

KEY POINTS:

- You enter into a contract as soon as you or your travel agent call, email, book online or live chat with our sales office to make a booking and we reserve all the elements of your holiday and confirm the booking to you.
- If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.
- You can make changes to your booking in certain circumstances. We make a charge for this. We can change or cancel your booking. We will pay you compensation in certain circumstances.
- We are responsible for providing your holiday but there are legal limitations.
- We are members of ABTA.
- Through our ATOL licence, we provide protection for your money on flight-inclusive package holidays. See ATOL section.
- Please ensure that you have adequate travel insurance to cover the various aspects of your holiday and, in particular, any disruptions to your arrangements that may be caused by the COVID-19 pandemic.
- **NB please read the full terms below for more information and for other important rights and obligations.**

WHO WE ARE

Just Sardinia, Just Corsica and Just Sicily are all trading names of Hargreaves & Nurse Ltd. Registration Number: 04080294 (and VAT registered number 760 536 139). Registered Office: Elman Wall, Becket House, 36 Old Jewry, London EC2R 8DD. Trading Office 142 Mudeford Lane, Christchurch, Dorset BH23 3HS.

TERMS & CONDITIONS – FLIGHT-INCLUSIVE PACKAGE HOLIDAYS

If your booking with us is a 'package holiday' it receives protection under the Package Travel and Linked Travel Arrangements Regulations 2018. Please check <https://www.abta.com/help-and-complaints/frequently-asked-questions/what-package-holiday> to establish whether your booking qualifies as a 'package' in this context:

A 'flight-inclusive package holiday' includes return flights from/to a UK airport plus at least one of the following:

- accommodation (such as a hotel, villa or apartment)
- car rental
- a tourist service (such as a tour guide or a trip to a historical attraction) where this is a significant part of the holiday either because of its value or because it is an essential part of the trip and which are booked through us at an inclusive price in a single transaction. Please be aware that transfers to and from airports & ports are not considered to be a significant part of the holiday in this context.

These holidays are protected under The Package Travel and Linked Travel Arrangements Regulations 2018. These regulations require us to provide security for the monies that you pay for flight-inclusive package holidays booked from this brochure or website.

YOUR FINANCIAL PROTECTION

We provide full financial protection for our package holidays.

- 1) For flight-inclusive holidays, this is through our Air Travel Organiser's Licence number 10217 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not 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 are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.
- 2) We are a member of ABTA (Association of British Travel Agents), membership number W6775. As such, we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

YOUR CONTRACT

Your contract is made on the terms of these conditions, which are governed by English Law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you make a booking you guarantee that you are over 18 years and have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as you or your travel agent call, email, book online or live chat with our sales office to make a booking, we reserve all the elements of your holiday and confirm the booking to you (verbally, in person, on the telephone, online or in writing). A booking reference number will be given to you at this time. By asking us to confirm your holiday booking you are accepting the terms of this agreement and consent to us processing personal information about you and other members of your party (see Data Protection). Your contract is made on the terms of these booking conditions. You will be required to pay a deposit of £120 for each person plus the full price of the flights (including infants) when you book. Please note your booking deposit may be increased or there may be a charge payable for some accommodation or flight bookings where it is necessary to secure specific facilities with full payment at time of booking e.g. specific types of airline tickets, hotel rooms or special offers. The balance must be paid at least 8 weeks before departure otherwise the booking may be cancelled by us and you will be liable for cancellation charges as stated below. On receipt of our confirmation invoice, it is important that you check all details are correct, including the spelling of all names, and if they are not correct you must contact your travel agent or us immediately. Any changes must be brought to our attention 2 weeks before departure or you will be liable for any costs incurred for the re-issuing of tickets and travel documents.

YOUR HOLIDAY PRICE

Prices included in the brochure and website are in UK pounds and were calculated using an exchange rate of €1.14 to £1 on 4th Jan 2022, however we reserve the right to change any of those prices from time to time. We will be able to tell you the up to date price of your holiday and of any other services advertised in this brochure and on our websites before your contract is confirmed at the time of booking. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure. We will absorb and you will not be charged for any increase equivalent up to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel:

- 1) You must do so within 14 days from the date on your final invoice.
- 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. When you buy a flight-inclusive holiday through a travel agent, all monies you pay to the travel agent are held by them on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times. **Please note:** all prices quoted on our website include early booking offers, supplements and reductions excluding any loyalty discounts.

CHANGES OTHER THAN THE PRICE

Under the terms of your booking, we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of 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 of carriers or suppliers. If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package, you will have the rights set out below:

- 1) We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). 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.
- 2) If you choose to accept a refund: We will pay compensation as detailed below 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.

We carry out regular audits of all the accommodations we feature and our service suppliers in order to ensure their adherence to national and local laws and regulations but we will not be liable for any loss which arises due to a non-compliance with those laws and regulations by our accommodation partners, suppliers or their representatives.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so

Period before departure when a major change is notified

| Period before departure when a major change is notified | Compensation payable per passenger |
|---|------------------------------------|
| More than 56 days | NIL |
| 55-29 days | £10 |
| 28-7 days | £15 |
| Less than 7 days | £25 |
| | Child Pro-rata |

SIGNIFICANT CHANGES

We consider a significant change as one involving a change or substitution of accommodation to a lower grade than stated in our website or brochure (whether star rating or our own vine rating), a change of UK departure airport (except between London airports: Heathrow, Gatwick, City Airport, Luton and Stansted), a change in the time of your departure or return flight by more than 12 hours (but not a flight delay as this is covered under your travel insurance). These changes are only examples and there may be other alterations which constitute significant changes. This standard payment will not affect your statutory or other legal rights. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

IMPORTANT NOTE - EVENTS BEYOND OUR CONTROL

Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and the inability of airline(s) to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace).

IF YOU WISH TO CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to your departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. flight tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. If all names change on any booking, then cancellation charges will apply. Any alterations made within 8 weeks of departure may be treated as cancellations and re-bookings.

Please note: Once you have booked your own flight, a change of name and/or departure details are not always permitted by airlines or may incur an administration charge. Please refer to your chosen flight operator's T&C's.

IF YOU WISH TO CANCEL YOUR BOOKING

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received by our office. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

| No. of days before departure | Cancellation Charge |
|------------------------------|---------------------|
| Over 56 | Loss of deposit |
| 55-29 | 50% |
| 28-22 | 75% |
| 21-8 | 90% |
| 7-0 | 100% |

Note: When booking certain flights with some airlines, such as those that require full payment at the time of booking, 100% cancellation charge from the time of booking will apply for that element of your booking.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You may be able to cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth and Development Office. (FCDO) For the latest travel advice from the Foreign, Commonwealth & Development Office including security and local laws, entry requirements plus passport and visa information, please consult the following link : www.gov.uk/foreign-travel-advice. Please be aware that this advice can change at any time so please ensure you consult this regularly up until the moment you travel. Please be aware that the advice issued by the FCDO is for information purposes and recommendations not to travel to a particular destination does not confer a legal right to cancel your booking.

OUR LIABILITY TO YOU

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or 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. We carry out regular audits of all the accommodations we feature and our service suppliers in order to ensure their adherence to national and local laws and regulations, but we will not be liable for any loss which arises due to a non-compliance with those laws and regulations by our accommodation partners, suppliers or their representatives. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- 1) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into your booking; and
- 2) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage.

We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

We provide full financial protection for our package holidays. You can ask for copies of the travel service contractual terms, or the international conventions, from Hargreaves & Nurse Ltd. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

N.B. this entire clause (Our Liability To You) does not apply to any separate contracts with third parties that you may enter into for excursions or activities whilst on holiday nor does this cover disruptions to your holiday arrangements as a consequence of any member of your party being precluded from travelling due to restrictions imposed relating to the COVID-19 pandemic.

THE CONDITIONS OF YOUR TICKET

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the 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.

TERMS & CONDITIONS – NON-FLIGHT-INCLUSIVE PACKAGES

If your booking with us is a 'package holiday' it receives protection under the Package Travel and Linked Travel Arrangements Regulations 2018. Please check <https://www.abta.com/help-and-complaints/frequently-asked-questions/what-package-holiday> to establish whether your booking qualifies as a 'package' in this context:

A 'Non-flight-inclusive package' is a combination of two or more of the following elements:

- accommodation (such as a hotel, villa or apartment)
- car rental
- a tourist service (such as a tour guide guided tour or a trip to a historical attraction) where this is a significant part of the holiday either because of its value or because it is an essential part of the trip and which are booked through us at an inclusive price in a single transaction. Please be aware that transfers to and from airports & ports are not considered to be a significant part of the package in this context. These holidays are protected under The Package Travel and Linked Travel Arrangements Regulations 2018.

YOUR CONTRACT

Your contract is made on the terms of these conditions, which are governed by English Law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you make a booking you guarantee that you are over 18 years and have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as you or your travel agent call, email, book online or live chat with our sales office to make a booking, we reserve all the elements of your holiday and confirm the booking to you (verbally, in person, on the telephone, online or in writing). A booking reference number will be given to you at this time. By asking us to confirm your holiday booking you are accepting the terms of this agreement and consent to us processing personal information about you and other members of your party (see Data Protection). Your contract is made on the terms of these booking conditions. You will be required to pay a deposit of £120 for each person. Please note your booking deposit may be increased or there may be a charge payable for some accommodation where it is necessary to secure specific facilities with full payment at time of booking e.g. specific types of hotel rooms, villa accommodation or special offers. The balance must be paid at least 8 weeks before departure otherwise the booking may be cancelled by us and you will be liable for cancellation charges as stated below. On receipt of our confirmation invoice, it is important that you check all details are correct, including the spelling of all names, and if they are not correct you must contact your travel agent or us immediately. Any changes must be brought to our attention before 2 weeks before departure or you will be liable for any costs incurred for the re-issuing of your documents.

YOUR HOLIDAY PRICE

Prices included in the brochure and website are in UK pounds and were calculated using an exchange rate of €1.14 to £1 on 4th Jan 2022, however we reserve the right to change any of those prices from time to time. We will be able to tell you the up to date price of your holiday and of any other services advertised in this brochure and on our websites before your contract is confirmed at the time of booking. Please note: all prices quoted on our website include early booking offers, supplements and reductions excluding any loyalty discounts.

CHANGES OTHER THAN THE PRICE

Under the terms of your booking, we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include change of accommodation to another of the same or higher standard. If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the elements that make up your package, you will have the rights set out below:

- 1) We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). 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.

- 2) If you choose to accept a refund: We will pay compensation as detailed below 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.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure when a major change is notified

| Period before departure when a major change is notified | Compensation payable per passenger |
|---|------------------------------------|
| More than 56 days | NIL |
| 55-29 days | £10 |
| 28-7 days | £15 |
| Less than 7 days | £25 Child Pro-rata |

SIGNIFICANT CHANGES

We consider a significant change as one involving a change or substitution of accommodation to a lower grade than stated in our website or brochure (whether star rating or our own vine rating) or to a different location that is significantly distant from the original accommodation. These changes are only examples and there may be other alterations which constitute significant changes. This standard payment will not affect your statutory or other legal rights. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

IMPORTANT NOTE - EVENTS BEYOND OUR CONTROL

Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics.

IF YOU WISH TO CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to your departure date that changes are made and you should contact us as soon as possible. If all names change on any booking, then cancellation charges will apply. Any alterations made within 8 weeks of departure may be treated as cancellations and re-bookings. **Please note:** Once you have booked your own flight, a change of name and/or departure details are not always permitted by airlines or may incur an administration charge. Please refer to your chosen flight operator's T&C's.

IF YOU WISH TO CANCEL YOUR BOOKING

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received by our office. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

| No. of days before departure | Cancellation Charge |
|------------------------------|---------------------|
| Over 56 | Loss of deposit |
| 55-29 | 50% |
| 28-22 | 75% |
| 21-8 | 90% |
| 7-0 | 100% |

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You may be entitled to cancel your booking without paying cancellation charges if the performance of your package is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth and Development Office. (FCDO) For the latest travel advice from the Foreign, Commonwealth & Development Office including security and local laws, entry requirements plus passport and visa information, please consult the following link : www.gov.uk/foreign-travel-advice. Please be aware that this advice can change at any time so please ensure you consult this regularly up until the moment you travel. Please be aware that the advice issued by the FCDO is for information purposes and recommendations not to travel to a particular destination does not confer a legal right to cancel your booking.

OUR LIABILITY TO YOU

You must inform us without undue delay of any failure to perform or improper performance of the services included in this package. If any of the services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the service suppliers, and this has affected the enjoyment of your holiday, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the services is due to you or another member of your party, or a third party unconnected with the provision of the services in the package and is unforeseeable or unavoidable; or due to 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. We carry out regular audits of all the accommodations we feature and our service suppliers in order to ensure their adherence to national and local laws and regulations but we will not be liable for any loss which arises due to a non-compliance with those laws and regulations by our accommodation partners, suppliers or their representatives. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the services that make up your package. These terms are incorporated into your booking.

We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

We provide full financial protection for our package holidays that do not include flights by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

N.B. this entire clause (Our Liability To You) does not apply to any separate contracts with third parties that you may enter into for excursions or activities whilst on holiday.

TERMS & CONDITIONS – ACCOMMODATION ONLY BOOKINGS

An 'accommodation only' booking is a single element of accommodation booked through us. If you book accommodation through us, we will accept responsibility for your booking in accordance with the terms set out in the relevant sections below. As this is a single component, the Package Travel and Linked Travel Arrangements Regulations 2018 do not apply and, as a consequence, do not benefit from financial protection. Please note that if you also arrange a transfer to/from your arrival airport/port as part of your booking, this does not constitute 'transport' within the context of the Package Travel and Linked Travel Arrangements Regulations 2018.

However, when you buy an accommodation only holiday, this does not benefit from legal or financial protection. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

PRICES

Prices included in the brochure and website are in UK pounds and were calculated using an exchange rate of €1.14 to £1 on 4th Jan 2022, however we reserve the right to change any of those prices from time to time.

We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed. Your contract is made on the terms of these conditions, which are governed by English Law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. When you make a booking, you guarantee that you are over 18 years and have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as you or your travel agent call, email, book online or live chat with our sales office to make a booking, we reserve all the elements of your holiday and confirm the booking to you (verbally, in person, on the telephone, online or in writing). A booking reference number will be given to you at this time. By asking us to confirm your holiday booking you are accepting the terms of this agreement and consent to us processing personal information about you and other members of your party (see Data Protection). Your contract is made on the terms of these booking conditions. You will be required to pay a deposit of £120 for each person (including infants) when you book. Please note your booking deposit maybe increased or there may be a charge payable for some accommodation where it is necessary to secure specific facilities with full payment at time of booking e.g. specific types of rooms or special offers. The balance must be paid at least 8 weeks before departure otherwise the booking may be cancelled by us and you will be liable for cancellation charges as stated below. On receipt of our confirmation invoice, it is important that you check all details are correct, including the spelling of all names, and if they are not correct you must contact your travel agent or us immediately. Any changes must be brought to our attention before your ticket wallet is issued (usually 2 weeks before departure) or you will be liable for any costs incurred for the re-issuing of travel documents.

CAR HIRE AS BOOKED AS PART OF A PACKAGE

Your responsibility: Please ensure that you read and understand the terms and conditions of your car hire contract and that you check the condition of the vehicle at pick up and drop off.

THE VEHICLE IS YOUR RESPONSIBILITY DURING THE RENTAL PERIOD.

Prices: Are based on same airport pick up and drop off.

Deposit: When collecting your car, the principal driver will be asked for a deposit of approximately €1,000-€2,000 depending on car category and additional optional insurance. This can be held with an imprint of a major credit or debit card (Visa, Mastercard or Amex) locally upon arrival and will be used in case of accidents, damage or to replace fuel (please note in Corsica the deposit can only be held on a CREDIT card).

Out of hours: An out of hour's collection charge will apply when the pickup is out of the supplier's normal opening hours.

Driver restrictions: Drivers aged 18-24 are required to pay the mandatory young driver supplement and will have restricted choice of car depending on age. Some car hire companies do not have a maximum age limit. All drivers must hold a full driving licence.

Additional drivers: Extra drivers can be added on arrival at the airport at an extra charge.

Car returns: Please return your car between the set times (normally not more than 1-2 hours prior to take off), as the car hire representative may not arrive at the airport until that time. A charge may apply for out of hours drop off.

Fuel: The car must be returned with a full tank of fuel, otherwise you will be charged a fee for the refuelling of the vehicle plus the cost of the fuel at the car-hire provider's prevailing rate

Cleaning: If the vehicle is returned not in a clean state both internally and externally, you may be charged a cleaning fee.

Sat Nav: If required, this must be pre-booked at time of booking the vehicle but paid for locally. This equipment is only available in certain locations.

Lost/damaged keys: In case of the loss of the car keys an administration fee plus the cost of collecting the car and the purchase of a replacement key must be paid locally to the car hire company.

Short rentals: If you wish to hire a car whilst in resort, this can be arranged locally with our Representatives but is subject to availability.

Airport to airport/accommodation: If you intend to pick up and drop off your car at different airports or any accommodation, an extra charge will be made locally and this must be pre-booked (please ask for details). Please note when hiring a car from Corsica it cannot be taken to Sardinia and vice-versa.

Child seats: Child seats can be pre-booked in the UK at an extra cost that must be paid for locally. There is an additional cost if the seat is lost or damaged or returned in a dirty condition. You will be offered a child seat based on the below:

- Baby seat (0-12mths / 0-13kg)
- Child seat (1-3yrs / 9-18kg)
- Child seat (4-7yrs / 15-30kg)
- Child booster seat (less than 135cm)

Extra insurance: On arrival you will be offered extra insurance. THIS IS NOT COMPULSORY but offers extra fully comprehensive insurance SCDW (Super Collision Damage Waiver) with no excess and costs vary depending on the car hire company, car type, size and country. Please note that this does not cover the roof, chassis, tyres, windscreen, the inside of the car and vandalism. These items can be covered with further additional policies.

Car hire excess insurance: Alternatively Hargreaves & Nurse Ltd and CarhireXS.com have teamed up to offer car hire excess insurance. From as little as £48.99 CarhireXS.com can cover the excess on your car hire whilst abroad. For further information visit:

www.justsardinia.co.uk/carhire

www.justsicily.co.uk/carhire

www.justcorsica.co.uk/carhire

Flight times: You may be charged for an extra day's car hire depending on your flight arrival and departure times. Our Reservation Team will advise at the time of booking.

Luggage space: When selecting the category of vehicle you wish to hire, please be aware that some cars have limited luggage space and although have seating for 5 persons, will not necessarily have the luggage capacity for 5 suitcases.

Driving licence: Anyone wishing to drive the hire car must have a valid full driving licence and this must be the original. Our car hire supplier has confirmed that the photo card driving licence will be sufficient to hire a car in Sardinia, Sicily and Corsica and no further information will be required from the DVLA (subject to change).

Driving licences issued by countries outside the EU or UK MUST be accompanied by an International Driving Permit ('Green Card'). You must be able to produce this document at the time of collecting your vehicle, otherwise you will not be permitted to drive the vehicle.

Lights: It is Italian law to drive with your headlights on at all times.

Availability: Cars are subject to availability at the time of booking. If the type of car cannot be supplied, we will supply a similar make and model in the same group. The car hire company reserves the right to change makes and models of cars at their discretion.

What's Included In The Price Of Your Hire Car: Airport pick up and drop off, all taxes, unlimited mileage, third party insurance, CDW, theft waiver, 1 driver and A/C.

What's Not Included In The Hire Car Price: Extra insurance, hotel drop off and pick up fees, additional drivers, one way rentals, child seats, young driver supplement, out of hours pick up fee, Sat Nav.

If you wish to drive your own vehicle, from 28 September 2021, it became obligatory to identify that your vehicle is from the UK when driving abroad. Failure to comply with this requirement may result in a fine and we will not be held responsible if your holiday arrangements are disrupted as a consequence of non-compliance with this requirement.

ABTA

We are a member of ABTA (Association of British Travel Agents), membership number W6775.

As such, we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure.

GENERAL T&C'S

COMPLAINTS

If something is not satisfactory during your holiday, you must report it to our Resort Representative and the relevant supplier, who will do everything they can to resolve the problem as soon as possible. We would prefer to solve the problem locally. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify/mitigate your complaint whilst you were in resort and this may affect your rights under this contract. If the matter cannot be resolved while you are on holiday, please email customerservices@hnholidays.co.uk or write to us within 28 days of your return to allow the matter to be investigated properly. If a complaint cannot be settled between us you may, if you wish, refer the matter to arbitration. We offer ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation.

FLIGHTS

If you have booked your own flights, a change of name and/or departure details are not always permitted by airlines or may incur an administration charge. Please refer to your chosen flight carrier's T&C's.

EXCURSIONS

Excursions or other tours that you may choose to book or pay for through third parties whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that may arise during the course of its provision by the operator.

PROMPT ASSISTANCE IN RESORT

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

ADDITIONAL ASSISTANCE

If you are in difficulty whilst on holiday and ask us to help, we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance and help you to find alternative arrangements and make any necessary phone calls/emails. You must pay any costs we incur, if the difficulty encountered is the fault of any member of your party in the booking.

ANTI-SOCIAL BEHAVIOUR

When you book through us, you accept responsibility for the proper conduct of all members of your party for the duration of your booking. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider, airline, transport company or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by them 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 provider or any third party as a result. This will also apply if, in the opinion of the transport carrier, you appear unfit to travel or are likely to cause disturbance or danger to other passengers.

ESSENTIAL INFORMATION

FLIGHT INFORMATION

Flights provided by Hargreaves & Nurse Ltd including British Airways, easyJet, Ryanair, Air Italy, Jet2, TUI, Airone, Air France, BMI Regional, Air Corsica and other scheduled, low cost and charter airlines, are protected by ATOL. The intended airlines may be substituted by alternative airlines if necessary. Flight times shown are for your guidance only, confirmed flight times will be printed on your flight e-tickets/boarding passes. Please check these carefully when you receive them. Airline regulations require passengers who are 28 weeks or more pregnant, on the date of return travel, to have a doctor's certificate stating that they are fit to travel. They are not issued on behalf of any airline, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of their return flight. If you have booked your own flight, but the rest of your holiday with Hargreaves & Nurse Ltd, the flight element of your holiday will be subject to the terms and conditions of that airline and are not protected by Hargreaves & Nurse Ltd.

Please ensure that you comply with all requirements imposed by the carrier regarding vaccination or test requirements and behaviour in the airport and on the aircraft. We will not be liable for the consequences of any member of your party being refused access to the aircraft due to non-compliance with these requirements.

FLIGHT DELAYS & DIVERSIONS

Unfortunately, some flights may be delayed or diverted. These delays/diversions are completely outside of our control, but we will liaise with our resort staff to make sure any delay is as comfortable as possible, your overseas transfer arrangements are changed accordingly if possible and your accommodation is informed of your late arrival or departure. Our objective is to minimise the nuisance of such disruptions as much as possible.

BREXIT

For updated information regarding passports, GHIC, driving licences, travel insurance and data roaming please visit:

<https://www.hnholidays.co.uk/content/brexit.php>

TRAVEL INSURANCE

It is your responsibility to ensure that you are adequately insured. We strongly advise that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness. We also recommend that your insurance also covers you for the consequences of any disruption caused to your holiday arrangements due to the Coronavirus pandemic. It is also particularly important that you have the right cover for any activities in which you wish to participate whilst on your holiday.

For further information: <https://www.hnholidays.co.uk/content/justtravelcover.php>

PASSPORTS, VISAS & TRAVEL DOCUMENTS

Your specific passport, visa and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. British citizens currently do not require a visa to visit Italy or France.

Please check the Entry Requirements section of Italy and France for up to date passport requirements for entry to Italy or France for British passport holders <https://www.gov.uk/guidance/passport-rules-for-travel-to-europe>

If you are not a British citizen or require further information on passport and visa requirements, please visit www.gov.uk/foreign-travel-advice.

If you are planning to hire a car, please ensure that all drivers take their original driving licence with them for presentation to the car hire company at the pickup point. You will also need a major credit card. We cannot be held responsible for any failure on your part to provide these documents.

Please note that you should carry some form of photo ID with you at all times in Italy and France.

The UK, Italian and French governments may introduce additional entry requirements at any time – please contact us for further information.

HEALTH & SAFETY

Your wellbeing whilst on holiday is of prime importance to us and we will do our best to ensure your holiday is safe and trouble free by working with our accommodation and service providers to continually improve standards. It is, however, important to remember that standards abroad are not always the same as those you would expect at home and so we do ask that you take additional care whilst you are away. We strongly urge you to follow the safety guidelines detailed in our app documentation plus any extra information afforded by individual accommodation and service providers. All properties we offer receive a regular inspection as well as on going reviews throughout the season.

Fire safety: Always familiarise yourself with the fire exit routes and fire safety equipment on arrival at your accommodation.

Personal safety: Use common sense and take the same care for your safety and belongings as you would do at home. Most resorts are generally safe, but you are advised not to walk alone at night in unlit areas and to keep valuables out of sight. We recommend the use of safety deposit facilities at your accommodation (there may be a small charge for this). Please take notice of advice given by our Representatives about local conditions.

For Guidance and Information: Please check with the Foreign and Commonwealth Office email: TravelAdvicePublicEnquiries@fco.gov.uk or visit their website www.gov.uk/browse/abroad/travel-abroad.

INOCULATIONS OTHER THAN COVID-19

At the time of the website being updated and the brochure going to print, there are no recommended inoculations for visiting Italy or France. However, we do advise you to check the latest information with your GP or health centre.

COVID-19

Please ensure that all the vaccination & testing requirements imposed by the Italian, French, and UK governments – including local regulations imposed by the Sardinian, Sicilian and Corsican authorities are followed. Please see our Coronavirus page for more details: www.hnholidays.co.uk/coronavirus

HEALTH AND HYGIENE:

You should take care to minimise the risk of holiday illness while you are away and should take advice about your specific needs before you go.

SPECIAL REQUESTS/REQUIREMENTS

Some of our customers have special requirements. If this is the case, please let us know in advance about any disability and our Reservations Team will be happy to help you with any special arrangements needed. Facilities for customers with special requirements will vary e.g. different types of accommodation. For details about the facilities available at each accommodation, please ask our Reservations Team for information. In most cases we will require a medical certificate from your doctor. For special requests (e.g. low floor, special meals etc.), please consult us or your travel agent when you confirm your holiday booking. We shall always do our best to meet your requirements, **BUT NO GUARANTEE IS GIVEN** as this does not form part of your holiday contract.

BROCHURE & WEBSITE ACCURACY

We take great care to ensure that the facts in the brochure and on the website are checked in conjunction with our overseas suppliers and are as accurate as possible when the website and brochure are published. However, changes can and do occur after publication, which are beyond our control. For example: Sometimes a hotel may change from full waiter service to buffet service or vice versa; a pool maybe closed for maintenance or air conditioning may only be available at certain times of day and/or year. You will be informed about any changes at the time of booking if we know about them. If you have already booked, we will do our best to tell you about changes, if there is time before departure, if we have been informed.

LOW SEASON AVAILABILITY OF FACILITIES

Some advertised hotel facilities might not be available or fully operational in the early or late part of the season, depending on the number of guests at the hotel or weather conditions (e.g. air conditioning may not be turned on in low season and additional restaurants, bars and swimming pools may not be in use).

Accommodation facilities are subject to change at the management's discretion. We will endeavour to inform you as soon as possible of any changes that may affect your holiday, prior to your departure if we have been informed in time.

SWIMMING POOLS

Unless otherwise stated swimming pools are not heated. The water in the swimming pools is fresh or sea water as stated on the accommodation page. Hotel swimming pools in Sardinia and Sicily normally have a lifeguard and may be closed during lunch time and in the evenings and you may be asked to refrain from using the pool during these hours.

WHAT'S INCLUDED IN YOUR HOLIDAY PRICE

Package Holiday Including a Flight

- Return ATOL protected flights from the UK
- UK and prepaid overseas departure taxes
- Accommodation as specified on the respective page
- The services of our Representatives
- Emergency telephone number and resort assistance
- Transfers or car hire
- All local accommodation taxes (excl. City Tax)

Package Holiday Not Including A Flight

- Accommodation as specified on the respective page
- The services of our Representatives
- Emergency telephone number and resort assistance
- Car Hire
- All local accommodation taxes (excl. City Tax)

Accommodation only

- Accommodation as specified on the individual page
- The services of our Representatives
- Emergency telephone number and resort assistance
- All local accommodation taxes (excl. City Tax)

What's not Included In Your Holiday Price

- Travel and medical holiday insurance, please visit our website and follow the Holiday Extras and insurance links.
- Currently unknown taxes and costs (including fuel surcharges) e.g. should a government tourist tax be introduced or an increase in VAT which is relevant to your destination, this will have to be paid by you as a supplement or locally at your accommodation or airport.
- Any extra charges levied by your accommodation for specific services or equipment e.g. cots, water-sports equipment and hotel extras.
- Hotel service charges
- Local city tax
- Any additional costs arising as a result of Brexit of which we are currently unaware

PRIVACY POLICY

Hargreaves & Nurse Ltd is committed to protecting your privacy. Here we set out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and in our brochure. Please ensure that others you represent on your booking are aware of the content of our Privacy Policy and consent to you acting on their behalf. We will store and use the information which you and other members of your party supply to us, for purposes set out in our Privacy Policy.

DATA PROTECTION

By giving us your name and personal details, you are consenting for them to be used to process your booking. If you do not agree to our use of your information, we cannot do business with you or accept your booking. We take full responsibility for ensuring that proper security measures are in place to protect your information. We will pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/ immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in the country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/ religious requirements. Please note that where information is also held by your travel agent, this is subject to your agents own data protection policy.

PERSONAL INFORMATION COLLECTED

In order to carry out your request we will require full names for each person in your party, a contact address, contact telephone numbers including a mobile, email address and booking details including any details for flights booked independently. We will also store all email or postal correspondence and records of telephone calls.

PARENTAL CONSENT

Please note that for any minors travelling without their parents/guardians we will require written permission from a parent/guardian to include the child on a booking.

PROCESSING OF PERSONAL INFORMATION ONLINE

If you use the forms on our website to order a brochure, sign up to the newsletter, make an enquiry or to make a booking, then you must give your personal data and authorise us to process it. This data can include, and is not limited to, your name(s), address, email address, contact number and payment information. Although we do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website and any transmission is at your own risk.

MOBILE MESSAGING SERVICES

By giving us your mobile contact number, you are consenting to this being used in order to contact you through phone calls and whilst on holiday by messaging services (SMS).

WHERE IS YOUR DATA STORED AND HOW LONG IS IT KEPT

All data is stored in the UK, European Economic Area (EEA) and Switzerland. We will keep your information for as long as required. Most data will be purged after 2 years, however, all information regarding bookings is stored for 7 years.

ONLINE TRANSACTIONS BY CREDIT & DEBIT CARD

Hargreaves & Nurse Ltd will only store the last 4 digits of your credit or debit card number, we do not store any other financial information. When making a payment online through one of our websites, this information is issued directly to our payment processor. We at no time receive or store your full card details. Our merchant service provider has their own Privacy Policy. <https://ecommpay.com/privacy-policy/>

RECORDING OF TELEPHONE CALLS

To ensure we carry out your instructions accurately and in order to help improve our service through staff training, we monitor and record telephone calls. All recordings are, and shall remain, our sole property and are stored for 7 years.

MARKETING

We may send you holiday brochures, emails, special offers and other marketing materials from time to time. If you do not wish to receive these, please advise our Reservations Team. You will be active on our marketing lists until you unsubscribe. Please note that your information provided to us is shared between companies within our group currently Just Sardinia, Just Corsica and Just Sicily.

COOKIES

Cookies are simple pieces of data stored on your hard drive. They are safe as they cannot be used to disseminate viruses and they can't be executed as code. We use cookies on the booking pages to aid your progress through the booking process. We also use Google Analytics to collect statistical data about our visitors. We collect this information in a way that does not identify you and the data is not shared with anybody else. In addition to this, we use Google remarketing features to display ads on the Google Display Network. This means Google may display ads on sites across the web which are linked to a former visit to our site.

THIRD PARTY COOKIES & LINKS TO OTHER WEBSITES

We also use third party sites which may store cookies on your device. We have no control over these cookies. This Privacy Policy does not cover the links to other websites. We encourage you to read the privacy statements on the other websites you visit.

YOUR RIGHTS

You are entitled to a copy of your information held by us. If you would like to see this or to correct any inaccuracies please contact us, you will need to answer security questions to access this information. This will be provided to you within one month of the request. You are also entitled to request for your information to be deleted, however this is only possible once our services have been fulfilled and there is no compelling reason to continue storing it.