group Bookings), if the amendment means the conditions applicable to the previous calculation, or a discount or other offer, are no longer met (for example, because the number travelling has fallen below the minimum required), or the basis on which the price was calculated has changed (for example, because only one person is occupying a twin or double room).
Unless you are transferring your booking to another traveller, any changes made within 12 weeks of departure and/or any change of holiday dates will be treated as a cancellation of the original booking by you, and cancellation charges will apply as shown in clause 6 (Cancellation by you, the client). However, if the amendment is to increase the number of persons booked, or to book a more expensive holiday (without any other changes being made to your original booking) no amendment fee or cancellation charges will apply (although you will of course have to pay any increase in the total holiday cost, including any additional flight costs and/or flight amendment changes). No amendment fee or cancellation charges will apply for a name change, where the original holiday booking otherwise remains unchanged, unless flight tickets have been issued in which case, a £50 amendment fee shall be payable.
It may not be possible to change certain elements of your booking (e.g. flights, transfers, excursions, upgrades, etc.), and, where you have requested any of those elements to be changed, a cancellation charge of up to 100% for that element of your booking may be charged. For example, in order to make a flight change, the full cost of the flight(s) affected may need to be paid again by you, in addition to the amendment fee of £50. Where the amendment reduces the cost of the holiday, and you have paid your full balance, we will refund any difference in the amount paid, minus the applicable amendment fee. In the event that the full balance has not been paid, we would adjust the holiday cost accordingly (and refunds would not be payable). Please also see clause 6 below.

6. Cancellation by you, the client

If you wish to cancel your booking after we have issued a confirmation invoice to you, the Lead Name on the booking must inform us as soon as possible. Where bookings have been made directly with us (including Group Bookings), any such cancellation requests must be made by either telephoning the After Sales Department on 033 3305 7121 (who may also request confirmation in writing), or by e-mailing administration@ markwarner.co.uk. If you have booked through one of our authorised travel agents, any requests for cancellation must be made through the travel agent. The effective date of any cancellation shall be the date that we, or your travel agent, receive written notification from you (acknowledgement of which will be provided by us).
In the event of cancellation, the deposit and any amendment charges will be forfeited. If a booking is cancelled 12 weeks or less before your Departure the following cancellation fees, expressed as a percentage of the total holiday cost excluding amendment charges, will become immediately payable to us. Please see a table demonstration the cancellation charge for each period before departure below.

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 84 days	Loss of deposit
84 to 64 days	30% (or loss of deposit if greater)
63 to 50 days	50%
49-29 days	70%
28-15 days	90%
14 days or less	100%

7. Transferring the booking

If you are unable to travel for any reason or decide that you do not want to take the holiday, you may transfer the booking to another person, who satisfies all the conditions that apply to the booking, by the Lead Name giving us notice in writing as soon as possible and in any event no later than 7 days before your departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer (including those set out in clause 5). For flight-inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason. You may have to pay the full cost of an alternative flight (where available) if you wish to transfer a flight seat after your booking has been

confirmed.
If the balance is due at the time the transfer is requested, this must also be paid before the transfer can be finalised.

8. Alteration or Cancellation by Mark Warner

Arrangements for the holidays featured on our website are made many months in advance. Occasionally, we have to make changes to confirmed bookings and, whilst we always endeavour to avoid this, it is a term of your Contract with us that we are able to do so at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/ insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes to board basis, changes of carriers and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation, nor advise you in advance.

8.1 Significant Changes

If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking, we will advise you, or your travel agent, as soon as we reasonably can, if there is time before your departure. Significant changes may include:
(a) a change of your UK departure airport to one which, in our reasonable opinion, is more convenient for you. However, a change from one London airport to another will not be a significant change (London airports are City, Gatwick, Heathrow, Luton, Southend, and Stansted)
(b) a change of scheduled UK departure time by 12 hours or more (not including flight delays)
(c) a change of accommodation for the whole, or a substantial proportion of your holiday, to accommodation in a different resort and/or of a lower standard.
You will be given the choice of the following options:
(i) accepting the changed arrangements; or
(ii) accepting an alternative holiday from us, of a similar standard as originally booked (where we are able to offer one). If the alternative we offer you is less expensive, you will receive a price reduction. If it is more expensive, you will not be asked to pay any more; or
(iii) cancelling your booking with us if we are not able to offer an alternative that is sufficiently comparable, in which case you will receive a full refund of all monies that you have paid to us.
We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly, as if you do not respond to us within the timescale given, your booking may be cancelled. We will also pay compensation as detailed below, in clause 8.2, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

8.2 Cancellation

We reserve the right to cancel your booking but, on occasion we may have to for reasons due to unavoidable and extraordinary circumstances (a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken), or failure by you to pay the final balance, or because the minimum number required for the booking to go ahead has not been reached (this information will be provided to you at the time of booking, along with the time limit for us to tell you if your booking has to be cancelled due to the required minimum numbers not being reached). If we have to cancel your booking before your Departure you can either accept an alternative holiday from us if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or we will refund the money that you have paid to us. We will also pay you the compensation set out below, unless the cancellation is due to unavoidable and extraordinary circumstances, or you not paying your outstanding balance on time. Payment of any compensation in the event of a significant change or cancellation shall not apply to any 'Advance Registration(s)', or where we notify you of a change or cancellation more than 100 days prior to your scheduled Departure. No compensation is payable for children aged 2 or under at the date of return travel, or for any free child places. 50% of the compensation as set out below shall be payable for anyone who has paid a child price for their holiday.

Period before departure when we notify you or your travel agent	Minimum compensation per person
More than 100 days	Nil
71-100 days	£5
29-70 days	£10
15-28 days	£15
14 days or less	£25

9. Denied boarding regulations

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/ or refreshments under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019. The fact that a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements, even where those arrangements have been made in conjunction with your flight.

10. Unavoidable and extraordinary circumstances (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, we regret we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation where the performance or prompt performance of our obligations under our Contract with you is prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of an event of unavoidable and extraordinary events ("Force Majeure').
In these Booking Conditions, 'Force Majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include, without limitation, (whether actual or threatened) war, civil unrest, riot, strife, industrial disputes, terrorist activity and/ or its consequences or the threat of such activity, natural or nuclear disasters, chemical or biological disaster, fire, flood, epidemics and pandemics, health risks, infectious disease and government measures to combat such outbreaks; unforeseeable technical problems with transport, adverse weather conditions, volcanic eruption, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any regulatory authority or other third party, the act of any government or other national or local authority or the act of any airport, port or river authorities, sanctions, unforeseen consequences of Brexit and all other events outside our or our supplier's control.
Very rarely, we may be forced to change or terminate your holiday after your Departure, but before the scheduled end of your holiday, as a result of unavoidable and extraordinary events. In this very unusual situation, we regret that we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result.

11. Travel

Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation.
Flight timings are outside our control. They are set by airlines and are subject to various factors, including air traffic control restrictions, weather conditions, actual or potential technical problems and the ability of passengers to check in on time. Specific instructions relating to departure and travel arrangements, including the latest timings, will be sent with your e-tickets approximately 7 – 10 days before departure. You must check your e-tickets very carefully, immediately on receipt, to ensure you have the correct flight times.
It is possible that flight times may be changed even after e-tickets have been sent, and we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/ or aircraft type (if advised) will not entitle you to cancel or change your booking without paying the cancellation and amendment charges as set out in these Booking Conditions. In the unlikely event of a significant change to your confirmed overseas airport, we will arrange for you to be transported to and from the alternative airport without any additional cost to you. We cannot be held liable for any delays which are due to any of the reasons set out in clauses 12 and 13 of these Booking Conditions (which includes the behaviour of any passenger(s) at the airport or on the flight who, for example, fails to check in or board on time).
Notwithstanding the above, Mark Warner and the carrier will make all reasonable efforts as are practical to reduce the discomfort suffered by you as a result of any delay.
Regulation (EC) No.2111/2005 establishes a list of air carriers which are subject to an operating ban within the European Community: https://ec.europa.eu/transport/modes/air/safety/air-ban_en

12. Damage by, and behaviour of, you, the client

All travellers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to

have been cancelled by you with immediate effect.
In this event, our liability to you will cease, and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.
If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.
The Lead Name and any adults accompanying the group shall, at all times:
(a) act 'in loco parentis' for their group and, in particular, in regard to any minors in the group;
(b) ensure that all people in the booking comply with any and all Covid-19 requirements during the trip;
(c) ensure that the group are adequately supervised, where applicable;
(d) ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
(i) take care when out during the hours of darkness;
(ii) do not go out alone;
(iii) do not put themselves in risky situations;
(vi) are not intoxicated or under the influence of any illegal or otherwise dangerous substances and, in any event, shall not permit anyone under the age of 18 to consume alcohol; and
(v) are aware of their behaviour and actions in the context of their surroundings;
(e) ensure that no members of the group smoke in any smoke-free places, or behave in any way which may cause a fire hazard;
(f) ensure that the group wears lap belts provided for any journeys by coach;
(g) ensure that the group, or any members of the group, comply with all relevant laws.
Mark Warner and its employees shall be entitled to recover from you, at any time, the costs (reasonably estimated if not precisely known) of any damage or loss caused by you during your holiday. If the actual cost of any damage or loss is less than the amount paid by you at the time, where only an estimate of costs could be given, the difference will be refunded to you. Any extra must be paid by you, if the actual cost turns out to be more than was paid at the time.

13. Liability of Mark Warner

(1) Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking - please see clause 16 (Complaints) for how to make a complaint in destination.
(2) We will not be responsible for any injury, illness, death, loss (for example, loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from:
(i) the act(s) and/or omission(s) of the person(s) affected or another/any member(s) of their party;
(ii) the act(s) and/or omission(s) of a third party not connected with the provision of the travel services in the booking that are unforeseeable or unavoidable;
(iii) unavoidable or extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken;
(iv) any loss or damage you incur that relates to any business activity (including, without limitation, loss of earnings);
(v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/ suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities;
(vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; and
(vii) any damage, loss or expense or other sum(s) of any description pursuant to clause 13.(8) (Covid-19).
(3) Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK, which would have applied had those services been provided in the UK.
(4) Our liability, except in cases involving death, or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions. Any claim for loss of and/ or damage to any luggage or personal possessions (including money), on any basis, must be made to your travel insurers in the first instance. In the event that we are found liable for any uninsured loss of and/or damage to any luggage or personal possessions (including money) on any basis, the maximum amount we will have to pay you is £1000 per person. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.
(5) Mark Warner is to be regarded as having all benefit of any limitation of liability contained in these Booking Conditions, or any applicable International Convention(s), or any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. You can ask us to provide you with a copy of any of the travel service conditions of carriage or the international conventions applicable to your journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier and/ or transport provider for the complaint or claim in question.
(6) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers
(7) Where you claim against us in accordance with this clause, you or someone acting on your behalf, agree to assist us by, at the earliest opportunity and where applicable:
(i) providing us with details, in writing, of your injury or death and the circumstances which led to it;
(ii) providing us with a letter about your injury from your doctor;
(iii) fully cooperating with us if we, or our insurers, require further information.
(8) Covid-19:
(i) We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.
(ii) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances: If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options:
(a) If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause 7;
(b) Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance. If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you.
You must ensure you have travel insurance which covers these costs for you.
We will also not be responsible for covering the cost of any curtailment or cancellation of your holiday where you fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to

board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday. You must ensure you have travel insurance which covers these costs for you. You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday, and all measures will be taken with the purpose of securing your safety and that of those around you.

14. Insurance

It is a condition of your Contract with us that you have travel insurance which provides cover that is suitable and adequate for your specific requirements, and that will be effective from the time that you make your booking. We will not be responsible for meeting any sums which would have been covered by such adequate travel insurance, had it been in place from the date of your booking. Please read your policy details carefully and take them on holiday with you. You must be satisfied that your insurance fully covers all your personal requirements, including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness. Please note that most travel insurance policies do not cover activities which the insurers consider to be hazardous or risky. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover. We do not check insurance policies.

15. Website information and outside activities

(a) The information contained on our website is correct to the best of our knowledge at the time of publication. Our website descriptions often refer to other activities and excursions which are available outside the hotel/chalet and are bookable directly with the operator/ centre concerned. These activities and excursions are not run or controlled in any way by Mark Warner. They do not form any part of your Contract with Mark Warner. Accordingly, we regret that Mark Warner cannot accept any liability in relation to these outside activities and excursions.

(b) Where you hotel/chalet, make or take any booking from you in respect of any activity or excursion available and provided by a third party, outside of the hotel/ chalet, we, or the hotel/chalet (as applicable), do so solely as a booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in resort, on our website, or elsewhere. Your Contract for any such activity and/or excursion will be with the supplier or operator of that activity or excursion, and you will be bound by the terms and conditions of the Contract with that provider. Mark Warner has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/ their employees or agents or any other person(s) connected with the activity or excursion.

(c) where your hotel/ chalet makes or takes a booking for or from you in respect of an activity, facility, or service provided by the hotel/ chalet but which is not advertised on our website as forming a part of your Contract with us and we have not taken any payment from you for this activity, facility, or service, your contract for that activity, facility, or service will be with the hotel/ chalet directly (and not with Mark Warner). This contract will be subject to the hotel/ chalet's own terms and conditions of contract. Mark Warner has no liability for any such activity, facility, or service or for any act(s) or omission(s) of the hotel/ chalet or any of its employees or agents or any other person(s) connected with the activity, service or facility.

(d) We cannot guarantee accuracy at all times of information given in relation to any activities and excursions or about the resorts generally (except where this concerns the services which will form part of your Contract with us) or that any particular excursion or activity will take place or be available, as these services are not under our control. If you feel that any of the activities or excursions mentioned are important to the enjoyment of your holiday, contact us before making your booking, and we will tell you the latest known situation. If we become aware of any material alterations to resort information and/ or such activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

16. Complaints

Most complaints can be resolved quickly during the holiday, but only if you bring the matter to our immediate attention. So, should you have a problem or complaint at any time during your holiday, you must report it immediately to the hotel manager, who will endeavour to put things right quickly when it matters most – on the spot.

If your complaint is not resolved locally, you must send a formal written notice of your complaint to customerservices@markwarner.co.uk, or you can write to us at: Mark Warner Ltd, Suite 1.08 Broadway Studios, 20 Hammersmith Broadway, W6 7AB. In either case, you must do so within 28 days of your return from holiday, giving your booking reference and all relevant information. Please include your e-mail address – if you write to us and if you are happy for us to contact you in this way - as this will enable us to respond to you more efficiently. Please keep your email/letter concise and to the point, as this will assist us in quickly identifying your concerns and speed up our response to you. If you are not satisfied with our response we must be informed by you within 28 days from the date of our response to you. If you fail to follow the requirement to report your complaint immediately in person during your holiday whilst in destination, we will have been deprived of the reasonable and important opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agree to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

17. Providing assistance

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

18. Special requests

If you have any special requests, please inform us (if you have booked direct) or your travel agent, in writing, at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise or guarantee that any request will be complied with unless we or your travel agent (as applicable) or we have specifically confirmed this to you.

Confirmation that a special request has been noted or passed on to the supplier is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

19. Law and jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

20. ATOL protection

The money you pay us for a flight inclusive booking is protected by an ATOL (number 1176) which is managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. When you buy an ATOL-protected flight, or flight inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither the supplier nor we 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 suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer, where applicable. You also agree that any such claims may be reassigned to another body if that other body has paid sums you have claimed under the ATOL scheme.

Any money taken by a travel agent for your booking is held by that travel agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the travel agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the travel agent, or

subsequently accepted from you by the travel agent, is and continues to be held by the travel agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

For any holidays which do not include flights, all monies you pay us will be paid into a trust account which is controlled by an independent trustee. These monies will not be released to us until your holiday arrangements have been completed. These arrangements mean all monies you have paid us will be refunded to you in the unlikely event of our being unable to provide your holiday due to our insolvency.

21. Data protection and Photography

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: (www.markwarner. co.uk/privacy). It is possible that while you are on holiday, photographs or videos may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any clients who are prominently included in any shots. Consent will not generally be sought from clients who only appear in the background and are not identifiable. No clients will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

22. Variation

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

Booking conditions last updated 02.11.26