

BOOKING CONDITIONS

FULL TERMS

ScottDunn



The following Terms and Conditions, together with our Privacy Policy (<https://www.scottdunn.com/about/legalities/privacy-policy>) and Important Information apply to all holidays booked with Scott Dunn Limited trading as Scott Dunn ("we", "us" or "our"). Together they form the basis of your contract with us. Please read them carefully as they set out our respective obligations. In these Terms and Conditions "you" and "your" means all persons named in the booking - including anyone who is added or substituted at a later date.

Package bookings: where you have booked a package holiday, within the meaning of the Package Travel and Linked Travel Arrangements Regulations, you will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have 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 <https://www.legislation.gov.uk/ukxi/2018/634/schedule/2/made> and the details of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/ukxi/2018/634/schedule/2/made>.

Non-package bookings: if, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via us, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

We will be acting as an agent for the provider of the travel service. This means that your contract for travel services will be direct with the service provider and their terms and conditions will apply to your contract with them. By proceeding with your booking, you acknowledge that you have read and understood the service provider's terms and conditions and agree to be bound by them. Scott Dunn does not carry any liability for any breach of contract or negligent act or omission of the service provider (or their employees, agents, suppliers or subcontractors), for any bookings where we act as an agent for the service provider.

COMPANY DETAILS:

Scott Dunn is a trading name of Scott Dunn Limited and is registered in England under company number 2021650 with registered address at Riverbank House, 1 Putney Bridge Approach, Fulham, London, England, SW6 3JD . We are accredited by IATA (International Air Transport Association) licence number 9123848/6. VAT registration number 202521467. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2471) and hold a bond with the Association of Bonded Travel Organisers Trust Limited (ABTOT number 5222). We are also members of various trade associations including ATTA and LATA.

Our contact numbers are: +44 (0) 20 8682 5000 (UK working hours) +44 (0) 20 8682 5099 (out of UK working hours)

The telephone numbers for your particular hotel/s and that of the Scott Dunn representatives in your region (where applicable) can be found on the contact sheet included in your travel pack.

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1. BOOKING, PAYING AND CONFIRMING FOR YOUR HOLIDAY

a) To book a holiday, please use our website or call us to request a quotation. When you are happy with the quotation and have read and agreed to our Terms and Conditions, you can either a) log in to the myScottDunn area of the website, review the itinerary and quotation, then pay the specified deposit on-line using a credit or debit card or b) call your consultant and we can process your booking and deposit over the phone.

The person named on the quotation ("Party Leader") must be authorised to make the booking on the basis of these Terms and Conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By paying the deposit, the party leader accepts these Terms and Conditions, and those of our third party suppliers, on behalf all members of the party and confirms that he/she is so authorised to do so by all other members of the party. The Party Leader is responsible for:

- (i) all payments due to us;
- (ii) confirming all travelling passenger details to us;
- (iii) the passing on to all travelling passengers of any and all information issued by us (including these Terms and Conditions); and
- (iv) must be at least 18 when the booking is made.

b) The nature of the holidays we arrange means we are often not in a position to confirm every requested element at the time of booking. Once we reasonably expect the key elements of your holiday to be available, we will process your payment and a contract between you and us will come into existence, as set out in (1c) below. If for any reason we do not expect the key elements of your holiday to be available, we will not process your payment and will advise you accordingly (and no contract shall be formed between us). Processing your payment is not a guarantee or representation that your requested arrangements will be provided or confirmed. Where you submit your booking request online, any electronic acknowledgment of its receipt is not a confirmation of the booking.

Obtaining confirmation of all elements from suppliers may take two weeks or more. In some cases, it may not be possible to confirm all elements as requested and changes may need to be made prior to a contract being formed between us. Occasionally, we may have to cancel a booking prior to issue of the confirmation invoice (and a contract being formed between us), where our supplier is unable to confirm all key elements, and/or we are unable to offer suitable alternative arrangements. In this event and, where we are not able to offer any alternative arrangements that are acceptable to you, we will refund all monies you have paid us. No compensation will be payable in this event.

c) A contract between you and us will come into existence when we process your credit/debit card payment; or deposit your cheque/cash for your deposit or initial payment into our account and issue you with a confirmation invoice. Where we have taken payment from you but are unable to confirm your booking arrangements, we will issue you with deposit receipt letter only, acknowledging receipt of your payment. The deposit receipt letter is not a confirmation invoice and does not constitute a contract between you and us. We will only issue you with a confirmation invoice where we reasonably expect your booking arrangements to be available to book and only at this stage will a contract between you and us exist.

The arrangements shown on your confirmation invoice are those that we are contracted to arrange for you. Note that these are subject to our end suppliers' terms and conditions and the fulfilment of their element of the contract (see section 10). If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate (see clause 2 for further information). The confirmation invoice and ATOL Certificate will be sent to the Party Leader. Please check these documents carefully as soon as you receive them. Contact us immediately if any information that appears on the confirmation invoice, ATOL Certificate or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any documentation within ten days of our sending it out (7 days for tickets). You must ensure that the name of each party member given to us at the time of booking matches the name exactly as it appears on that party member's passport, used for travel on this booking.

d) A deposit as specified on your quotation, or as advised by your travel consultant, must be paid at the time of booking. Deposit amounts may vary, depending on the travel arrangements being booked and, in some circumstances, additional deposits may be required (collectively "Deposit(s)"). On occasion, full payment may be required at the time of booking, for example, where a non-refundable flight is booked. If this applies to your booking, we shall advise you of this prior to booking or may request an additional deposit payment after booking.

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The balance of the holiday cost must be received by us no less than 90 days prior to your date of departure. Bookings made within 90 days of departure require full payment at the time of confirmation of your booking, by us. The balance payment date will be shown on the confirmation invoice. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges set out in clause 4 will apply. In such cases a written notice of cancellation and a cancellation invoice would be sent to you.

Payments can be made by debit card, credit card (Visa and MasterCard only) or bank transfer.

e) Where you book online or otherwise provide us with an e-mail address, we will communicate with you by e-mail. We will e-mail your confirmation invoice and any other documentation which can be sent in this way. You must therefore ensure you check your e-mails on a regular basis. You should check your confirmation invoice and other documentation on receipt. We may contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent to you by post. References in these Terms and Conditions to "send" and "in writing" include communication by e-mail.

You may contact us by e-mail for any of the reasons mentioned in these Terms and Conditions (for example, to request an alteration) providing you do so to the e-mail address of your Travel Consultant.

2. FINANCIAL PROTECTION OF YOUR HOLIDAY - ATOL

Where your confirmed travel arrangements include a flight and you are resident in the UK (or EU) or the flight departs from, arrives in or transits the UK, this is financially protected through our Air Travel Organiser's Licence number 2471 managed by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or our 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 we nor our supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it 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 our 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 (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

For holidays that are not ATOL protected, for example if no flights have been provided by us or the holiday is not sold within the UK, then financial protection is offered through the Association of Bonded Travel Organisers Trust Limited (ABTOT).

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Scott Dunn (membership number: 5222) and in the event of our insolvency, protection is provided for the following:

1. non-flight packages and
2. flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Scott Dunn.

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In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

3. ALTERATIONS BY YOU & TRANSFER OF BOOKING

For package bookings, should you wish to make any alterations to your confirmed holiday the Party Leader must notify us as soon as possible in writing. Whilst we will endeavour to assist, we cannot guarantee that any request will be met. If we can make the requested change you will be provided with a quote detailing any additional costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers, and our amendment fees of £75 per person.

If your request significantly changes the nature of your confirmed booking it will be treated as a cancellation and the terms set out in clause 4 shall apply. Any change that results in your holiday price being reduced by 10% or more shall be treated as a cancellation and the charges set out in clause 4 apply.

Please note that some arrangements are priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the holiday for other members may increase significantly and some airline tickets (e.g. advance purchase and net fare tickets) and other travel services cannot be changed once booked, without incurring considerable cost (sometimes up to 100% of the price for that part of the booking). Any such charges will be payable in addition to the amendment fee stated above.

If the alteration results in a decrease in total price for your booking, refunds will not be payable by us. If a passenger in your booking cancels, then the cancellation charges set out in clause 4 will also apply.

Transfer of Booking: If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else as long as the following conditions are met:

- (i) the transfer is requested by the Party Leader in writing at least 7 days before the date of departure;
- (ii) all suppliers and third parties accept the transfer of names or are able to re-book. Please note, air tickets are rarely transferable and any requests for transfers or alterations may incur a cancellation charge of up to 100% of your ticket price;
- (iii) the Party Leader signs an authorisation to transfer the holiday to the other person;
- (iv) the other person(transferee) satisfies all the conditions applicable to the contract with us (including, without limitation, these Terms and Conditions); and
- (v) the transferee confirms they have valid travel insurance.

Where a transfer to a person of your choice can be made, all additional costs and charges incurred by us and/or incurred or imposed by any of our suppliers, together with an amendment fee of £75 must be paid. Any overdue balance payment must also be received prior to the transfer being made. The Party Leader and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 4 will apply.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements, in addition to the £75 amendment fee.

4. CANCELLATION BY YOU

Cancellations must be notified to us in writing by the party leader. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding late booking and amendment fees. Late booking and amendment fees are not refundable in the event of cancellation.

Cancellation charges:

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Period before departure when notification is received	Cancellation charge
More than 90 days	Deposit(s)
<i>Thereafter, the greater of deposit(s) paid or the following % of the invoice total:</i>	
61-90 days	25%
31-60 days	50%
15-30 days	75%
14 days or less or no show	100%

Cancellation by You due to Force Majeure

You have the right to cancel your confirmed arrangements before the departure date without paying the above cancellation charges in the event of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity that significantly affects the performance of the arrangements, or significantly affects the transporting of you to the destination. This clause shall not apply in the event that you decide not to travel of your own volition. In these circumstances, we shall provide you with a full refund of the monies you have paid to us, but we will not be liable to pay you any compensation. Please see clause 9 for more information on Force Majeure.

5. CHANGES & CANCELLATION BY US

Occasionally we may have to make changes and correct errors in our booking information both before and after bookings have been confirmed. We may also have to cancel confirmed bookings due to factors outside our control, or, if the minimum number of bookings required for a particular holiday have not been met. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. We will notify you of any cancellation at the earliest opportunity and, in the case of arrangements which depend on a minimum number of bookings (which is not achieved), at least 30 days before departure. In this event, we will refund payments that you have made to us, but we will not be liable for any compensation.

Most changes will be minor in nature and will not entitle you to a refund, or to change your holiday and no compensation will be due. Examples of minor changes include but are not limited to, a change of flight time of 12 hours or less, a change in airline (except as specified in clause 16 'Flights'), a change in the type of aircraft (if advised), a change in accommodation to the same category or higher, or a change in the destination airport. In the event we have to make a significant change, we will inform you as soon as possible. Examples of significant changes include, but are not limited to

- (i) a change in your flight departure time by more than 12 hours;
- (ii) a change of your departure or arrival airport to one that is significantly more inconvenient to you (this clause shall not apply to London airports);
- (iii) a change in your destination; or
- (iv) a change of accommodation to that of a lower standard.

If we inform you of a significant change to your booking after it has been confirmed, you have the option to:

- (A) accept the changes (for significant changes); or
- (B) accept an alternative holiday from us, where available, of a similar standard to that originally booked (if the alternative holiday is cheaper than the original one, we will refund the price difference, and if it is more expensive you will be charged for the difference); or
- (C) cancel your booking and receive a full refund of all monies paid to us.

No compensation will be payable, and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Terms and Conditions entitling us to cancel (such as not paying on time) or where a change is a minor one.

If we have to make a significant change to or cancel your booking we will, where compensation is appropriate, pay you reasonable compensation, with a minimum of £100 but no more than £500 per booking, depending on the circumstances and when the significant change or cancellation is notified to you, subject to the exceptions set out below.

Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where:

- (i) we are forced to make a change or cancel as a result of unavoidable or extraordinary circumstances beyond our control; or

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- (ii) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above); or
- (iii) where your booking is cancelled or a significant change made (which you accept) prior to, or at the time of confirming your booking, as set out in clause 1b.

If our third party suppliers become unable to provide a significant proportion of the services that you have booked through us after you have departed, we will, if possible, make suitable alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation. In the event that your holiday has to be curtailed due to unavoidable and extraordinary circumstances, we will arrange your repatriation, or provide you with up to 3 nights' accommodation, in addition to providing you with proof for your insurer of the value of any arrangements you have not been able to use and of any additional costs you have incurred directly with us.

6. PRICES

All prices published in our marketing material and on our website are for guidance only and are based on exchange rates in effect on the publication date. Although every effort is taken to ensure prices are accurate at the time of publication, we cannot guarantee these prices. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

We reserve the right to alter or correct errors in any quoted or published prices at any time prior to a contract between us coming into existence and to correct obvious errors in the prices of any confirmed bookings. If a booking is made when it is apparent that a pricing error has occurred, then the booking will not be valid and we can cancel the booking and make a refund to you (unless you wish to pay the correct price). For package bookings, once the price of your chosen holiday has been confirmed on your confirmation invoice, then subject to the correction of obvious errors, we will only increase the price in the following circumstances:

- (i) Where the price of transportation increases resulting from the cost of fuel or other power sources;
- (ii) Where the level of taxes or fees included in the booking increases, where they are imposed by third parties not directly involved in the performance of your booking, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) The exchange rates relevant to your booking change.

If the price increase is greater than 8% of the cost of your holiday (excluding any amendment fees), we will advise you no later than 20 days before your departure date and you will be entitled to cancel your booking within 14 days of us informing you and receive a full refund of all monies you have paid to us (except for any amendment fees). We will absorb any increase in price which amount to 2% or less of your holiday and if the price decreases by 2% or less, we will not refund this sum.

If you do not tell us within 14 days that you wish to cancel your booking, we are entitled to assume that you do not wish to do so and will pay the increase in price. Any increase in price must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the revised invoice, whichever is the later.

Should the price of your holiday go down beyond 2% due to the changes mentioned above then any refund due will be paid to you less an administration charge. However, please note that some apparent changes have no impact on the price of your holiday due to contractual terms in place with various third party suppliers.

In accordance with Air Navigation Orders, an infant must be under 2 years of age on the date of their return flight to qualify for infant status. If it becomes a legal requirement for infants to have separate airline seats, we will have to pass the cost of this onto any guest travelling with an infant, in accordance with (ii) above.

7. INSURANCE

It is a condition of booking that you have or arrange adequate insurance cover for personal liability, medical (including repatriation) and holiday cancellation, to be valid from the date when the contract between us comes into existence until the holiday is completed. When obtaining travel insurance you must ensure that policy is adequate for the specific holiday and that the insurer is aware of the type and destination of travel and any activities which you plan to undertake that may be considered high risk such as skiing, scuba diving, white water rafting, travel by light aircraft, paragliding, kite surfing, wind surfing, safaris, mountain trekking and so on.

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Please ensure that you are fully covered, in particular with regard to the maximum cancellation amount. We may need to refer to this if you are involved in an accident. If you do not arrange the aforementioned cover, Scott Dunn may, if it chooses, refuse your booking or cancel your holiday. In any event, Scott Dunn will not be held responsible for any expenses, loss or damage you incur as a result of your failure to comply with this clause or the requirements of your travel insurance policy. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

8. VISAS, PASSPORTS & HEALTH REQUIREMENTS

It is the Party Leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure (including, without limitation, passports, visas, vaccinations, driving licence and any health documentation as required). You must pay all costs incurred in obtaining such documentation. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Travel and documentation requirements do change and you must check the up to date position in good time before departure, especially with regard to the countries you are visiting (or travelling through) and any requirements on your return See <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office>

We will advise the passport, visa and health requirements for British Citizens at the time of booking but we strongly advise that you contact the relevant embassy(ies) or consulate(s) and your doctor, in good time prior to travel, in order to check the latest advice and regulations, as they can change at short notice. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and do not yet hold a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday, as the UK Passport Service has to confirm your identity before issuing your first passport and may ask you to attend an interview. Many countries require that passports are valid for 6 months after the return date and airline/immigration officials may prohibit entry unless this rule is observed. Please also ensure that the name on the passport corresponds with your airline tickets and that your passport contains at least one completely blank page to allow for immigration stamps. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If you are planning to combine some business with your holiday or if you are planning a visit for more than 30 days, different/additional visa requirements to those referred to above may apply to you. If these circumstances apply to you please contact the Embassy or Consulate of the country(ies) to or through which you are intending to travel, for further advice. If you are going on your honeymoon, we suggest you carry your Marriage Certificate. Please note however that airlines now require the name on your passport to match your flight tickets even if you are newlywed, so if you are planning on travelling in your married name make sure you have changed the name in your passport before your holiday.

Many countries require certificates for mandatory vaccinations depending upon recent travel and current policy. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health. Please note that some vaccinations and prophylaxis courses must be started up to 6 weeks before travel. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

If you have any medical conditions or require special assistance, such as wheelchair access, you must inform us of this before purchasing your holiday. If you are purchasing a place on Scott Dunn's Explorers' programme, you will need to disclose any medical conditions of the children participating in the programme prior to departure and we will provide you with a form to make these disclosures.

We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure or inability on your part to carry all required documentation or otherwise comply with any passport, visa, immigration requirements or health requirements and/or formalities. If failure to have any necessary travel or other documents results in costs, charges, expenses, fines, surcharges or other financial penalty being imposed on or incurred by us, you will be responsible for reimbursing us for any and all such costs.

9. FORCE MAJEURE

Except where otherwise expressly stated in these Terms and Conditions, there may be circumstances 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 unavoidable and extraordinary circumstances ("Force Majeure Events").

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In these Terms and 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 may include but are not limited to, political disputes, civil unrest, acts of war, threat of war, riots, terrorist activity (actual or threatened) or its consequences, border closures, industrial action and/or disputes (actual or threatened), technical problems with machinery, epidemics and pandemics, infectious disease outbreak, health risks, unforeseeable technical problems with transport or equipment, government intervention, natural or nuclear disasters, volcanic eruption, fire, flood or explosion, adverse weather conditions, airport, port or airspace closure, restriction or congestion, flight or other travel restrictions imposed by any regulatory authority or other third party, sanctions and any other action from governments in the UK or overseas and acts of God and all similar events outside our or our suppliers' control. Force Majeure also includes the UK Foreign Office advising against all travel, or all but essential travel, to any destination, region or country.

10. SUPPLIER'S CONDITIONS

a) Scott Dunn contracts on your behalf with third party suppliers to provide most accommodation, services and transport. Bookings will therefore be subject to the additional terms and conditions of our third party suppliers including the regulations and conventions that are applicable to them. Where flights are included in your booking, your journey may be subject to certain conditions of carriage and International Conventions. You agree that the airline and/or transport company's own conditions of carriage will apply to you on that journey. When arranging this transportation for you we rely on the terms and conditions contained within these International Conventions and those conditions of carriage. You acknowledge that all of these terms and conditions form part of your Contract with us as well as with the those of the airline and/or transport company. Additional terms and conditions of our third party suppliers which are applicable to you are available upon request. In order to obtain these, you should contact your Scott Dunn travel consultant. . These conditions may limit or exclude liability to you. Many of our third-party suppliers require a waiver of responsibility to be signed, which may limit some of your rights vis a vis those suppliers.

11. OUR LIABILITY

11.1 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. holiday must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of Scott Dunn. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political disputes entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

11.2 PACKAGE BOOKINGS

a) Where you have made a package booking which is covered by the Passenger Travel Regulations, we shall make sure that the booking that we have agreed to make, perform or provide (as applicable) as part of our contract with you is made, performed or provided with reasonable skill and care. In line with the regulations, we will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in making, performing or providing, as applicable, your contracted booking arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction.

b) The level of any such compensation will be calculated taking into consideration all relevant factors including, without limitation, whether the complaints procedure as described in these Terms and Conditions was followed and the extent to which ours or our employees' or suppliers' negligence affected your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

c) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other

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sum or claim of any description whatsoever which results from any of the following:

- (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday; or
- (iii) unavoidable and extraordinary circumstances/ Force Majeure Events as defined in clause 9 above.

d) In the event of a potential claim or complaint, the laws and applicable standards of the relevant destination, together with the information provided by us, will be used as the basis for deciding whether the services in question had been properly provided. If the services in question were provided in accordance 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.) Our liability to you (except in cases involving death or personal injury) shall be limited to three times the cost of your holiday (excluding any amendment charges) paid by or on behalf of the person(s) affected in total, subject to any lower limits or conditions imposed by the relevant EU or international conventions (copies of which can be made available on request). This maximum amount will only be payable where you have not received any benefit at all from your holiday.

f) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any applicable service provider for the complaint or claim in question.

g) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (ii) which did not result from any breach of contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any claims, losses or expenses which relate to any other business (including any loss of earnings incurred by any client who is self-employed).

h) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned, about your claim or complaint, as set out in clause 19 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers or us want to enforce any rights that are transferred.

i) Covid-19: Limitation of liability

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.

Please note that 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 where possible and subject to availability:

a. Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well as any increase in cost imposed by other suppliers);

b. 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 3 (booking transfer);

c. 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.

ⓑ 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

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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 also acknowledge that our 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 those around you.

11.3NON-PACKAGE BOOKINGS

For non-package bookings, we shall not carry any liability except where it is proved that we have breached our duty to select service providers with reasonable skill and care and damage to you has been caused. Otherwise, we do not carry any liability to you for anything that happens during your trip, or any acts or omissions of any service provider(s), or any of their employees, agents, suppliers or subcontractors.

Further, we have no liability where:

- a) the service cannot be provided as booked, due to Force Majeure Events; and/or
- b) you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you to us; and/or
- c) you incur any loss or damage that relates to any business activity; and/or
- d) any loss or damage relates to any services 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 resort).

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your booking with us.

This limit does not apply to cases involving death or injury.

12. WEBSITE ACCURACY

All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website and itineraries are accurate at the time of publishing. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. The layout and furnishing of rooms shown in photographs may change. Advertised facilities, services, schedules, and laws and suppliers' programmes may also change. Errors may also occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking. We cannot accept responsibility for any descriptions, facts or opinions published in any third party or suppliers' brochures or promotional material.

13. BEHAVIOUR & DAMAGE

a) When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner, or manager, or other supplier, or to us, as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded to you. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your disruptive behaviour and/or actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, you or the person(s) concerned will be required to leave the accommodation or other

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service. We will have no further responsibility or liability toward you or such person(s) including any return travel arrangements, or other losses you or the other person(s) may incur. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

b) The type of travel, which we offer, requires flexibility and must allow for alternatives and variations. The outline itinerary as given for each holiday must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of Scott Dunn. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political disputes entry or border difficulties, climate and other unavoidable and extraordinary circumstances (Force Majeure Events).

14. ACCEPTANCE OF RISK (BY YOU)

You acknowledge that the nature of travel is adventurous and that as such some holidays may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. Some activities incidental to the holiday may carry inherent risks and if you wish to participate you may be requested to sign an additional waiver form by the local supplier. It is your responsibility to ensure that you are physically fit enough to participate, that you have adequate protective clothing and safety equipment and take sensible precautions for your own safety and for the safety of any children for whom you are responsible.

15. OVERSEAS STANDARDS, EXPECTATIONS & SAFETY

Please note it is the laws, requirements and standards of the country in which any travel services are provided, which apply to those services - and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower. The infrastructure standards in certain overseas countries are often quite different from those accepted as the "norm" in the UK. This can include levels of service and the reliability and standard of transport, food, accommodation, communications, power and water supplies to name but a few. In addition, you must take reasonable precautions for your own safety whilst on holiday. For example, you are advised not to walk alone at night in unlit areas and not to display jewellery or valuables.

16. FLIGHTS

- a) It is a requirement of some airlines that all onward and return flights are reconfirmed at least 72 hours before departure. Therefore, it is essential that you contact the appropriate airline or our representatives on arrival to reconfirm your flights. Remember to check current timings as they are subject to change and we recommend that, where possible, guests check in on-line 24 hours prior to departure.
- b) Many airlines, airports and governments levy a variety of taxes and surcharges including, without limitation, departure, arrival, noise, environmental, fuel, travel, accommodation and security taxes or surcharges, which are often payable locally unless specifically shown on your tickets as being prepaid.
- c) If you fail to utilise the outbound portion of your flight ticket the inbound portion will automatically be cancelled.
- d) In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm
In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 5 "Changes and cancellation by us" will apply.
- e) We are not always in a position at the time of booking to confirm the flight timings that will be used in connection with your flight. The flight timings shown in our brochure, 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, potential technical problems and the ability of passengers to check in ontime.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure.

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You must accordingly check your 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 tickets have been despatched - we will contact you as soon as possible if this occurs. Please note also your responsibility under 15(a) above.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

17. LATE ARRIVALS, DELAY & DENIED BOARDING

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/ passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements made with us, even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

18. ACCOMMODATION

The accommodation provided is only for the use of those persons named on the confirmation invoice and subletting, sharing or assignment is prohibited.

19. CLAIMS & COMPLAINTS

In the event that you have cause for complaint whilst on holiday you must immediately bring it to the attention of the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter during your holiday. If your complaint is not resolved locally then please contact the Scott Dunn UK office.

If you fail to follow the complaints procedure in this clause you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it.

If we/our supplier is unable to resolve matters whilst you are on holiday and you remain dissatisfied, you must write to us within 28 days of your return with full details. Please quote your booking reference on all correspondence. If you fail to follow this complaints procedure, your right to claim any compensation may be affected or even lost as a result. Please obtain our prior authorisation before making your own travel arrangements.

20. LAW & JURISDICTION

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only, unless, in the case of Court proceedings, you live in Scotland.. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland as applicable (but if you do not so choose, English law will apply).

21. PROMPT ASSISTANCE

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For package bookings and, in the event that you are in difficulty, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. We may charge a fee for such assistance if the difficulty is caused intentionally by you or through your negligence. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

For all bookings, if any problems occur whilst on your holiday, please contact the manager of the hotel or our representative in the region. If this does not resolve the problem, please contact one of the Scott Dunn offices in the UK or our out of hours line. We would much prefer to resolve any problem at source and at the time of occurrence (if possible). Please see our Terms and Conditions for further information. If you fail to follow the simple complaints procedure set out here and in our Terms and Conditions, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

22. PERSONAL INFORMATION & PRIVACY

Scott Dunn are committed to protecting your privacy and, as such, we comply with the Data Protection Act 2018 in the controlling and/or processing of the personal data supplied by you during the booking process for the purposes of fulfilling the contract between us. Full details of our Privacy Policy can be found on our website (<https://www.scottdunn.com/about/legalities/privacy-policy>). so if you are planning on travelling in your married name make sure you have changed the name in your passport before your holiday. Many countries require certificates for mandatory vaccinations depending upon recent travel and current policy. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health.

Please note that some vaccinations and prophylaxis courses must be started up to 6 weeks before travel. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

See our terms and conditions for further information regarding passports, visas and health requirements.

IMPORTANT INFORMATION

The following Important Information should be read in conjunction with our Terms and Conditions and Privacy Policy, as together they form the basis of your contract with us. Please read these carefully as they set out our respective obligations.

AIRLINE AIRPORT CHECK-IN

Check-in times for your international and internal flights will be outlined in your final itinerary. It is important you adhere to these times. Should you fail to check in before check-in closes (usually no less than 1hr prior to departure), the airline has the right to refuse you to board the flight and will not provide you with any refund. Most passengers arrive at check-in at the pre-assigned check-in time and therefore the queues tend to be the longest at this time. In general, it is always worth checking in earlier if possible as, not only should the queues be shorter and the experience more relaxing, but you will have a much better choice of seating.

Please note that the check-in time relates to when you should be at the actual check-in desk, not the time you should arrive at the airport. Long queues for security checks and for check-in should be taken into consideration when planning your journey to and arrival time at the airport. Most airlines now offer an on-line check-in service which is convenient and fast way to check-in, see below. Self-service check-in machines can be found at all major UK airports and many international airports. Self-service check-in can be a fast, efficient way of checking-in, avoiding queues and giving you the opportunity to personally select your seat number. Any hold baggage needs to be dropped off at the Fast Bag Drop counters.

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AIRLINE ON-LINE CHECK-IN

Many airlines now give you the option of checking-in on-line up to 24 hours before departure from the comfort of your home. The major advantage is the ability to choose your own seating and to smooth experience at the airport on departure.

If you are travelling with British Airways, log onto www.ba.com and click on manage my booking, or use the link on the Scott Dunn website. Don't forget that you will also have to check-in for your return journey 24hrs before the return departure date. If you are unable to access the Internet please ask your hotel or our representative for assistance.

AIRLINE E-TICKETS

Most air tickets issued in the UK are now e-tickets. E-tickets are an electronic ticketing solution and do not comprise any paper ticket coupons, though you will be provided with an e-ticket receipt, that can be printed out. E-tickets can be used to check-in on-line, using the self-service machines or at the staffed check-in desks.

AIRLINE SEATING

The pre-allocation and acceptance of seating requests is becoming more and more restrictive. Often it is only families, holders of frequent flyer cards, premium class passengers and passengers who have paid a pre-allocated seating fee directly to the airline, who are able to request specific seating.

Please ensure that you let us know your seating preferences at the time of making your booking and we will do our best to request seating where possible. Do note that airline seating is always only on request and airlines always reserve the right (which they often exercise) to rearrange the seating. We cannot therefore guarantee ANY seating requests.

AIRLINE LUGGAGE ALLOWANCE

Most airlines offer some free luggage allowance. The allowance varies from airline to airline and between different aircraft types. Please consult the airline, your consultant or your travel documentation for details. Please note that low cost carriers may have very restrictive free luggage policies.

Please note that for some internal flights you may be on a light aircraft where a strict luggage restriction of 10-15kg per person plus hand luggage is imposed. On many light aircraft large suitcases with rigid frames are prohibited, as they cannot be packed in the hold of light aircraft. The ideal luggage to bring is a soft canvas or leather bag or holdall. If this is going to cause a problem, please call to discuss the possibilities.

AIRLINE RECONFIRMATION

Many international airlines, with the exception of British Airways, require you to reconfirm your flight(s), including your return flight(s), at least 72 hours before the flight(s) concerned departs. We therefore strongly advise that you do so. Please be particularly aware of this issue when travelling on smaller regional airlines and during peak season. If for whatever reason you do not use your outbound flight, the inbound sector will automatically be cancelled. This process is automated and standard airline procedure.

AIR TAXES & SURCHARGES

Current regulations require that all passengers (including children) departing from a UK airport must pay an Air Passenger Tax (APT), and a Passenger Service Charge (PSC), which varies from airport to airport.

In addition to the Government imposed APT and PSC, airlines usually apply surcharges to cover the increased cost of insurance, fuel and other charges. Fuel surcharges vary from airline to airline, between shorthaul and longhaul flights and between classes of cabin.

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The prevalent UK taxes (APT and PSC) and the various surcharges will be included on your international air tickets plus any other overseas taxes that are pre-payable in the UK. However, in some countries, departure taxes, especially domestic services, are only payable at the airport in local currency on departure. Foreign currency is often not accepted or given as change so it's a good idea to put the required amount of money away at the beginning of your holiday to ensure that you are not caught out on departure and find yourself having to go and change money.

Please note that all taxes and surcharges are subject to constant change and may vary after confirmation invoice has been issued.

AIR TICKET FLEXIBILITY

Most of the air tickets that we sell are based on our contracted airfares. These airfares, although extremely competitively priced are designed for use with tour operator packages and are usually much more restricted in terms of flexibility than the more expensive 'published' fares. Alterations and refunds including premium classes are usually not permitted. If you require a fully flexible air ticket, please call us to discuss prior to booking but bear in mind that there may be a significant increase in the airfare.

AIR FLIGHT DETAILS

Your flight details are provided with your final documents and on your e-ticket. It is your responsibility to ensure that the details are correct and the name on your ticket matches that on your passport. Flights may be classed as non-stop, direct or indirect. A direct flight has a single flight number but may land to refuel or collect/drop off passengers en route. Only flights classed as non-stop are truly direct.

AIR FLIGHT RESERVATIONS

Flights cannot be held unless the full name of the passenger is provided. Therefore, flights cannot be automatically held for all members of a booking unless their full details have been supplied. Unless you have paid a specific premium for a fully flexible ticket, then once flights have been confirmed they are non-refundable and non-changeable. Sometimes we have to use public or published fare tickets to offer the required itinerary. In these cases, it may be necessary for these tickets to be fully paid for at the time of booking even though departure date is weeks or months in the future.

CREDIT CARDS

Scott Dunn accepts Visa and MasterCard credit cards plus most UK debit cards.

Most credit cards are widely accepted around the world, but please note that fees charged for their use vary dramatically from country to country. Fees in excess of 10% are not uncommon and exchange rates can be poor. Please check before using your credit card.