

NEW 2007 EDITION

Updated: 20th February 2007

**Includes latest Visa Changes in respect of visits to the U.S.A. and
MONTREAL CONVENTION
and warnings regarding budget airlines**

"BE SAFE - NOT SORRY"

**A COMPREHENSIVE GUIDE TO
ALL PROSPECTIVE
HOLIDAYMAKERS**

Edmunds & Co

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UNITED STATES - VISAS

U.S. Passport extension

The U.S. have extended the deadline for countries to issue Biometric passports by a year. The delay comes after the European Union stated it needed more time and the original deadline of October 26th 2005 has been extended to October 26th 2006. It will apply to 27 countries including Australia, New Zealand, Singapore and Japan

LATEST NEWS UPDATE

Following a Judicial Review brought by ABTA to the CAA's rules on ATOLs the court ruled that agents giving advice on separate elements of travel arrangements were safe from the risk of prosecution. The court also stated that the Civil Aviation Authority's Guidance Note on the need for an ATOL was wrong to the degree which requires it to be "quashed."

The effect of this ruling means that anyone who is putting together via a travel agent their own holiday and component parts of the holiday may not enjoy the same protection as those persons booking a traditional package holiday. It is therefore ABSOLUTELY ESSENTIAL that consumers at all costs avoid dealing with any company that does not have an ATOL licence if they are intending to book a holiday as opposed to a flight only or accommodation only.

The people at risk are those persons (a) using the Internet and (b) using the television and telephone services. There are a number of holidays which are advertised on the television which are put together by agents acting for airlines and accommodation providers. If these agents do not hold an ATOL and are not legally obliged to hold an ATOL licence then in the event of a financial failure or a serious accident or problem the consumer may lose out. It is clear that the law needs to be radically changed in order to give consumers more protection.

If you are booking over the telephone or on line the first question that you should be asking is - "Do you hold an ATOL and what is the number of your ATOL licence?" If an ATOL licence cannot be provided then go somewhere else.

BE SAFE - NOT SORRY

WARNING: To all travellers to Tenerife

Beware of holiday club touts. They are operating on the promenade at Los Cristianos which runs along the new beach and they are particularly prevalent around the area of the commercial centre Vista Sur.

Their opening gambit is asking you if you are on holiday and how much did you pay for your flights. They only approach couples and not large parties, same sex groups or families.

They offer scratch cards which of course all reveal a star prize and then suggest that you pop along to their nearby offices to redeem your prize and talk to them about discounted holidays. They go to great lengths to explain that they are not "timeshare" which is perfectly true.

What these companies are offering are allegedly discounted package holidays, however in order to obtain one of these so-called discounted holidays you have to pay a capital sum of between £3,000 - £8,000 depending on which particular holiday club operator you are dealing with.

Analysing these so-called holidays it is clear to anyone that what you are doing is merely giving these people money. The small print of these holiday contracts reveals that there are the following:

1. An administration annual charge which can vary between £70 and £300.
2. Maintenance charges for the period of time that you are renting an apartment or staying in a hotel - these charges are between £200 and £300 per week.
3. You have to purchase your own air fares.

The bottom line is that they are not discounted holidays, you are paying considerably more.

Shop around if you are in Tenerife, go to local rental agencies and you can rent an apartment of good quality from between £200 and £400 per week outright, depending upon size, time of the year and the location.

These holiday club operators know full well that it is very difficult to find cheap flights to Tenerife since the major charter companies have a monopoly in respect of flights and the no-frills airlines do not get much of a look in. Therefore their opening gambit "If you paid more than £79 for your flights" is virtually guaranteed to get the attention of the victim.

The other disturbing factor which should be noted is that all the offices of these companies are located in strategic positions whereby they have an overview of their touts operating. It is quite possible that they are targeting specific individuals.

BE ON GUARD - BE AWARE - AND DON'T GET CAUGHT OUT!!!

LATEST UPDATE

With effect from the 1st February 2007 it is now illegal in Tenerife for unlicensed street touts either advertising restaurants or bars but more importantly trying to persuade holidaymakers that they have won a prize from a scratch card and to sit through a presentation.

In February 2007 using my married name I sat through a presentation of one of these so-called holiday clubs. My husband and I were approached in the street, we were given a scratch card despite the fact that it was now illegal, we were told we had won a prize of a bottle of spirits and also a star prize which would be a free holiday. We sat through the presentation and basically the company wanted an enormous amount of money to be paid to them for the right to book holidays at discounted prices over the next few years plus they wanted a maintenance fee plus the fact that there was no "cooling off" in respect of the contract. Needless to say, although it was an interesting exercise we did not sign anything and we told the holiday club that we were not interested.

WARNING: HOLIDAYS CLUBS

GENERAL UPDATED INFORMATION

The Office of Fair Trading has ruled that Holiday Clubs must use a 7-day cooling off period during which prospective members may cancel their contract. This is relevant in respect of legislation on contract concluded away from business premises.

The Office of Fair Trading investigated allegations by the following companies:

**Intenta Marketing Limited - now in liquidation
Designer Way Vacation Club SA - part of the Timelinks Group
One World Holiday Club
Club Atlantis
International Holiday Marketing Limited**

The above companies have agreed to ensure that consumers fully understand that they have a right to cancel their contract within a 7-day period.

Most of these companies operate either in mainland Spain or in the Canary or Balearic Islands.

We would strongly advise all prospective consumers that if they wish to purchase a Holiday Club Membership they DO NOT sign anything until they have returned to the United Kingdom and had an opportunity to discuss the contract with a lawyer or someone from Trading Standards who can advise them as to whether the contract is fair and reasonable.

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SINGLE TRAVELLERS/SUPPLEMENTS

Any single traveller wishing to avoid single supplements should make enquiries with one of the following operators:

Friendship Travel
Solo Holidays

DISABLED TRAVELLERS

Any person wishing to book a holiday where one of the party is disabled may wish to contact the following tour operator:

Accessible Travel 01452 729739

FREE PASSPORTS FOR WAR VETERANS BORN BEFORE SEPTEMBER 2ND 1929

If you fall into this category you may apply for a free British Passport, details of which can be obtained from the Post Office.

This scheme is open only to British Citizens who were born before September 2nd 1929.

Any British Citizen falling into this category who applied for a passport after May 19th 2004 who paid for that passport may reclaim the cost from the Government.

PLEASE NOTE: This scheme only applies to British Citizens.

SAFE & SOUND (Advice for Travellers)

2003 put travel in the forefront of world affairs and news. Having survived the experiences of September 11th, travellers had to face the war in Iraq and the SAARS outbreak and the heightened threat from Al Quaida terrorists all of which have had a severe impact on the travel industry and this 2004 Edition gives some updated and useful advice as consumers need more information and to be more aware of the procedures which governments have enacted to deal with the threat of terrorism and war.

Christmas is over, the skies are grey, the nights are long, cold and there is an air of gloom over the household.

At this time of the year thoughts turn to warmer climates, long sunny nights, sundrenched beaches on far away shores.

INTRODUCTION

Holidays can be romantic, exciting adventures which provide you with rest, relaxation, enjoyment and lasting memories of exotic destinations and vibrant communities.

Unfortunately for a minority of people, holidays can become a nightmare and leave memories which are best forgotten. DON'T BE A VICTIM and don't let your holiday be a holiday horror.

Set out below are some simple ways to avoid your holiday becoming a "Holiday from Hell." Many holidaymakers could prevent some of the problems that arise on holiday if they took a little longer and a little more care when booking their holiday. Here are some simple tips and advice on how to book your holiday and afford yourself maximum protection.

All package holiday sold in the United Kingdom are subject to the 1992 Package Tour & Travel Regulations which were incorporated into UK law as the result of a European Directive. The Package Tour & Travel Regulations give consumers strong rights and remedies for any failings in respect of package holidays.

Have you had a disastrous holiday?

Have you booked a holiday which has been cancelled or the arrangements going wrong?

Are you about to book a holiday and need some advice?

PART 1

BEFORE YOU GO - BOOKING YOUR HOLIDAY

PART 2

DEALING WITH PROBLEMS IN RESORT

PART 3

DEALING WITH THE TOUR OPERATOR/AIRLINE WHEN YOU HAVE RETURNED TO THE UNITED KINGDOM

How do you book your holiday - do you go into the travel agent and discuss your needs, your budget, where you would like to go, what your tastes, likes and dislikes are, the age of your family, any disabilities that your family may have, e.g. are you travelling or intending to travel with wheelchair-bound person, do you have any food likes or dislikes. How do you know that the holiday you book is going to be the right holiday for you?

Set out below are some useful tips on how to book your holiday:

Decide on your maximum budget as there is no point in getting into serious debt having a holiday that you cannot afford and spending twelve months worrying about how you are going to pay for it.

Having decided on your budget you must come to a decision as to your destination - Spain, Turkey, Greece, France, etc. Consider the following:

- (a) What sort of activities do you and your party enjoy doing - do you like walking in the hills or do you prefer a beach or poolside holiday? This information is very important to both you and to the tour operator as there is no point in booking a holiday hotel in the middle of a mountain range if you want a beachside holiday. You would be surprised how many people do actually book the wrong holiday and then complain about it.
- (b) Look at the age range in your party - are you adults only, if so are any of the adults restricted by health conditions or mobility. Do not book a holiday hotel which is on the side of a mountain or a hill if a member of your party has walking difficulties.
- (c) Will the hotel cater for children, what facilities are there and if you are adults only avoid hotels which offer free child places and kids clubs as clearly the emphasis is going to be on children and families and if you want a quiet peaceful holiday then you do not want to be stuck in a hotel that is predominantly occupied by families with children. Likewise if you are a party with children you are not going to be very happy and certainly your children will be very bored if your hotel has no facilities for children, the children will be bored and bored children usually become fractious and fractious children upset parents and the result is an unhappy holiday.
- (d) Are you a fussy eater, are you on a special diet - if so, is the hotel that you have chosen going to meet your dietary requirements? It is very important if your holiday hotel includes food that the food is of satisfactory quality and meets your requirements - this is something you should discuss with your travel agent or tour operator and ensure that your holiday hotel can provide you with the type of food that you require. There is no point in booking an all-inclusive holiday which includes all meals if for example you are a vegan or require a diet which is wheat or gluten-free as in all probability you will end up having to buy your meals outside of the hotel, having already paid for them as part of the all-inclusive deal.
- (e) Surprisingly many people do not like foreigners staying at their holiday hotel which is surprising when they are booking a holiday to Spain or the Spanish Islands, Greece or the Greek Islands or Turkey. If you want to spend your holiday entirely with British people then do not travel abroad, stay at home - you must expect other nationalities to be staying in your holiday hotel and therefore do not have unrealistic expectations that everything is going to be in English as in all probability the predominant language will be the language of the country where you are staying and you may find a wide variety of different nationalities staying in your hotel.
- (f) Every year we get complaints from young people and old people. Young people who have booked 18-30 type holidays have found that their hotel is full of older persons of pensionable age and the reverse we have persons of pensionable age complaining that they have been placed with 18-30 age group. Why does this happen? The answer is very simple, these people have

booked unnamed accommodation, therefore the tour operator can quite legitimately place you anywhere. If you are fussy about the type of holiday that you want and the age range of people, then do not book unnamed accommodation.

PART 1 - BOOKING YOUR HOLIDAY

WARNING: Previously we had always advised holidaymakers to book their holiday through an ABTA-bonded travel agent because of the protection that was afforded by ABTA the Association of British Travel Agents.

THIS IS NO LONGER THE CASE and your money is no longer safe with an ABTA-bonded travel agent if that travel agent goes "bust."

If you have booked your holiday through an ABTA-bonded travel agent you have paid the money for your holiday and that travel agent does not pass on your money to the tour operator then you will not get your money back from ABTA.

ABTA's protection guarantee has been in existence since the 1970's and ABTA guaranteed consumers money where a retail travel agent went "bust." If in the future a travel agent goes "bust" ABTA will pay the tour operator provided the tour operator is a member of ABTA. This is in order that the booking can continue and the holidaymaker is provided with the holiday.

Ordinary consumers will not be refunded directly and ABTA will make no refund if the booking has not been made with the tour operator. In other words if the travel agent has taken the booking and kept the money and the travel agent has gone "bust" then the consumer loses out.

The only way to guarantee safety and security of consumers money in the event of any sort of failure is to pay by CREDIT CARD and if the travel agent refuses a credit card then go somewhere else. The credit card will guarantee your protection, providing the transaction is over £100 and under £30,000. It must be a domestic transaction - in other words the person acting as a consumer.

PLEASE NOTE: At the moment there is controversy in respect of whether Section 75 of the Consumer Credit Act 1974 applies to overseas transactions. Until this matter is clear please ensure that your booking is with a British company. ABTA is no longer the "consumer's friend" - it is merely an association of travel agents and tour operators who are effectively operating a professional association for the benefit of themselves and not the consumer.

What effectively has happened by the change in ABTA's bonding arrangements is that it will leave the gates wide open for rogue tour operators and rogue travel agents to enter the market and rip off the consumer - therefore **EXTRA CARE MUST BE TAKEN** when booking your holiday.

If you pay by credit card you have protection in the event of failure, however the travel agent/tour operator may make a charge but it is worth paying the charge and look upon it as an extra insurance.

Do not book your holiday from the television or from a newspaper or from the Internet.

Q. Why not? My friends have had very good deals booking over the Internet and off the television.

A. You do not know what you are booking. The television direct sales travel agents will read you a description of a hotel over the telephone. However if there is a dispute it is your word against the agent and there is no individual proof of what was said or what was not said. If you are in a travel agents and you sign a booking form, you have had an opportunity to read the details of the holiday which you have booked.

Q. Ah, but isn't the Internet better - you can see what you are booking over the Internet.

A. No! No-one is policing the Internet and anyone is free to advertise and sell any product or service and unfortunately there are unscrupulous crooks who will pretend to sell you a very nice villa or hotel and you will see a very attractive photograph or computer-generated image of what you think you are buying and the reality is that it does not exist at all and it is merely a way to part you from your money. There have been cases of people arriving at airports only to discover that there is no holiday whatsoever.

Q. Yes, but surely it is quite safe if you are just booking a villa?

A. Why do you think that - nothing could be easier than taking some photographs of very nice holiday properties, putting them on the Internet, advertising then for rental, obtaining payment and leaving you the consumer to purchase your own air tickets independently and worse, when you arrive in your resort the villas either do not exist or they belong to someone else completely. They may even belong to a legitimate tour operator and may have been taken directly from that tour operators brochure. It is called "fraud" and it can be avoided if you do not book your holiday from the Internet.

Always book a holiday with a tour operator who is displaying an ATOL logo with an ATOL Licence Number.

Q. Why?

A. If the tour operator goes bust then you will be able to recover your money through the ATOL bond which is operated and organised by the Civil Aviation Authority and your money is protected and your holiday is protected if the tour operator goes "bust" whilst you are on your holiday.

CREDIT CARD PROTECTION

Under Section 75 of the Consumer Credit Act 1974 a consumer has protection for any domestic transaction providing it is more than £100 and under £30,000.

It has now been decided that purchases on a UK credit card which are made abroad or over the Internet are covered under the Consumer Credit Act

We strongly advise that you do not book goods or services using the Internet but use the Internet solely for research purposes and ALWAYS USE A REPUTABLE TRAVEL AGENT.

BEWARE:

Budget airlines such as Ryanair are planning to package holidays themselves and because of current legislation the legislation requiring a holiday provider selling accommodation and air travel to have hold an ATOL licence does not apply, therefore if you book a holiday with an airline such as Ryanair or any other budget airline and that airline simply goes "bust" you are NOT protected and therefore there is no legal liability for anyone to refund you and you will have lost your money. Therefore do not do it.

A recent example of the dangers of booking with a low-cost airline is the collapse of DUO Airways which went into administration and left hundreds of passengers either stranded abroad having to make their own way home or those still waiting to travel lost their money completely. The Civil Aviation Authority wants to extend the ATOL-style scheme to all scheduled airlines which would protect customers money and repatriate them in the event of a collapse.

Therefore ask the relevant questions when booking your holiday and avoid booking any holiday with a low-cost carrier as it may turn out to be the most expensive and costly holiday you have ever bought.

There are plenty of reputable travel agents selling weekend packages and packages to sporting events etc. - **STAY WELL AWAY FROM BUDGET AIRLINES OWN PACKAGES AND FLIGHTS.**

If you book a flight only with a budget airline, as long as the transaction is over £100 and you have booked on a credit card then you do have some protection under Section 75 of the Consumer Credit Act. However the Consumer Credit Act does not give protection where a debit card or a charge card has been used.

PLEASE REMEMBER THAT AMERICAN EXPRESS AND DINERS CLUB CARDS ARE CHARGE CARDS AND NOT CREDIT CARDS ALTHOUGH AMERICAN EXPRESS DOES HAVE IT'S OWN CREDIT CARD - Use a Visacard or a Mastercard with one of the recognised credit card companies.

AIRCRAFT TRAVEL

Airlines banned from operating in the UK:

1. **Star Air Limited (Sierra Leone)**
2. **Kamaroon Airlines (Kamaroon)**
3. **Albanian Airlines (Albania)**
4. **Central Air Express (Democratic Republic of the Congo)**
5. **Air Universal (Sierra Leone)**

Airlines banned and reinstated:

1. **RAF - Azia (Latvia)**
2. **Enimex (Estonia)**
3. **Air Bosnia (Bosnia)**
4. **Inter Transair (Bulgaria)**
5. **Air Memphis (Egypt)**
6. **Kyrgyzstan Airlines (Kyrgyzstan)**

All airlines from Equatorial Guinea, Gambia, Liberia and Tajlkistan are currently banned because of inadequate safety regulations by the home country - **BEWARE - DO NOT TRAVEL ON THESE AIRLINES.**

Until recently May 2004 all flights leaving the United Kingdom were subject to an international law known as the International 1929 Warsaw Convention which was incorporated into the Carriage by Air Act 1961 and its subsequent updates.

The UK Government has now incorporated the Montreal Convention into the Carriage by Air Act and we now have the Carriage by Air Act (Implementations of the Montreal Convention 1999) Order 2001 which amends the Carriage by Air Act 1961. It introduces a new schedule which sets out the Convention for the purposes of international travel. It also makes consequential amendments to the Carriage by Air (Supplementary Provisions) Act 1962.

The effect this has on passengers is that it modernises and consolidates the International 1929 Warsaw Convention and the related instruments on liability of air carriers to pay compensation for damages that arise from international carriage by air of passengers, baggage and cargo and its chief provision is that it removes existing financial limits for liability in relation to death or injury of passengers and reflects EU Community Legislation by establishing a 2-tier system:

1. No fault liability applies to the first, lower level of any claim, which is set at 100,000 special drawing rights, the unit established by the International Monetary Fund or £85,000. Above that sum the airline must show the damage was not its fault or that it was somebody else's fault.
2. On delays to passengers and loss or damage of baggage or cargo the Convention introduces an up-to-date regime for liability which includes revised limits. It also simplifies the documentary requirements.

The new levels for loss or destruction of baggage have been raised from the old limits which roughly worked at about £300 for a 20 kilogram bag, and the new maximum limit is approximately £850. This rate does vary in accordance with the fluctuations of international currencies and the special drawing rights.

Consumers should however always ensure that their luggage is adequately protected by insurance.

PLEASE NOTE: ALWAYS CHECK THE MONTREAL & WARSAW CONVENTIONS FOR DEADLINES FOR MAKING CLAIMS.

FLIGHTS ONLY

Charter Flights

Charter flights will be protected by the ATOL bond, however scheduled flights are not protected and none of the "no frills" airlines are protected, therefore if the scheduled airline or the "no frills" scheduled airline goes into liquidation or goes "bust" you have no protection.

Q. What can I do to protect myself?

A. Make sure that you pay by credit card because you have rights under Section 75 of the Consumer Credit Act, however please note the transaction must exceed £100.

Q. Is my scheduled airline likely to go "bust?"

A. Sadly a number of scheduled airlines have ceased trading, however it is not all doom and gloom. For example in the United States, United Airlines filed for bankruptcy due to a downturn in business following the events of

September 11th and it is filing for bankruptcy protection in the United States, a process known as "Seeking Chapter Eleven". Chapter Eleven is a legal term which means that the airline has some temporary protection from its creditors.

Q. Is there anything else I can do to protect myself?

A. Yes - your travel agent can offer you insurance against scheduled airline failure and you should take it out if you are not paying by credit card or the transaction on your credit card is under £100.

DOMESTIC FLIGHTS - ID

Under current law no photographic identification is legally required for domestic flights in Britain, however most domestic flights now require passengers to carry photographic ID which ideally should be a passport. Since September 11th many carriers including the cheap airline Easyjet has insisted that customers on domestic flights carry some form of photographic ID such as a passport or driving licence. The rules are very confusing and according to the Department of Transport there are no plans to change the current policy which means that legally there is no requirement for passengers on domestic flights to carry photographic ID, but, if individual airlines refuse to carry passengers unless they have photographic ID it is effectively the airlines which are imposing the law. So in order to be safe rather than sorry we recommend that passengers on domestic flights carry photographic ID either a passport or a photographic driving licence as the law in this particular area is totally confusing.

BOOKING FLIGHTS ON THE INTERNET

The problem with booking flights over the Internet is that you cannot get what are known as "through tickets" - multi-sector tickets issued within the same ticket cover with unrelated airlines. The advantage of booking a through ticket is that the issuing carrier is responsible for ensuring that you reach your final destination and in the event of a delay or cancellation it is the issuing carrier who are liable. This is especially relevant in situations where for example small local short-haul flights are needed to arrive at a major airport in order to continue the journey to it's ultimate destination on another aircraft with another airline and very often it is a destination to a different continent.

So for example, if you are travelling from Belfast to Heathrow and from Heathrow to Sydney Australia and your flight from Belfast to Heathrow is delayed therefore you miss your connection to Australia, if you have a through ticket then even if it is a different airline it is the issuing airline who is responsible for your delay and must compensate you if appropriate. Unfortunately if you book your tickets over the Internet you are booking separate component parts therefore if your flight from Belfast to Heathrow is delayed and you miss your flight to Australia the issuing airline is only responsible for refunding you or compensating you for the Belfast to Heathrow leg and not for the most expensive part of the flight which would be the Heathrow to Sydney leg of the journey.

That is the disadvantage of booking airline tickets over the Internet.

HAND LUGGAGE

Since the security regulations came into force in August 2006 there has been huge confusion over what can be taken on board an aircraft and what size it must be. On May 6th 2007 there is a new EU Regulation which will come into force and the maximum size of a piece of hand luggage will be 56 cms x 45 cms x 25cms. These dimensions have already been implemented by some airlines including British Airways who have also introduced some additional regulations.

We would suggest that before travelling each person checks with their own airline as to what is allowed and what is not.

BAGGAGE GENERALLY

British Airways have restricted economy passengers on most flights, but there are exceptions, to one piece of hold baggage only. The rules are totally confusing as there are so many exceptions depending on the destination and class of travel, that it is impossible to state with certainty how British Airways will police their new rules. There has been much discussion over elderly and disabled travellers being able to carry one bag weighing 23 kgs.

We would urge all consumers and travellers to take the common-sense approach and check with the airline first – that way there can be no mistakes made.

INSURANCE

Always make sure that you have adequate insurance and take out your insurance **BEFORE** you confirm the booking of your holiday. If you or any of your family members or relatives or friends travelling with you has a health problem or a disability problem, it is absolutely **ESSENTIAL** that you obtain the insurance company's authority to travel before you confirm your holiday. In other words before you sign a booking form.

Most insurance policies will exclude "pre-existing conditions". In other words if you have had a heart condition or high blood pressure, even though you may be fit and well now, if something were to happen to you whilst you were on holiday relating to any illness that you have previously suffered from, then you may not be covered **UNLESS** you have a prior agreement with your insurance company that your particular previous condition will be covered if it occurs again.

Previous Health Problems

Q. Two or three years ago I suffered from a major illness which required surgery and ongoing treatment. I have been given a clean bill of health. Do I need to declare this previous illness?

A. Most definitely yes, because if there is any recurrence or any suspicion of anything similar, you will not be covered.

Special Problems associated with the USA

The USA has no provision for treating people under a National Health Service and medical care is very expensive. If you have had in the past or are suffering from ANY form of illness, it is absolutely essential that before you book your holiday you obtain a full medical screening with your insurance company so that there is no doubt or question that you will be fully covered for ANY illness that you may sustain whilst in the USA.

We have had horrendous stories of people being charged six-figure sums for major surgery as a result of heart and lung and liver problems in the USA. People have had to mortgage their homes in order to pay their medical costs - **DO NOT LET THIS HAPPEN TO YOU.**

Checking the Invoice and Airline Tickets

It is absolutely essential that when your Confirmation Invoice arrives you check the details to make sure that the accommodation is what you have booked and paid for. Many tour operators abbreviate such things as number of bedrooms and how many persons are to sleep in the bedroom. For example: twin4 means - a 1 twin-bedded room sleeping 4 persons. It does not mean 4 twin-bedded rooms.

Please note the difference between studios and 1-bedroomed apartments. A studio is one room including a kitchen with a bathroom or shower room off. A 1-bedroomed apartment is a living area with kitchen, a separate bedroom and bath/shower room off. Make sure that you understand what it is you are booking and if the Confirmation Invoice shows something other than what you have booked, then deal with the matter IMMEDIATELY - DO NOT LEAVE IT.

PLEASE NOTE:

Tour operators will sometimes try and charge for any amendments. It is important that you stand your ground and insist that the mistake is theirs and not yours. It is easy to check these details if you have booked through your ABTA-bonded High Street travel agent as your travel agent will have the original booking form and you should have had a copy of it. However, if you have booked over the telephone, television or the Internet, then you have no proof of what you booked which is why you should always book in person and not by telephone, television or the Internet.

INSURANCE for the over 80's

Most insurance companies will not insure the over 80's, however Age Concern has no upper age limit and you can contact them on **0845 6012234**. Free Spirit will insure people up to the age of 85 on **0845 2305000**. The Post Office, however please note that rates for the over 65's are higher than some other insurance companies.

PLEASE BE AWARE THAT INSURANCE PREMIUMS FOR THE OVER 80's CAN BE VERY HIGH. E.g. they can range between £134 up to £250 and may be higher if there are medical problems for a 3-week holiday outside of the United Kingdom. Whilst you may feel that it is discriminatory, insurance companies view consumers ages in the same way as they view driving, therefore they will charge more for a young driver to drive a car than an older driver and the reverse side is that insurance companies will charge an older person more than a young person for travel insurance as there is more likelihood of an older person being taken ill on holiday than a younger person.

E111 FORMS

These no longer exist and have been replaced by a new EU Health Card which is called a EUROPEAN HEALTH INSURANCE CARD and replaces the old E111 scheme. You can obtain details from www.dh.gov.uk or telephone 0800 555777 or you can apply for a card and obtain an information pack from your Post Office.

PLEASE NOTE: All travellers should also take out private health insurance. The European Union Health Card will valid in all the European Union countries and some other countries with whom we have a reciprocal agreement, but, they do not pay or cover for repatriation to the United Kingdom. Therefore it is ESSENTIAL that private medical insurance is in place.

SPECIAL INSURANCE PROBLEMS

What happens if I cannot obtain insurance or they will not cover me?

A. You will then need specialist insurance cover - there are insurance brokers and risk managers who will organise insurance for the seriously ill or the terminally ill or persons falling into a category which normal insurance does not cover. For further details you should contact:

Rothwell & Towler - Tel.No. 01404 41234

J.D. Consultants - Tel.No. 01689 858812

All Clear - Tel.No. 0870 7779339

These brokers may be able to assist you.

Once again we have had a spate of claims from disgruntled and unhappy consumers who have had their insurance claims rejected because they have not informed the insurance company of a seriously ill relative who was not part of the holiday booking but that relative has died or been in such a seriously ill state that the holiday has either been cancelled or curtailed and the insurance company has invoked their policy terms and conditions.

You **MUST** tell the insurance company about every elderly or sick relative irrespective of whether you are travelling with them or not. If you intend to go to cancel your holiday or come home early if that relative dies to attend the relative's funeral then it is imperative that you tell the insurance company **BEFORE** you travel on the holiday and if the insurance company refuses to cover you then at least you are aware that if you do cancel your holiday or curtail your holiday and come home early you are not going to recover anything from the insurance company.

With the British public there seems to be a reluctance to talk to insurance companies about elderly sick relatives, however you **MUST** tell the insurance company of any relative upon whom the holiday booking depends - it does not matter whether they are travelling with you or not.

In the event that you have a relative who is seriously ill but is not part of your holiday booking party and that relative subsequently dies or is in such a state that you feel it is necessary to cancel your holiday, it is highly likely that your insurance company will not cover you for cancellation in those circumstances because you should have advised the insurance company before you booked the holiday. So for example if you have an elderly relative suffering from cancer, even though that relative is not part of your holiday booking, and that relative subsequently dies before you are due to travel and as a result you feel you should cancel your holiday, it is in all probability unlikely that your insurance company will reimburse you for the cancellation of your holiday and remember you cannot get your money back from the tour operator under those circumstances. Remember - be safe rather than sorry.

- Q. When I book my insurance, do I have to take the travel agents insurance?
A. You do not have to take the travel agents insurance and they cannot refuse to sell you the holiday. You must however satisfy the travel agent that your own insurance is adequate and it covers all the essential areas of travel. You may be required to sign a waiver form.

If the travel agent refuses to sell you a holiday because you will not take out their own insurance, then you should report the matter to ABTA or the Department of Trade and Industry. Remember all reputable travel agents will not try and force you to take out their own insurance. If you find yourself in this situation, simply leave the travel agents shop and go to another travel agent.

POTENTIAL INSURANCE PROBLEMS

1. Disclosure of pre-existing illness or chronic or terminal illnesses

You must disclose any pre-existing condition, not just of yourselves and the people with whom you are travelling, BUT ANY PERSON WHO IS RELATED TO YOU WHO IS NOT TRAVELLING BUT UPON WHOM YOUR TRIP DEPENDS. So for example, if you have a terminally ill relative who is very close and that person dies before you go on holiday and you wish to cancel your holiday, you must disclose that terminally ill person to your insurance company.

2. Sporting Activities

Most travel insurance policies do not cover sporting activities, therefore if you are taking part in skiing, water skiing, elephant riding, scuba-diving, bungee jumping etc. you will have to get additional insurance so make sure you take it out before you travel.

3. Valuables

Make sure you have sufficient insurance cover and that it covers any valuable items you are taking with you. Check the upper limits on your policy and make sure it is the right policy for you.

4. Unattended Luggage

Unattended luggage is often not covered by insurance - read the small print and do not leave your luggage unattended.

5. Length of Holiday

Make sure that your insurance policy covers you for the entire duration of your holiday. There is often a cut-off point of 31 days - so if you are staying longer check to make sure your insurance policy covers you.

PREGNANCY

During the last 2 years we have dealt with numerous enquiries relating to the cancellation of holidays because after the date of booking one or more of the booking party has wished to withdraw from the contract or cancel the contract because of a pregnancy which was not in evidence at the time of booking.

It is therefore ABSOLUTELY ESSENTIAL that you take out the insurance policy at the time of booking the holiday and make sure that the insurance policy has a section which covers cancellation in the event of an unplanned pregnancy. Many people do not take out insurance at the time of booking their holiday, they buy it just before they travel and yet this is a classic example of why it is absolutely essential to take out insurance at the time of booking the holiday.

The same situation applies in respect of any form of unforeseen accident or illness which causes a cancellation. It is the only way that you as a consumer are going to recover the cost of your holiday.

FREQUENT TRAVELLERS

If you are a frequent traveller, in other words if you take more than one holiday abroad with your family, you may find it cheaper to take out an annual travel policy for you and your partner and family. This can often be done through an add-on to your household contents insurance at a small increase on the annual premium. You should investigate this with your insurance provider.

THE BROCHURE

When booking your holiday, always book your holiday from the brochure. DO NOT BOOK un-named accommodation as it is frequently inferior and often unsatisfactory.

Q. But surely you can get some very good deals by booking un-named accommodation?

A. The so-called "allocation on arrival" holidays are usually offered as late deals because the tour operators have spare capacity on their aircraft which they have a need to fill. Therefore they will enter into short term contracts with local suppliers to provide the additional accommodation necessary. It is sometimes the case that not all the necessary checks have been made with regard to this last minute accommodation and there is a far greater risk element attached to booking un-named accommodation.

Q. Our friends always go to un-named accommodation and have fantastic deals. Aren't you exaggerating the risk?

A. Your friends have been lucky and sadly I have helped people who have been retired and who have been put into Club 18-30 style accommodation and I have also helped young people who have found themselves in what can only be described as "an old folks home." I have helped disabled people on the top floor in hotels with no lifts with huge numbers of steps to swimming pools etc. and those people who have wanted an active night-life stuck in accommodation several miles off the beater track where the nearest night-life is an hours drive and no public transport.

Unless you really do not care where you go or what sort of accommodation you stay in or what the quality of that accommodation may be, then simply don't book it. It's your money - spend it wisely - be safe not sorry.

BROCHURE TERMINOLOGY

When booking your holiday always make sure that you have read the brochure very carefully and be aware of such terms as "lively location" which usually means very noisy, all-night bars and discos; "close to shops and local amenities" usually means lots of traffic noise, close to a main road, restaurants, bars, etc; "childrens clubs and facilities" usually means that the hotel will be mainly catering for families with children and if you are wanting a quiet, peaceful holiday then the children may cause you unwanted noise. "Quiet, peaceful location" can mean complete isolation where the use of a car is essential.

Beware of terms which describe such things as "terraced gardens", "split level", anything which describes "going down or going up" as this will give you a fairly good indication that the hotel may not be suitable with mobility problems and there may be a number of steps.

Always check to see whether there are lifts if lifts are a requirement and also how many bedrooms the hotel has which would give you an indication of the size of the establishment.

If you are going on an all-inclusive board basis then do check the small print for exactly what the all-inclusive includes and what it excludes and read the additional pages at the back of the tour operator's brochure which will explain that some facilities have to be paid for.

Always take the brochure with you on holiday as only then can you decide for yourself whether you have got exactly what you booked and paid for or whether you have got something which is essentially different. For example if your brochure shows a beautiful swimming pool which clearly is not a swimming pool in your hotel grounds you can take a photograph of the hotel swimming pool and this is evidence

which you can use on your return. Without taking the brochure on holiday then you have no way of being able to make a comparison.

Learn to understand brochure jargon. This is vitally important and could save you grief and upset. For a quick guide see below.

- (a) Convenient for the airport – hotel is probably located at the bottom of the runway – beware of constant low flying and very noisy aircraft
- (b) Convenient for shops and restaurants – hotel is probably located on a busy main road, possibly in a town centre. Constant noise from traffic day and night.
- (c) Hotel occupies the most prominent position with magnificent views of the surrounding countryside/sea – hotel is probably located on a hill/cliff overlooking the resort or bay.
- (d) Tranquil and peaceful location – hotel is probably isolated well away from town centre, a car essential
- (e) Close to lively nightlife – do not expect any sleep before 5 or 6 o'clock in the morning.
- (f) Free child places – all cramped up in one small room
- (g) Single room supplements – hotels overcharging single travellers usually poor accommodation

CONFIRMATION INVOICE

Always take your Confirmation Invoice with you - this is your contract and the most important document. This shows exactly what you have booked and paid for, it also shows the difference between what is included in your contract and what is merely a request. For example if you have paid extra for a suite or a sea view and it is clearly shown on your Confirmation Invoice and the additional payment is shown and when you arrive at your hotel you are given a back room with two single beds, then you can show your Confirmation Invoice to your tour operator's representative and to the hotelier and they will see that you have paid for a sea view or a luxury suite. Without the Confirmation Invoice you cannot prove your complaint.

CHECKING THE INVOICE

When you have your Confirmation Invoice and your airline tickets and accommodation voucher, please make sure that all the names are correctly spelt, that you are going to the correct accommodation and you are leaving from the correct airport. Check the times very carefully as flight times can be changed by the airline - it is your responsibility to check these details and to ensure that the documents that you have been sent are correct. If there are any inaccuracies or mistakes then you should notify your travel agent and tour operator immediately.

TRAVELLING TO THE AIRPORT

Always leave yourself plenty of time to arrive at the airport. Remember that your journey can be disrupted by transport problems such as motorway holdups, delays and the same applies for rail transport or even local air travel to your main airport. Despite what your tour operator's brochure may tell you, always make sure that you have at least 2 hours to spare before checking in and in the case of long haul, i.e. anywhere outside of Europe, allow at least 3 hours. Remember it is your responsibility to arrive at your airport on time and you cannot sue a tour operator because of a late arrival at the airport.

You should anticipate traffic problems, motorway hold-ups etc. and it is better to arrive early and wait than arrive late and miss your holiday flight.

You cannot recover compensation if your arrival at the airport is delayed by traffic or other transport problems as these are unconnected with the package. You can however take out insurance against failure of other public transport or motorway delays.

BE SAFE - NOT SORRY

PASSPORTS

With effect from April 2007 any adult applying for a UK passport for the first time MUST attend an interview at one of the new Passport Centres – PLEASE SEE YOUR LOCAL PRESS FOR DETAILS.

VISAS GENERALLY

Each year we get a large number of complaints in relation to Visas. If you are travelling to a non-EU country and you are a British passport holder then you MUST make enquiries with the relevant Embassy to see whether it is a requirement that you have a Visa. Anyone holding a passport which is not a British passport should as a matter of course when booking any holiday abroad check with their own Embassy and the Embassy of the country to where they are intending to travel to check out the Visa requirements – DO IT WELL IN ADVANCE AND DO NOT LEAVE IT UNTIL THE LAST MINUTE.

PASSPORTS & VISAS (Updated USA information) - PLEASE READ

PLEASE REFER TO THE FRONT PAGE OF THIS DOCUMENT

It is your responsibility to ensure that you have a valid passport and appropriate visa. You should check the expiry date on your passport and if you hold a British Citizens passport you should have at least 6 months remaining on your passport prior to its expiry. Some countries will not let you travel without 6 months at least on your passport.

If you are travelling to the United States with a British Citizens passport, you need to be aware there are some special rules relating to the Visa Waiver Scheme which you should check. If you have a criminal record or have suffered from a psychiatric illness or if you have overstayed on a previous occasion or you have in the past or present belonged to a proscribed organisation then you will be ineligible for the Visa Waiver Scheme and you will have to obtain a Visa in order to gain entry into the United States. If you fall into one of these categories you should check with the United States Embassy.

US Authorities have announced new passport rules which will come into force in October 2005 and this will affect many British travellers.

IMPLEMENTATION DATE HAS BEEN DEFERRED TO OCTOBER 26TH 2006

WARNING:

Anyone who is planning to travel to the United States who has a passport which is near expiry is advised strongly to renew their passports before the 26th October or face the traumatic experience of having to apply in person for a Visa. As you may be aware the original requirement for a biometric document with embedded face recognition technology to enter the US on a Visa Waiver Programme was put back one year because our Government could not meet the deadline.

It would appear that our Government is still struggling to meet the deadline and is attempting to persuade the US Authorities for a further delay. However if it is unacceptable those persons with new passports issued after the 26th October 2005 will have to apply for a Visa to enter the United States. The only way to obtain a Visa is in person at the US Embassy and it is a very long and arduous process which takes several hours; it is also expensive as we understand that the Visas will be £67 per person. It is therefore advisable for anyone planning to visit the United States whose passport is near to expiry to apply for a passport NOW at the time of writing being April 2005.

You can apply for a British Passport within 6-months of the old passport running out, therefore it is in the interests of all holidaymakers and travellers to apply for a passport well in advance of their post-October 26th 2005 travel.

All passports issued on or after October 26th 2005 must contain a chip of biometric data on the holder such as digital images of fingerprints or an iris. This will make passports harder to forge and identities easier to check.

To apply for the Visa you must do the following:

1. You must apply in person and you contact the US Embassy on:

Tel.No.	0207 499 9000
Website:	www.usembassy.org.uk ,
Interview booking line:	0905 544 4546 - Calls cost £1.30p per minute to arrange an appointment.

2. You must allow at least 4 weeks before the proposed travel and interviews take place between 8.00 am and 1.30 pm in the offices of the US Embassy in London, 24 Grosvenor Square, W1 1AE or in Belfast, Queens House, 14 Queen Street, BT1 6EQ.

There are ways to beat the deadline and if your passport is likely to expire and your new passport is likely to arrive after the 26th October 2005 then apply NOW to the UK Passport Service:

Tel.No.	0870 5210410
Website:	www.passport.gov.uk

As you will not need a Visa if your passport arrives before 26th October 2005, unless you fall into one of those categories listed below:

1. Anyone who intends to work, study or spend more time than 90 days.
2. Anyone who have previously been arrested even if the arrest did not result in a criminal conviction.
3. Anyone with serious communicable diseases and illnesses.
4. Anyone who has been refused admission into or has been deported from the USA.
5. Anyone who has previously over-stayed whilst on a Visa Waiver Scheme.
6. Anyone with outstanding traffic offences who may have a warrant out for their arrest.
7. Anyone whose passport will expire after the 26th October 2005 and before UK biometric passports.
8. Anyone who has a British Passport issued abroad which does not feature a barcode will have to apply for a Visa after the 26th October 2005.

From the 26th October 2004 all British minors (children) who are currently on a parents passport must have their own travel documents - they will not be admitted into the US and therefore if a separate passport has to be applied for then they will need a Visa.

PLEASE NOTE: Visas cost £67.

WARNING: If for some reason your Green Card is not collected by the US Immigration Authorities when you are leaving the USA it is imperative that you inform the Department of Homeland Securities Office in London, Kentucky as soon as possible. You must send your departure card to that office. The information is available on the US Embassy's website: www.usembassy.org.uk and you have to click on Visas to the US in the header bar, then FAQs then Visas - most frequently asked questions. You will find the advice on what to do if your departure card was not handed in. You must send it to ACS - USCIS, SBU, PO Box 7125 London Kentucky 40742-7125, USA. It must be sent with a letter of explanation and evidence of your departure from the US. You will not receive any acknowledgement so take copies of the correspondence and proof of posting in case it has not been logged and you are stopped on your next trip by US Immigration on entry as this will happen if your previous departure has not been recorded and you may be treated as an "overstayer."

USA VISAS

The US Government is considering using the fingerprinting and eye-scan to cover people LEAVING the United States as well as arriving in the United States and anyone who does not go through this procedure once it is introduced may have difficulties visiting the United States on a future occasion as they would show up as someone who had not left the country.

At the moment this is in a trial period for only certain airports.

FLIGHTS

Check-in for US flights from the United Kingdom are expected to take longer due to the US Government demanding more time to review passenger lists for inbound traffic, therefore you are strongly advised to allow 3 to 4 hours for check-in if you are flying to the United States or if you are flying from Europe into the United Kingdom and then out of the United Kingdom and on to the United States the same procedure will apply.

WATCH THIS SPACE

LATEST INFORMATION - Implementation now October 26th 2006

The House of Representatives Terrorism Sub-Committee have called for an urgent review of the Visa Waiver Programme claiming that several known terrorists have used the Visa Waiver Programme including Richard Reid the British shoe bomber. If the Visa Waiver Programme is discontinued this will seriously affect all Britains travelling to the USA as they will have to obtain a Visa. British travellers must apply a month in advance IN PERSON in either London or Belfast and the cost would be £67 per person.

These proposals do not yet exist in law but watch this space and check on a weekly basis for further updates.

For anyone who does not hold a British Citizens passport they should check with their own Embassy as to passport and visa requirements of the countries they are visiting and remember it is not just the countries that you are visiting, it is any country that you may stop over in en route to your final destination. You should do this in good time as it can take several days if not weeks for certain countries to issue to the relevant visas and it is your responsibility to make sure that you have the correct documentation to travel, not your tour operator's. If you fail to make the necessary enquiries yourself and as a result you lose your holiday or it is curtailed, it is your responsibility and you will find that your insurance company will not cover you and your tour operator will not reimburse you, so be sure to make your enquiries in good time.

It is always better to double-check with the Embassy concerned in case the published visa and passport requirements have changed. Other countries can change their rules almost overnight, especially if they are in a political dispute with the United Kingdom and therefore you should be fully aware of all visa and passport requirements and this can only be done through checking with the Embassy concerned.

BE SAFE - NOT SORRY

PLEASE NOTE: If you are travelling on a British Subject passport or you do not have a machine-readable passport, you will have to obtain a Visa from the US Embassy.

CANCELLATIONS OF HOLIDAY

Q. What happens if I have to cancel my holiday?

A. If you cancel your holiday the tour operator will impose certain charges known as "cancellation charges". These will be found at the back of the tour operator's brochure and they basically work on the principle that the later you cancel your holiday the bigger the financial penalty. However if you have travel insurance and you have to cancel your holiday because of illness or certain statutory requirements, you may find that your travel insurance policy will cover you for this and the money that you have lost by way of cancellation charges to your insurance company will be reimbursed to you under your travel insurance policy. You should always check at the time of booking your holiday that the insurance policy that you propose to take covers for these eventualities.

NEW LEGISLATION

EU REGULATION (EC) No.261/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of the 11th February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No. 295/91

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community and in particular Article 80(2) thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Economic and Social Committee ⁽²⁾

After consulting the Committee of the Regions,

Acting in accordance with the procedure laid down in Article 251 of the Treaty⁽³⁾, in the light of the joint text approved by the Conciliation Committee on 1st December 2003,

Whereas;

- (1) Action by the Community in the field of air transport should aim, among other things, at ensuring a high level of protection for passengers. Moreover, full account should be taken of the requirements of consumer protection in general.
- (2) Denied boarding and cancellation or long delay of flights cause serious trouble and inconvenience to passengers.
- (3) While Council Regulation (EEC) No. 295/91 of 4th February 1991 establishing common rules for a denied boarding compensation system in scheduled air transport ⁽⁴⁾ created basic protection for passengers, the number of passengers denied boarding against their will remains too high, as does that affected by cancellations without prior warning and that affected by long delays.

(1) OJ C 103 E, 30.4.2002, p.225 and OJ C 71 E, 25.3.2003, p.188.

(2) OJ C 241, 7.10.2002, p.29.

(2) Opinion of the European Parliament of 24.10.2002 (OJ C 300 E, 11.12.2003, p.443) Council Common Position of 18.3.2003 (OJ C 125 E, 27.5.2003, p.63) and Position of the European Parliament of 3.7.2003. Legislative Resolution of the European Parliament of 18.12.2003 and Council Decision of 26.1.2004.

(4) OJ L 36, 8.2.1991, p.5

- (4) The Community should therefore raise the standards of protection set by that Regulation both to strengthen the rights of passengers and to ensure that air carriers operate under harmonised conditions in a liberalised market.
- (5) Since the distinction between scheduled and non-scheduled air services is weakening, such protection should apply to passengers not only on scheduled but also on non-scheduled flights, including those forming part of package tours.
- (6) The protection accorded to passengers departing from an airport located in a Member State should be extended to those leaving an airport located in a third country for one situated in a Member State, when a Community carrier operates the flight.
- (7) In order to ensure the effective application of this Regulation, the obligations that it creates should rest with the operating air carrier who performs or intends to perform a flight, whether with owned aircraft, under dry or wet lease, or on any other basis.
- (8) This Regulation should not restrict the rights of the operating air carrier to seek compensation from any person, including third parties, in accordance with the law applicable.
- (9) The number of passengers denied boarding against their will should be reduced by requiring air carriers to call for volunteers to surrender their reservations, in exchange for benefits, instead of denying passengers boarding, and by fully compensating those finally denied boarding.
- (10) Passengers denied boarding against their will should be able either to cancel their flights, with reimbursement of their tickets, or to continue them under satisfactory conditions, and should be adequately cared for while awaiting a later flight.
- (11) Volunteers should also be able to cancel their flights, with reimbursement of their tickets, or continue them under satisfactory conditions, since they face difficulties of travel similar to those experienced by passengers denied boarding against their will.
- (12) The trouble and inconvenience to passengers caused by cancellation of flights should also be reduced. This should be achieved by inducing carriers to inform passengers of cancellations before the scheduled time of departure and in addition to offer them reasonable re-routing, so that the passengers can make other arrangements. Air carriers should compensate passengers if they failed to do this, except when the cancellation occurs in extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
- (13) Passengers whose flights are cancelled should be able either to obtain reimbursement of their tickets or to obtain re-routing under satisfactory conditions, and should be adequately cared for while awaiting a later flight.
- (14) As under the Montreal Convention, obligations on operating air carriers should be limited or excluded in cases where an event has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier.

- (15) Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft, even though all reasonable measures had been taken by the air carrier concerned to avoid the delays or cancellations.
- (16) In cases where a package tour is cancelled for reasons other than the flight being cancelled, this Regulation should not apply.
- (17) Passengers whose flights are delayed for a specified time should be adequately cared for and should be able to cancel their flights with reimbursement of their tickets or to continue them under satisfactory conditions.
- (18) Care for passengers awaiting an alternative or a delayed flight may be limited or declined if the provision of the care would itself cause further delay.
- (19) Operating air carriers should meet the special needs of persons with reduced mobility and any persons accompanying them.
- (20) Passengers should be fully informed of their rights in the event of denied boarding and of cancellation or long delay of flights, so that they can effectively exercise their rights.
- (21) Member States should lay down rules on sanctions applicable to infringements of the provisions of this Regulation and ensure that these sanctions are applied. The sanctions should be effective, proportionate and dissuasive.
- (22) Member States should ensure and supervise general compliance by their air carriers with this Regulation and designate an appropriate body to carry out such enforcement tasks. The supervision should not affect the rights of passengers and air carriers to seek legal redress from courts under procedures of national law.
- (23) The Commission should analyse the application of this Regulation and should assess in particular the opportunity of extending its scope to all passengers having a contract with a tour operator or with a Community carrier, when departing from a third country airport to an airport in a Member State.
- (24) Arrangements for greater co-operation over the use of Gibraltar Airport were agreed in London on 2 December 1987 by the Kingdom of Spain and the United Kingdom in a joint declaration by the Ministers of Foreign Affairs of the two countries. Such arrangements have yet to enter into operation.
- (25) Regulation (EEC) No.295/91 should accordingly be repealed,

HAVE ADOPTED THIS REGULATION:

Article 1

Subject

1. This Regulation establishes, under the conditions specified herein, minimum rights for passengers when:
 - (a) they are denied boarding against their will;
 - (b) their flight is cancelled;
 - (c) their flight is delayed.
2. Application of this Regulation to Gibraltar Airport is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated.
3. Application of this Regulation to Gibraltar Airport shall be suspended until the arrangements in the Joint Declaration made by the Foreign Ministers of the Kingdom of Spain and the United Kingdom on 2 December 1987 enter into operation. The Governments of Spain and the United Kingdom will inform the Council of such date of entry into operation.

Article 2

Definitions

For the purposes of this Regulation:

- (a) "air carrier" means an air transport undertaking with a valid operating licence;
- (b) "operating air carrier" means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;

- (c) "Community carrier" means an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Council Regulation (EEC) No. 2407/92 of 23 July 1992 on licensing of air carriers (1);
- (d) "tour operator" means, with the exception of an air carrier, an organiser within the meaning of Article 2, point 2, of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (2);
- (e) "package" means those services defined in Article 2, point 1, of Directive 90/314/EEC;
- (f) "ticket" means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the air carrier or its authorised agent;
- (g) "reservation" means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;
- (h) "final destination" means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;
- (i) "person with reduced mobility" means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers;
- (j) "denied boarding" means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Article 3(2), except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
- (k) "volunteer" means a person who has presented himself for boarding under the conditions laid down in Article 3(2) and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.
- (l) "cancellation" means the non-operation of a flight which was previously planned and on which at least one place was reserved.

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- (1) OJ L 240, 24.8.1992, p.1.
 - (2) OJ L 158, 23.6.1990, p.59.
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Article 3

Scope

1. This Regulation shall apply;
 - (a) to passengers departing from an airport located in the territory of a Member State to which the Treaty applies;
 - (b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaty applies, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is a Community carrier.
2. Paragraph 1 shall apply on the condition that passengers:
 - (a) have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article 5, present themselves for check-in,
 - as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, the tour operator or an authorised travel agent.

Or, if no time is indicated,

 - not later than 45 minutes before the published departure time; or
 - (b) have been transferred by an air carrier or tour operator from the flight for which they held a reservation to another flight, irrespective of the reason.
3. This Regulation shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.
4. This Regulation shall only apply to passengers transported by motorised fixed wing aircraft.
5. This Regulation shall apply to any operating air carrier providing transport to passengers covered by paragraphs 1 and 2 where an operating air carrier which has no contract with the passenger performs obligations under this Regulation, it shall be regarded as doing so on behalf of the person having a contract with that passenger.
6. This Regulation shall not affect the rights of passengers under Directive 90/314/EEC. This Regulation shall not apply in cases where a package tour is cancelled for reasons other than cancellation of the flight.

Article 4

Denied Boarding

1. When an operating air carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the operating air carrier. Volunteers shall be assisted in accordance with Article 8, such assistance being additional to the benefits mentioned in this paragraph.
2. If an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers against their will.
3. If boarding is denied to passengers against their will, the operating air carrier shall immediately compensate them in accordance with Article 7 and assist them in accordance with Articles 8 and 9.

Article 5

Cancellation

1. In the case of cancellation of a flight, the passengers concerned shall:
 - (a) be offered assistance by the operating air carrier in accordance with Article 8; and
 - (b) be offered assistance by the operating air carrier in accordance with Article 9(1)(a) and 9(2), as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Article 9(1)(b) and 9(1)(c); and
 - (c) have the right to compensation by the operating air carrier in accordance with Article 7, unless:
 - (i) they are informed of the cancellation at least two weeks before the scheduled time of departure; or
 - (ii) they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
 - (iii) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.
2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
3. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
4. The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

Article 6

Delay

1. When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:
 - (a) for two hours or more in the case of flights of 1,500 kilometres or less; or
 - (b) for three hours or more in the case of all intra-Community flights of more than 1,500 kilometres and of all other flights between 1,500 and 3,500 kilometres; or
 - (c) for four hours or more in the case of all flights not falling under (a) or (b),passengers shall be offered by the operating air carrier:
 - (i) the assistance specified in Article 9(1)(a) and 9(2); and
 - (ii) when the reasonably expected time of departure is at least the day after the time of departure previously announced, the assistance specified in Article 9(1)(b) and 9(1)(c); and
 - (iii) when the delay is at least five hours, the assistance specified in Article 8(1)(a).
2. In any event, the assistance shall be offered within the time limits set out above with respect to each distance bracket.

Article 7

Right to compensation

1. Where reference is made to this Article, passengers shall receive compensation amounting to:
 - (a) EUR 250 for all flights of 1,500 kilometres or less;
 - (b) EUR 400 for all intra-Community flights of more than 1,500 kilometres and for all other flights between 1,500 and 3,500 kilometres;
 - (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.
2. When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked.
 - (a) by two hours, in respect of all flights of 1,500 kilometres or less; or
 - (b) by three hours, in respect of all intra-Community flights of more than 1,500 kilometres and for all other flights between 1,500 and 3,500 kilometres; or
 - (c) by four hours, in respect of all flights not falling under (a) or (b),

the operating air carrier may reduce the compensation provided for in paragraph 1 by 50%.
3. The compensation referred to in paragraph 1 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.
4. The distances given in paragraphs 1 and 2 shall be measured by the great circle route method.

Article 8

Right to reimbursement or re-routing

1. Where reference is made to this Article, passengers shall be offered the choice between:
 - (a) - reimbursement within seven days, by the means provided for in Article 7(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
 - a return flight to the first point of departure, at the earliest opportunity.
 - (b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
 - (c) Re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.
2. Paragraph 1(a) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under Directive 90/314/EEC.
3. When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with the passenger.

Article 9

Right to care

1. Where reference is made to this Article, passengers shall be offered free of charge;
 - (a) meals and refreshments in a reasonable relation to the waiting time;
 - (b) hotel accommodation in cases
 - where a stay of one or more nights becomes necessary, or
 - where a stay additional to that intended by the passenger becomes necessary;
 - (c) transport between the airport and place of accommodation (hotel or other).

2. In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.
3. In applying this Article, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

Article 10

Upgrading and downgrading

1. If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.
2. If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided for in Article 7(3), reimburse;
 - (a) 30% of the price of the ticket for all flights of 1,500 kilometres or less,
 - (b) 50% of the price of the ticket for all intra-Community flights of more than 1,500 kilometres, except flights between the European territory of the Member States and the French overseas departments, and for all other flights between 1,500 and 3,500 kilometres, or
 - (c) 75% of the price of the ticket for all flights not falling under (a) or (b), including flights between the European territory of the Member States and the French overseas departments.

Article 11

Persons with reduced mobility or special needs

1. Operating air carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.
2. In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care in accordance with Article 9 as soon as possible.

Article 12

Further compensation

1. This Regulation shall apply without prejudice to a passenger's rights to further compensation. the compensation granted under this Regulation may be deducted from such compensation.
2. Without prejudice to relevant principles and rules of national law, including case law, paragraph 1 shall not apply to passengers who have voluntarily surrendered a reservation under Article 4(1).

Article 13

Right of redress

In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this Regulation may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable. In particular, this Regulation shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or another person with whom the operating air carrier has a contract. Similarly, no provision of this Regulation may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws.

Article 14

Obligation to inform passengers of their rights

1. The operating air carrier shall ensure that at check-in a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers:

"If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance."
2. An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with this Regulation. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact details of the national designated body referred to in Article 16 shall also be given to the passenger in written form.
3. In respect of blind and visually impaired persons, the provisions of this Article shall be applied using appropriate alternative means.

Article 15

Exclusion of waiver

1. Obligations vis-à-vis passengers pursuant to this Regulation may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.
2. If, nevertheless, such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in this Regulation, the passenger shall still be entitled to take the necessary proceedings before the competent courts or bodies in order to obtain additional compensation.

Article 16

Infringements

1. Each Member State shall designate a body responsible for the enforcement of this Regulation as regards flights from airports situated on its territory and flights from a third country to such airports. Where appropriate, this body shall take the measures necessary to ensure that the rights of passengers are respected. The Member States shall inform the Commission of the body that has been designated in accordance with this paragraph.
2. Without prejudice to Article 12, each passenger may complain to any body designated under paragraph 1, or to any other competent body designated by a Member State, about an alleged infringement of this Regulation at any airport situated on the territory of a Member State or concerning any flight from a third country to an airport situated on that territory.
3. The sanctions laid down by Member States for infringements of this Regulation shall be effective, proportionate and dissuasive.

Article 17

Report

The Commission shall report to the European Parliament and the Council by 1 January 2007 on the operation and the results of this Regulation, in particular regarding;

- the incidence of denied boarding and of cancellation of flights,
- the possible extension of the scope of this Regulation to passengers having a contract with a Community carrier or holding a flight reservation which forms part of a 'package tour' to which Directive 90/314/EEC applies and who depart from a third-country airport to an airport in a Member State, on flights not operated by Community air carriers,
- the possible revision of the amounts of compensation referred to in Article 7(1).

Article 18

Repeal

Regulation (EEC) No. 295/91 shall be repealed.

Article 19

Entry into force

This Regulation shall enter into force on 17th February 2005.

This Regulation shall be binding in its entirety and directly applicable to all Member States.

Done at Strasbourg, 11 February 2004

*For the European Parliament
The President
P. COX*

*For the Council
The President
M. McDOWELL*

Edmunds & Co

FIVE STEPS TO CLAIMING COMPENSATION for overbooking or flight delays

1. Prior to travel, obtain Air Passenger Rights Leaflet available on www.europa.eu.int/comm/transport/air/rights/index-en.htm.
2. Request that the airline representative give you written details of your rights explaining how to obtain compensation. The regulations require that the airline give this information to all passengers.
3. Set out your claim in writing.
4. If your claim for compensation is rejected then contact the Air Transport Users Council in writing or by telephone at:

45-59 Kingsway, London, WC2B 6TE Telephone No. 0207 240 6061
5. The Air Transport Users Council will be able to assist you on your behalf in order to try to negotiate an agreement between yourself and the airline. If there is no agreement reached and the airline refuses to pay you compensation then the matter will be placed in the hands of the Civil Aviation Authority who have the power to prosecute an airline. It can impose a penalty of £5,000 per case for failure to comply with the legislation.
6. The airline also has to reimburse you your air fare within 7-days if you have chosen not to fly because of the cancellation or the delay. You can have vouchers rather than money but only if you agree to this.

These new rules cover all charter flights, scheduled flights and low cost budget airlines. The criteria for claiming compensation is that the flight must be departing from an EU airport or flying into the EU on an EU airline.

Passengers who are delayed or have their flight cancelled are entitled to complimentary refreshments. On a short-haul flight if the delay is more than 2 hours, on a mid-range flight 3 hours or more and on a long-haul flight 4 hours or more. If the delay is excessive then passengers are also entitled to overnight accommodation, including a transfer to the hotel free of charge, or the airline must find alternative transport for the passengers to reach their final destination.

In the case of a flight being overbooked the airline have to ask for volunteers to give up their seat first. Any passenger who agrees to this can opt for cash benefits as well as the option of either a refund of their ticket with a free flight back to their point of departure or a later flight to their destination but they are not entitled to the additional compensation as specified above. However if a passenger is "bumped" against their will they are entitled to the compensation as specified above.

It is highly likely that in the case of delay airlines will try and avoid liability as there is within the regulations a get-out clause which allows the airline to avoid compensating passengers where the reason for the delay or cancellation is outside of the airline's control. For example adverse weather conditions, industrial action by airline staff or simply Air Traffic Control delays or overloads are all examples where compensation would not apply.

Airlines also will not have to compensate the passengers if they give 14-days notice or more regarding a cancellation or they provide a re-routed flight. So whilst these regulations give passengers enhanced rights that they previously did not have it is not compensation for every circumstance. Passengers should therefore collect all the relevant information together before considering whether it is appropriate to make a claim.

ACCIDENT ON BOARD AN AIRCRAFT

If you are injured on board an aircraft or injured by accident embarking or disembarking off an aircraft, you are entitled to compensation. However there are some special limitations which apply under the Warsaw Convention and Montreal Convention which basically means that you have to make your claim within 2-years from the date of the incident otherwise your claim is automatically statute-barred and you cannot resurrect it after that time period.

PLEASE NOTE: There are special rules applicable to children and persons suffering from mental incapacity.

DISABLED AND SPECIAL NEEDS

If you are travelling with a disabled or special needs passenger or you require special services yourself, you must make sure that when you book your holiday it is part of the contractual obligations and not put down as a special request. Special requests on a Confirmation Invoice do not form part of the contract but are merely what they state - requests.

You must also ensure that you complete a Special Needs Form and check with the tour operator and the airline that they have received these. It is always worth contacting the airline a day or so before departure to ensure that they are aware of your needs, for example wheelchair facilities, dietary facilities, etc. If they have not received the paperwork or they are unaware you can arrange to fax them a copy of your copy of the Special Needs Form.

It is important when booking your holiday, if you are taking a wheelchair if you check that the hotel or self-catering accommodation that you are going to has ramps and that the space between the doors and especially in the bathroom area is large enough to accommodate a wheelchair. You should therefore give the dimensions of the wheelchair you are intending to take to your tour operator for them to check with their accommodation managers as to whether the accommodation is suitable. This should be done before you enter into any legally binding contract.

For some people it may be necessary to obtain a Fitness to Fly Certificate from your doctor. It is important that you ascertain whether anyone travelling with you who is ill or severely disabled is fit to fly or travel and that this information is obtained from their doctor BEFORE booking the holiday. You should read paragraph 3 of this leaflet in conjunction with Special Needs and Disabled Travellers.

PLEASE NOTE: UK legislation in respect of discrimination against disabled persons DOES NOT APPLY outside of the United Kingdom and disabled travellers should be aware that there are many countries in the world who do not recognise the rights of disabled persons and it is local law which is applicable if you are discriminated against whilst abroad by a foreign national. You should therefore take great care where you are travelling to.

HEALTH

INNOCULATIONS - Remember if you are travelling outside of the European Union contact your doctor who will advise you what inoculations you will require and make sure that you have those inoculations in good time before your holiday commences.

Take a good first aid kit with you, this should include medicines for diarrhoea and travel sickness, antiseptic cream, plasters, indigestion tablets and obviously if you are on medication a good supply of the medication prescribed by your doctor.

Remember the sun is very strong and you should take with you a high factor protection sunscreen. Never let children play in the sun without protection.

WEATHER

Adverse weather conditions – when you book a holiday always check to find out what the weather will be like for the time of year that you are going on holiday. For example between August and November there is a strong risk of hurricanes in the Caribbean and countries such as Spain, Baleric Islands can be very cold and wet in the winter months. So check with the travel agent or tour operator and ask questions about rainy seasons, hurricane seasons, average temperatures and pack suitable clothing for the temperatures.

PACKING YOUR BAGS

When preparing your luggage, make sure that inside your suitcase you have your name and address just in case your luggage gets lost. Many bags cannot be repatriated with their owners because there is nothing inside the suitcase which identifies the owner. Remember however, not to put details on the outside of your suitcase of your home address as potential burglars may see this information and use it to their advantage whilst you are on holiday.

EMERGENCY CONTACT

Always leave your address and a contact telephone number with a relative at home in case of emergencies.

If you are concerned about your planned destination always check the Foreign Office Travel Advice which is available on the website www.fco.gov.uk/travel and Foreign Office Advice Helpline Tel.No. **0207 008 0232 or 0233**

OVERBOOKED FLIGHTS

If you are "bumped" off a scheduled flight leaving any country within the European Union then you are as a matter of law entitled to EU Denied Boarding Compensation. This is a statutory form of compensation paid by the airline which bumps you off your flight. They cannot fob you off with vouchers and the level of compensation depends on (a) how quickly you are re-booked onto an alternative flight (b) how long the delay is and (c) how far the flight is.

Most scheduled airlines will not tell you about Denied Boarding Compensation but they will try and fob you off with a few vouchers - **DO NOT ACCEPT VOUCHERS - YOU ARE ENTITLED TO CASH AS A MATTER OF LAW.**

PLEASE CROSS-REFERENCE THIS WITH PARAGRAPHS ON DELAYED AND CANCELLED FLIGHTS AS NEW LEGISLATION 17TH FEBRUARY 2005 HAS COME INTO FORCE.

OVERBOOKED HOLIDAY

- Q.** Help - my travel agent has contacted me to tell me that my chosen holiday has been overbooked and they have offered me an alternative. Do I have to accept it?
- A.** No you do not. The Package Tour & Travel Regulations give you rights under regulations 12 and 13 which are set out below:

Regulation 12 states that in every contract there are implied terms to the effect that:

- (a) where the organiser is constrained before departure to alter significantly an essential term of the contract he will notify the consumer as quickly as possible in order to enable him to take appropriate decisions and in particular to withdraw from the contract without penalty, or to accept a rider to the contract specifying the alteration and their impact on price
- (b) the consumer will inform the organiser or retailer of his decision as soon as possible.

Regulation 13 states that:

- (i) the terms set out in paragraphs (a) and (b) below are implied in every contract and apply where the consumer withdraws from the contract pursuant to the term in it implied by virtue of regulation 12(a) or where the organiser, for any reason other than the fault of the consumer, cancels the package before the agreed date of departure.
- (ii) The consumer is entitled to:
 - (a) take a substitute package of equivalent or superior quality if the other party to the contract is able to offer such a substitute; or
 - (b) to take a substitute package of a lower quality if the other party to the contract is able to offer him one and to recover from the organiser the difference in price between the price of the package purchased and that of the substitute package; or
 - (c) to have repaid to him as soon as possible all the monies paid by him under the contract.
- (iii) The consumer is entitled, if appropriate, to be COMPENSATED by the organiser for the non-performance of the contract EXCEPT WHERE:
 - (a) the package is cancelled because the number of persons who agreed to take it less than the minimum number required and the consumer is informed of the cancellation, in writing, within the period indicated in the description of the package; or
 - (b) the package is cancelled by reason of unusual or unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, the consequences of which could not have been avoided even if all due care had been exercised.
- (iv) overbooking shall not be regarded as a circumstance falling within the provisions of sub-paragraph (b) of paragraph (iii) above.

REMEMBER - You do not have to accept any alternative holiday if you do not want the holiday and you can claim a full refund of your holiday costs and in addition any losses you have incurred. You may also be able to claim some compensation in certain circumstances in addition to a full refund.

SPECIAL REQUESTS

You should be aware that special requests do not form part of the contract. So for example if you have booked a low floor with a sea view and this does not appear on the Confirmation Invoice as part of the contractual term - in other words the supplement for a low floor and sea view is shown as an additional charge - then it is not part of the contract, it is a request as opposed to a contractual term and a special request is merely requesting the accommodation owner that if he has a low floor and sea view accommodation available you would like it.

You should always be aware of the difference between a special request and part of the contractual terms of the booking.

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PART 2

I'VE ARRIVED AT THE AIRPORT AND I HAVE BEEN TOLD I AM OVERBOOKED AND I CAN'T STAY IN MY HOTEL AND WHAT THEY HAVE OFFERED ME I DO NOT LIKE - WHAT CAN I DO?

You have two options - you can stay in the resort and check into a hotel of your choosing which you in all probability will have to pay for, and then when you return to the United Kingdom you will have a battle to try and claim back the cost of the accommodation. You should therefore keep all receipts and you should make sure that you make immediate contact with the tour operator's representative and complete a Customer Complaint Form and make sure that the representative is aware that you are unhappy with the accommodation offered and that you have made your own arrangements and that you will be pursuing a claim upon your return.

The other option is to demand that the tour operator returns you to the United Kingdom immediately and you pursue a claim for a full refund of your holiday costs and the inconvenience when you get home.

If you have viewed the alternative accommodation and you think that you can make the best of it, what you must do is compare that accommodation with what you actually booked and paid for, note any price difference if it is of a lower standard and note down exactly what was not provided which would have been provided in your original hotel and then when you return to the United Kingdom write to the tour operator and complain. You should also complete a Customer Complaint Form and complain.

You should also complete a Customer Complaint Form when you are in resort and make your complaints known in writing to the tour operator's representative. This will help you when you return and you are making a formal complaint.

HELP - I'M ON HOLIDAY AND I HAVE A PROBLEM - MY HOTEL IS DREADFUL - WHAT CAN I DO?

- (a) Immediately complain to the tour operators representative. Obtain a Customer Complaint Form and fill it in.
- (b) The representative won't give me a Customer Complaint Form – what can I do? Write out your complaint on a blank piece of paper and get someone else to witness the time and the date and fax it back to the tour operators head office stating that you cannot obtain any co-operation from your representative and they have refused to give you a Customer Complaint Form
- (c) Do not wait until the last day of your holiday and then complain as you will not have fulfilled the requirements of the booking conditions. You have to give the tour operator an opportunity to put right your complaints.
- (d) If you are fortunate in obtaining a customer complaints form then you must list everything on that complaint form that you are complaining about. It is no good complaining about your plumbing and cockroaches in your room but forgetting the bad food, lack of entertainment, the view of the building site, etc. as the tour operator will tell you on your return home that you did not complain about these other matters and therefore they were not brought to the tour operator's attention and they could not assist you.
- (e) Immediately request a change of hotel and do not be fobbed off by the tour operator telling you that in the middle of November it is the height of the season and there is no other accommodation on the island. What this usually means is that either the tour operator's representative cannot be bothered to find you any alternative accommodation or the tour operator does not have a contract with any other hotel.

REMEMBER you have rights under the Package Tour & Travel Regulations and Regulation 15 is there to protect you - it is set out below:

Regulation 15 – Unsatisfactory Holiday Arrangements

Regulation 15 of the Package Tour & Travel Regulations imposes a strict fault-based liability upon the tour operator for the proper performance of the obligations under the contract by their third party suppliers. In other words the tour operator is responsible to you for everything that was wrong with your holiday which can include accommodation, cleanliness, infestation of insects, food, health, hygiene, plumbing, swimming pool, all-inclusive services if appropriate, representatives services, transfers and pre-booked excursions.

What the tour operator must do is to compensate you the consumer for the problems you experienced and then the tour operator may under a separate claim recover what he has to pay you in compensation from his third party supplier, namely the accommodation owners.

- 15.1 The other party to the contract is liable to the consumer for the proper performance of the obligations under the contract irrespective of whether such obligations are to be performed by that other party or by other suppliers of services but this shall not affect any remedy or right of action which that other party may have against those other suppliers of services.
- 15.2 The other party to the contract is liable to the consumer for any damage caused to him by the failure to perform the contract or the improper performance of the contract unless the failure or the improper performance is due neither to any fault of that other party nor to that of another supplier of services because (a) the failures which occur in the performance of the contract are attributable to the consumer (b) the failures are attributable to a third party unconnected with the provisions of services contracted for and are unforeseeable or unavoidable or (c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, the consequences of which could not have been avoided even if all due care had been exercised or (ii) an event which the other party to the contract or the supplier of services even with all due care could not foresee or forestall.
- 15.3 “in the case of damage arising from the non-performance or the improper performance of the services involved in the package the contract may provide for compensation to be limited in accordance with the International Conventions which govern such services. “

ALTERNATIVE ACCOMMODATION

Q. The tour operator wants me to pay for being moved.

REMEMBER you have rights under the Package Tour & Travel Regulations and Regulation 14 will help you:

Regulation 14 - Alternative Arrangements

Regulation 14 clearly states that where it becomes apparent that after departure a significant proportion of services contracted for is not provided or the organiser becomes aware that he will be unable to procure a significant proportion of the services to be provided, the organiser will make suitable alternative arrangements, at no extra cost to the consumer, for the continuation of the package and will, where appropriate, compensate the consumer

- 14.1 The terms set out in paragraph 2 & 3 below are implied in every contract and apply where after departure a significant proportion of the services contracted for is not provided or the organiser becomes aware that he will be unable to procure a significant proportion of services to be provided.
- 14.2 The organiser will make suitable alternative arrangements at no extra cost to the consumer for the continuation of the package and will, where appropriate, compensate the consumer for the difference between the services to be supplied under the contract and those supplied.

If it is impossible to make arrangements as described in paragraph 2 or these are not accepted by the consumer for good reasons, the organiser will, where appropriate, provide the consumer with equivalent transport back to the place of departure or to another place to which the consumer has agreed and will, where appropriate, compensate the consumer.

The tour operator may offer you alternative accommodation at a price. Remember, your rights in law under the Package Travel Regulations state that where a significant proportion of services are not provided after departure, then the tour operator must offer you alternative accommodation AT HIS EXPENSE, NOT YOURS. Further, if that accommodation is not available, then the tour operator should fly you back to your point of departure or to another mutually agreed point and compensate you. If the tour operator demands payment for changing your hotels, refuse to pay.

COLLECTING EVIDENCE

Videos and photographs can be very useful, but **BEWARE** tour operators will use your photographs and video to their advantage. The secret of a successful claim when relying on photographs and video evidence is to make sure that you only take photographs and video of the matters complained of. Do not under any circumstances take photographs of happy family groups or friends in a restaurant or bar or anything that shows that you are having a good time. The Court rules make it compulsory for holidaymakers to disclose all their film and video evidence and therefore if you have taken 6 photographs of bad accommodation and food and the remaining photographs on the reel of film show the children having a good time in the swimming pool or happy faces taken in the bar on the last night, the tour operator's solicitors will, in Court, state that you did have a good time because here is the evidence to show you were having a good time. This can devalue your claim. You should therefore leave the rest of the film blank until you get home and then take pictures of your garden, the dog, the grandchildren, etc. This will thwart the opposition and they will not be able to bring any evidence to the Court that can show that you had a good holiday. The same applies to video evidence.

Do take names and addresses of other people that are also complaining. However, be very careful that you do not upset other holidaymakers who may be enjoying themselves, otherwise this can lead to a situation whereby those other holidaymakers complain to the tour operator that you were the cause of their holiday being spoiled and you may be branded as a troublemaker which may detract from your claim. Be discreet and only contact other holidaymakers who are of the same opinion as yourselves. Tour operators will often produce so-called happy holidaymakers who are staying at the same hotel as yourselves and this provides the tour operator with a very strong defence. Do not alert the hotel management or the tour operator to the fact that you are getting together with other holidaymakers.

Collect real evidence, for example a leaflet in your hotel room advertising a gala evening with special food and entertainment can be very useful if no such gala evening materialises. This is real evidence. If you are complaining of building work and you were not told in advance about the building work by your tour operator, check with other holidaymakers travelling with other companies to see whether they

were notified beforehand. If they were, then try and obtain a copy of their letter of notification as this will strengthen your own case when you get home.

ILLNESS/INJURY

If you are ill on holiday and you believe it was a particular foodstuff or water that caused your illness, you must try and get a sample of the food/water analysed whilst you are on holiday. Do contact a local Doctor and make sure that the local Doctor takes samples of food, water, urine, etc. One of the biggest problems that lawyers face with claims of food poisoning is that there is no firm evidence as to the cause of the illness.

Keep a diary of events with times, dates and places and keep all your receipts for any additional expenditure, you may need these if you are trying to claim back money that you have spent in resort for meals, transport, etc. For example, if the food was so bad in your hotel you were forced to eat out in local restaurants and had to take a taxi to the restaurant because it was too far away, then you will need evidence to show that you spent the money.

If you receive no help whatsoever from your tour operator's representative and the situation is becoming intolerable, write down your complaints in a letter form and fax them back to the head office in the UK. This will at least show that you have made every effort to mitigate your loss.

DO NOT ACCEPT any compensation or cash in resort and DO NOT SIGN ANYTHING.

A MEMBER OF MY FAMILY HAS HAD A TERRIBLE ACCIDENT/ILLNESS - WHAT SHOULD I DO? THEY HAVE HAD TO BE ADMITTED TO HOSPITAL

FIRST AND FOREMOST - Contact the emergency number on your insurance policy and make sure that any treatment is authorised. DO NOT agree to sign anything in the hospital without your insurance company has authorised it otherwise you may find that you have agreed to pay a huge medical bill and if your insurance company disagrees you will be liable and this can be VERY VERY EXPENSIVE, especially in the United States. The golden rule is ALWAYS SEEK AUTHORISATION FOR ANY MEDICAL TREATMENT NECESSITATING A HOSPITAL STAY FIRST and in an emergency situation if it involves transportation by ambulance to hospital you make sure that you telephone the insurance company immediately you arrive at the hospital before any treatment takes place.

In the most extreme cases where death results through injury or illness, then your insurance company should arrange for the transportation of the deceased person back to the United Kingdom but PLEASE NOTE most insurance policies will only cover the return of the deceased person to the United Kingdom NOT the journey by road to the chapel of rest - that has to be paid for by whoever is arranging the funeral.

DO KEEP ALL RECEIPTS for any associated costs with visiting a sick person in hospital, e.g. if you have to stay longer than the duration of your holiday and this incurs additional hotel costs, it is essential that you keep receipts.

HOLIDAY CURTAILMENT

If you are forced to curtail your holiday because someone in the United Kingdom close to you has died or is seriously ill, DO NOT jump on an aeroplane and then think of making a claim against your insurance policy - YOU MUST GET AUTHORISATION FIRST before any curtailment of your holiday takes place - again you will lose your money if you do not have authorisation from your insurance company first.

BURGLARY

If you are burgled as a result of a criminal act whilst on holiday IT IS ABSOLUTELY ESSENTIAL THAT IT IS (A) REPORTED TO THE POLICE AND (B) A POLICE REPORT IS OBTAINED. In the case of passports being stolen you should contact the British Consulate or Embassy in the country where you are staying and they will assist you with a replacement passport.

PLEASE NOTE THAT IF YOU DO NOT HAVE A POLICE REPORT and you have had items stolen, your insurance company will NOT pay you.

ARREST AND DETENTION

If you are unfortunate enough to find yourself arrested whilst on holiday and taken to a prison cell, then you are entitled to receive a visit from the British Consul - you should insist upon seeing the British Consul and you should not make any statement until you have spoken to the British Consul and you have been advised of your rights and offered the services of a local lawyer.

Edmunds & Co

PART 3

RETURN FROM HOLIDAY – HOW TO MAKE A CLAIM AGAINST A TOUR OPERATOR

I'VE HAD MY DISASTROUS HOLIDAY, I AM NOW AT HOME – WHAT DO I DO?

WRITE A LETTER

You must write to the tour operator within 28 days of your return. Send it by recorded delivery and keep a copy. They must acknowledge receipt of your letter within 14 days and then provide you with a detailed reply within 28 days.

If you have photographs or video - SEND COPIES ONLY in support of your claim - do NOT send originals and DO NOT send original Customer Complaint Forms as these get "lost."

In your letter of complaint, of which you should keep a photocopy, specify what was wrong on your holiday and ask for compensation, but DO NOT tell the tour operator how much you want as you might think your claim is worth £200 - £300 when in reality it may be worth £2,000 - £3,000. Remember, you are not an expert and you may be denying yourself real compensation.

If you do not receive a reply from the tour operator and the tour operator is a member of ABTA you can report the tour operator to ABTA. You should also seek expert legal advice.

SEEKING HELP

Beware of amateurs – there are many organisations who purport to give advice and assistance to travellers and holidaymakers. Some are very good and others are only interested in parting you from your cash. Always ask what the qualifications are of the person giving you advice. They should be qualified in law or tourism or both.

If you are not happy with the response you have received from the tour operator, consult a qualified solicitor and ask them the following questions:

- (a) What are the Package Travel Regulations?
- (b) What are the Warsaw Convention and the Athens Convention?
- (c) What is the Montreal Convention?
- (d) Do they have a successful track record in claims handling?
- (e) How many of their cases settle by negotiation and how many cases go to court?

If they are evasive and they cannot give you accurate advice then do not use them, go somewhere else.

TOUR OPERATORS REPLY

If you receive correspondence from your tour operator and they have posted you a cheque or vouchers UNDER NO CIRCUMSTANCES cash them otherwise you may have killed your claim dead.

- Q. How do I know the compensation that has been offered is fair and should I accept it?

- A. Before agreeing to accept any compensation **SEEK LEGAL ADVICE**. Ros Fernihough will offer any member of the public a **FREE LEGAL ASSESSMENT** of their claim.

GROUP ACTIONS

If you think that there are other people who may also want to make a claim and you have taken their names and addresses, contact them and tell them what you have done and who you have consulted with. Sometimes it is to your advantage to form a group and for a solicitor to represent all of that group. There are advantages and disadvantages of group claims.

The advantages are:

- (i) strength in numbers
- (ii) sharing of evidence
- (iii) mutual support

The disadvantages are:

- (i) group actions can be expensive
- (ii) they take much longer to settle
- (iii) members of the group can fall out with each other

Your solicitor will advise you as to whether you have a valid claim, the likely costs involved, whether it is to your advantage to deal with your claim as an individual family or whether you should join up with other holidaymakers and pursue your claim as part of a group. Remember each situation is different and what is good for one claim may not be good for another claim.

Your solicitor should be fully conversant and competent to deal with claims under the Package Travel Regulations, the Warsaw Convention, the Athens Convention and should be aware of the Montreal Convention which once ratified will supersede the Warsaw Convention.

We are the experts, we are solicitors who are professionally qualified and we have a solicitor Mrs Ros Fernihough who deals with all types of holiday complaints and enquiries.

Ah yes, but how much is this going to cost?

We offer a free assessment of every enquiry and claim – no obligation – and all you have to do is to contact us on 0845 2262332 or 01922 621114 and you will be advised what to send us and we will give you a **FREE WRITTEN** assessment of your claim without any obligation.

Yes, but that's all very well, but if I have a claim and decide to use your firm, how much will it cost me?

In the vast majority of cases we are able to offer a “no win – no fee” agreement. That means that if we do not recover any compensation for you, you do not pay us a fee. Therefore you are never in a situation where your legal costs exceed your compensation.

If your claim is such that we are unable to offer you a “no win – no fee” agreement we offer a fixed fee and our fees range from as little as £50 plus VAT.

I live a long way away and don't wish to travel to see you – does that matter?

We have clients all over the United Kingdom and many clients in Europe. It is not necessary to see clients as all work can be successfully completed by letter, fax, e-mail and telephone. It is only necessary to see clients on the actual day of the court hearing.

If my case goes to court, which court will it be in?

We will travel to you to your nearest county court that is convenient for you. We do not expect you to travel to the nearest court to us.

How do I know that Ros Fernihough is competent to deal with my claim?

Ros Fernihough has specialised in travel law claims since dealing with her own claim following a disastrous holiday in the Dominican Republic in 1993. She does not deal with any other area of law. She is well-known by all the major tour operators and airlines, has appeared on all major television consumer programmes, gives regular advice to consumers on radio programmes, has written articles for many newspapers and journals and has an extremely good record of successfully negotiating claims.

For more details see under Ros Fernihough's profile.

What sort of advice do you give?

See our Web Page – Take your Lawyer on Holiday (Advice to Travellers) for the following:

1. Booking a holiday
2. Dealing with problems in resort
3. Dealing with your problem when you return

HOME & PETS

Are you worried about leaving your home empty whilst on holiday? Or if you have any pets who do not take kindly to being put into a kennel or cattery, etc. then perhaps the following companies might be of interest to you:

	<u>Telephone No.</u>	<u>Website:</u>
Absentia	01279 777412	www.home-and-pets.co.uk
Universal Aunts	0207 738 8937	www.universalaunts.co.uk
Animal Aunts	01730 821529	www.animalaunts.co.uk
Home & Pet Care Limited	016974 78515	
www.homeandpetcare.co.uk		

HOW TO CONTACT **ROS FERNIHOUGH**

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Malvern House, 62 Bradford Street, Walsall, West Midlands, WS1 3QD

0845 2262332

For more details see under Ros Fernihough's Profile
Website: www.Edmunds-Co.com