

Our agreement with you

We are Travel Department, Company Number 05948197, having its office address at 78 York Street, London W1H 1DP and our agreement with you sets out what you are legally entitled to expect from us when you buy a Package Holiday from us and will not apply to any course of dealings between us other than the Package Holiday booked. The Package Holiday as advertised by us will also have restrictions set out in our General Information (www.traveldepartment.co.uk) which should also be read carefully. Because we sell a wide variety of Package Holidays you should read our terms and conditions carefully, before you book, to see how they affect your specific travel arrangements made by us. These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements. In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Travel Department. The contractual terms of our agreement apply between you and us because you have chosen a Package Holiday with us which is a 'package' within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992 and will enjoy the benefits conferred by it.

NB: We shall send our confirmation invoice and any applicable amendment or cancellation invoice to you by email (or by post, by prior agreement). Additionally, if you contact us by email (for example with a query relating to your booking) regardless of how the booking was made, you authorise us to reply using the email address you have used to contact us. You must accordingly check your e-mails on a regular basis. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail as set out above. References in these Booking Conditions to "send" include e-mail and post, as appropriate. If you have booked through a travel agent all correspondence with us must be carried out via your travel agent.

1. Making your booking

The party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us (see Clause 2 below). The party leader must be at least 18 when the booking is made. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. If you wish to, you may contact us by telephone or e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

2. Payment

In order to confirm your chosen holiday, a deposit of £100 per person (or £200 per person for long haul holidays) must be made at the time of booking (or full payment if booking within 10 weeks of departure) together with the full cost of any "extras". Please note "extras" means any items not

expressly specified as being included in the basic holiday cost e.g. airport parking and event tickets - please also see Clause 6. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking - please see Clause 5. The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Clause 7 depending on the date we reasonably treat your booking as cancelled. If booking one of our holidays through a travel agent, all monies paid to that agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not, in the unlikely event, fail financially. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply). Changes to these Booking Conditions or the General Information shown on our website will only be valid if agreed by us.

4. The cost of your holiday

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen holiday has been confirmed at the time of booking, we will not add any additional cost to your holiday, unless you choose to add any optional extras (such as upgraded room type or additional baggage). Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

5. Insurance

It is a condition of your booking with us that you and all other members of your party, including infants and children, are adequately insured on holiday. Details of the policy we offer are shown on our website. It is your responsibility to check that the insurance you purchase provides you with adequate cover to meet your needs. All claims made against the insurance policy must be made directly to the insurer. You shall be responsible for making any special or increased insurance arrangements which you may deem necessary. Please read your policy details carefully and take them with you on holiday.

6. Changes

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as

soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £35 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. No changes can be made unless outside 10 weeks of the original departure date.

When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost isn't a cancellation charge, and it isn't normally covered by insurance.

You may transfer your booking to another person, provided that it is not within 21 days of departure and the following conditions are met:

- You authorise the change in writing
- The new lead passenger accepts the transfer and the terms of Our Agreement
- That person complies with the terms of the existing booking
- That person has valid holiday insurance – you cannot transfer your holiday insurance to the new lead passenger.

An amendment fee of £35 per person will apply in addition to any other costs incurred as a result of the amendment; these will be added to the new invoice. The new lead passenger and you, should they fail to pay, will be responsible for the payment of any balance due on that new invoice. Any requests to change names on the booking within 14 days of departure will be treated as cancellations and the appropriate cancellation charges set out in Clause 7 will apply. Note: Certain travel arrangements (e.g. non-refundable air tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

7. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums, amendment charges and any paid or owed "extras". Insurance premiums, amendment charges and paid or owed "extras" are not refundable in the event of the person(s) to whom they apply cancelling

Period before departure within which written notification of cancellation is received by us:	Cancellation charge per person cancelling:
More than 10 weeks	Loss of deposit
10 - 6 weeks	30% or loss of deposit (whichever is the greater amount)
6 - 4 weeks	45%

4 - 2 weeks	60%
2 weeks - 72 hours	80%
72 hours or less	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

8. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors on our website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.
- (c) cancelling or accepting the cancellation, in which case you will receive a full and quick refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancel, we will as a minimum where compensation is due pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you, subject to the exceptions set out below the table:

Period before departure a significant change or cancellation is notified to you:	Compensation per person:
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Within 8 weeks	£10.00
Within 6 weeks	£20.00
Within 4 weeks	£25.00
Within 2 weeks	£30.00

Exceptions:

A. Compensation is not payable and no liability beyond offering the above mentioned choices can be accepted where

- (i) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or
- (ii) where we have to cancel because the minimum number of persons required to operate your holiday has not been reached. We reserve the right to cancel for this reason at any time up to 10 weeks prior to the departure date.

B. No compensation will be payable and the above options will not be available

- (i) if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or;
- (ii) if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Very rarely, we may be forced by “force majeure” (see Clause 9) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

NB: If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline’s obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should refer to <http://www.caa.co.uk/passengers>.

9. Force majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 10 below) as a result of “force majeure”. In these Booking

Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, mechanical failure (for example of aircraft), natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Occasionally, river cruising can be affected by changes in the water level or other climate-related events. These changes may occur during the sailing, or shortly before departure, which means we may not be able to advise of them in advance. In the event of any change, the cruise operator will attempt to keep to the original itinerary in as far as it is possible. In some instances, overnights on the ship may be replaced by hotel stays. Re-embarkation on another vessel may be necessary. Journeys may be shortened. Some transfers may take place by coach or rail. Such changes will not entitle the consumer to any credit or refund. A river cruise will only be cancelled outright in the event of safety concerns, which are extremely rare.

10. Our liability to you

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements (excluding insurance premiums and amendment fees). Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies who provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

(c) You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (78 York Street, London W1H 1DP. Tel: 020 7099 9665). Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted.

(d) Prompt assistance at destination. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

11. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s)

in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

12. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

We further reserve the right to decline any future booking, where the behaviour or conduct of a client during the course of a holiday results in danger, upset or distress to others.

13. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see Clause 10b). Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

14. Special requests and medical problems

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you or any member of your party has any medical conditions or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel the booking when we become aware of these details.

15. Excursions, activities and advertised information

The information contained on our website is correct to the best of our knowledge. We may provide you with information (and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, nor supervised, nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 10 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

16. Passports, visas and health requirements

British Citizens require a full 10 year British Passport for the holidays we offer. Please refer to the General Information sheet and the Notes section for each of our holidays on our website for the visa requirements (if any) applicable to your holiday. Each country has different requirements with regard to the period for which your passport must be valid following your arrival into, or departure from, that country. As a rule of thumb, your passport should be valid for at least 6 months beyond your intended date of departure from the country to which you are travelling. If your passport expires earlier, it may still be valid for travel to some countries, but you should contact your local passport office, or the consulate or embassy of the country to be visited, for advice. If you do not hold a British Citizen's passport, check with the consulate or embassy of the country to be visited for further information. A full British passport presently takes approximately 4 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 8 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this.

Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure. NB this card has replaced the E111, which is no longer valid. It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

17. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9373.) This means the air holidays we advertise are ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

18. Prices accuracy of advertised holiday

Please note, the information and prices advertised by us may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of our website and advertisements and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

19. Flight delays or denied boarding

In cases of flight delays and cancellations, passengers are entitled to receive assistance including the provision of refreshments, meals, and accommodation where appropriate from their airline and passengers should seek details of their entitlements from their airline in the event of a flight delay or flight cancellation occurring. We do not accept any liability for any costs incurred in such circumstances.

Pursuant to Flight Delay Compensation Regulation (EC) No 261/2004, airline passengers are granted rights including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights will be publicised at EU airports. You should note that reimbursement of a flight that forms part of your holiday is the responsibility of your airline and will not automatically entitle you to a reimbursement of the cost of your holiday from us.

20. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

21. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm. In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately 10 days before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Changes and cancellation by us) will apply.

22. Data Protection

20. Data protection

So that we can process your booking and to meet our legal obligations to fulfil our contract with you, we require that you provide personal data relating to all persons travelling on the booking, including children (data subjects). We are committed to protecting your privacy and information and agree to process your personal information in accordance with our Privacy Notice, which is available online at <https://www.traveldepartment.co.uk/about-us/privacy-policy/> or can be emailed to you on request info@traveldepartment.ie, the Data Protection Acts 1988 – 2003 and the GDPR serve as the basis of how we protect your personal data.

Personal data means any data relating to the data subject, such as name, address, date of birth, bank or credit card details, passport details. Sensitive data includes racial or ethnic origin and religious beliefs, biometric data for the purpose of uniquely identifying you, data concerning health, including any special needs/dietary requirements. We require the written consent of every person travelling on your booking to process any sensitive data. Where there is a child in your booking then we require the written consent of the lawful parent or guardian of the child.

Information that you provide us will be held on Travel Department's systems for use by us for the following purposes:-

(i) Booking Information

(ii) Information about you (and your travelling party) may be passed to holiday providers and suppliers;

(iii) If you apply for insurance, then we may process information (including medical information) about you (or your travelling party) and pass it to the insurers;

(iv) Information supplied by you may be processed by us for Statistical Analysis and or Market Research and may in certain instances be disclosed to our agents for the purpose of fraud prevention and or debt collection;

(v) To contact you via e-mail, letter or phone with details of Travel Department's or selected suppliers' products and services including financial services, which may be of interest to you, provided you have opted in to receive these communications.

We take full responsibility for ensuring that proper security measures are in place to protect your personal data, including security measures of any company or person processing your personal data on our behalf. Where we disclose your personal data to a third party overseas recipient (including recipients located outside of the EEA), the recipient may be located in a country with laws that do not protect personal information as stringently as those of Ireland or any EEA. We will only transfer your personal data to a third party or an international organisation only if the third party or international organisation processing your personal data has provided appropriate safeguards, and on condition that your rights and the legal remedies in respect of your data are in place.

We will retain your personal data in our archived system for up to 7 years from the last use of such personal data to allow us to comply with legal obligations relating to bookings and for the additional purpose of defending any legal action brought against us in relation to your contract with us. We will only keep your personal data for as long as it is necessary or is required by law.

A copy of your personal information held by Travel Department can be provided on request. You have the right to have any inaccurate personal information rectified or erased, subject to any legal basis on which we may object. Please note that airlines are required by new laws introduced in the United States and other countries to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.