



Principal Booking Conditions

These Booking Conditions, together with our Privacy Policy and where you make a booking via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **The Travel Bar**. Please read them carefully as they set out our respective rights and obligations and you must agree to be bound by them in order to book any of our services. If you have any questions about the booking conditions, please contact us for clarification prior to booking. In these Booking Conditions references to "you" and "your" include the first named (the 'Lead Name') person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking and is authorised to use the credit or debit card that is used to pay for the booking;
- e. has provided information that is true and accurate;
- f. will only make legitimate reservations. False and/or fraudulent reservations are strictly prohibited.

References to "Travel Arrangement(s)" in these booking conditions are to the accommodation, flight, transport, cruises, experiences, activities, car hire and other services we offer for sale. References to "Supplier" means the supplier of the Travel Arrangements including but not limited to accommodation providers, cruise lines, transfer providers, experience and activity providers and car hire companies. References to "Principal Supplier" or "Principal" means the Supplier with whom your contract is with.

Please print a copy of these Booking Conditions for future reference.

Please understand that if you refuse to accept these Booking Conditions, you will not be able to make any bookings with us for any services we offer for sale.

About Us

THE TRAVEL BAR, company number [SC 255130], with its registered office address at [2 ALLAN STREET, BLAIRGOWRIE PH10 6AD] ("**we**", "**us**" or "**our**"), operates the website with the URL [www.thetravelbar.co.uk] ("the Website").

Please Note: We act in the following capacities for which these Booking Conditions apply: as a Package Organiser/Principal in the sale of Package Holidays in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 ('PTRs') and as a Principal in the sale of flights. You will be advised at the time of booking which one of these scenarios applies to your booking and it will also be confirmed on your booking confirmation. For the avoidance of doubt, we do not sell Linked Travel Arrangements (as defined under the PTRs). Our obligations to you will vary depending upon what you book with us, and we have tried to set them out below as clearly as possible:

- (A) Section A contains the conditions which will apply where we are acting as Principal to your Package or single element Travel Arrangement (flight only) booking. Either Section B OR C will also apply depending on what you have booked.
- (B) Section B contains the conditions in addition to Section A which will apply when you make a booking for a Package with us where we act as the Package Organiser and Principal.
- (C) Section C contains the conditions in addition to Section A which will apply where you make a booking for a single element Travel Arrangement (flight only) with us where we act as Principal.

Please note: Agency bookings have separate Booking Conditions. These Booking Conditions do not apply to any bookings made where we act as agent.

SECTION A – APPLICABLE TO ALL PRINCIPAL BOOKINGS

This section applies to all Principal Package or single element Travel Arrangement (flight only) bookings together with either Section B OR Section C.

1 Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit or full payment (as applicable); and c) we issue you with a booking confirmation. If your confirmed arrangements include a flight, we (or our agent) will also issue you with an ATOL Certificate. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us, as Principal to your Package or Travel Arrangement as soon as we have issued you with your booking confirmation.

Upon receipt, if you believe that any details on the confirmation, ATOL certificate (or any other document) are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). If we do not receive any balance due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 10 below will become payable.

All monies you pay to an authorised travel agent of ours are held by him on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent or subsequently accepted from you by 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.

2 Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. In this case, the revised information or prices will be considered to form part of our contract with you as if they had originally been published in our brochure or on our website. We will not be liable for booking errors which are attributable to you or which are caused by Unavoidable and Extraordinary Circumstances as defined in clause 13. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. Where the Package or Travel Arrangement has been incorrectly priced and the booking has already been confirmed, we reserve the right to cancel the booking and refund all monies paid to you.

3 Price and Payments

We reserve the right to alter the prices of any of the Packages or Travel Arrangements shown. You will be advised of the current price of anything that you wish to book before your contract is confirmed. All prices include any applicable VAT.

When you make your booking you must pay a minimum non-refundable deposit, the amount of which will be advised to you at the time of booking. For some bookings including but not limited to late bookings and some flight bookings (whether they are flight only bookings or flights included as part of a Package) we reserve the right to charge you the full cost of the booking (or the relevant part) at the time of your booking. We will quote you the cost of these arrangements before we confirm your holiday. If we advise you prior to booking that your flights are 'non-refundable' then no refund will be due to you for your flights if you later cancel unless we can obtain a refund for you from the airline.

Unless you are otherwise advised by us, the balance of the price of your Package or Travel Arrangements must be paid at least 90 days before your departure date and the date will be advised on your booking confirmation. If the balance is not paid in time we reserve the right to cancel your Package or Travel Arrangements and retain your deposit. Please see clause 10 for cancellation terms.

Please note: Resort fees including, car parking and refundable deposits are now commonly charged by hotels/resorts, which can only be paid locally and not at the point of booking. We will do our best to

inform you of such fees but accept no responsibility for the payment of fees. If you are unclear as to whether resort fees will be payable please ask and we will do our best to advise you.

4 Insurance

Adequate travel insurance is a condition of booking with us. You are not permitted to travel with us without having adequate travel insurance in place.

Your policy should include cover for (i) cancellation or curtailment of your Package or Travel Arrangement as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, and (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.) Any travel insurance you purchase must include specific cover for Covid-19 related issues and incidents which may affect your Package or Travel Arrangement and, if necessary, travelling to a destination subject to a FCDO advisory against travel.

It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on holiday. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

5 Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing to [sales@thetravelbar.co.uk]. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your booking confirmation or any other documentation or that it has been passed on to the Supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

6 Disabilities and Medical Problems

If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

7 Passport, Visa and Immigration Requirements and Health Formalities

We will try and assist you where we can in relation to any pre-travel advice on Passport, Visa and Immigration Requirements and Health Formalities (including but not limited to Covid-19), however, we cannot guarantee that any information we provide to you is accurate and up to date as this can change without notice. We refer you to the relevant government travel advice, passport, visa and health information for accuracy (please refer to section XX of the terms and conditions). It is our strong recommendation that you check this information before you travel which remains your responsibility at all times.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/abroad/passports>

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, <https://www.gov.uk/foreign-travel-advice>

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

You must check health requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the Covid-19 situation. You must also keep up to date with this information while you are away.

It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with Covid-19) in good time before departure. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Live-well/healthybody/before-you-travel Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. In certain situations and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival.

It is the responsibility of the Lead Name to ensure that all persons travelling 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 do not accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/Covid-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

8 Foreign Commonwealth and Development Office ('FCDO') Advice

You are responsible for making yourself aware of FCDO warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may sometimes constitute Unavoidable and Extraordinary Circumstances. (See clause 13).

9 Changes by you

If you wish to change any part of your confirmed arrangements, you must inform us in writing as soon as possible to sales@thetravelbar.co.uk. This should be done by the Lead Name on the booking. Whilst we will do our best to assist, we cannot guarantee that the Supplier will be able to meet your requested change as amendments can only be accepted in accordance with the terms and conditions of the Supplier. The Supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £75 per booking.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. We will advise you of the cost of any change before you confirm it.

10 If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us or your travel agent in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. You should email us at [sales@thetravelbar.co.uk/ 2 allan street, Blairgowrie, ph106ad]. We recommend that you use recorded delivery. The cancellation charges imposed on us by our suppliers are usually restrictive. Whilst our non-refundable deposits usually cover most of the costs we incur if you cancel, some of the arrangements we sell are non-refundable in the event of your cancellation. Once you inform us or your travel agent of your need to cancel they will advise you of any additional applicable cancellation charges. Cancellation charges can be as much as 100% of the total cost of the Package or Travel Arrangement, regardless of when you notify us of the cancellation and will normally increase closer to the date of departure. In addition you must pay us an administration fee of £75 per cancellation. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

In the case of scheduled flights these are non-refundable and are usually fully payable at the time of booking as advised on your booking confirmation. In some cases a deposit is payable and you will be advised of the balance payment date on your booking confirmation. Once the balance payment date has been surpassed you will be fully liable for the payment of the balance.

Cancelling Due to FCDO Advice & Covid 19

Where you choose to travel to a destination subject to Foreign Commonwealth and Development Office ('FCDO') advice against non-essential travel, you accept that once your booking has been confirmed, if you decide not to travel due to FCDO advice, you will have to pay any cancellation charges. You are not entitled to cancel and receive a full refund in these circumstances as it is assumed and you confirm that you have made your booking with full knowledge of FCDO advice against non-essential travel.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- (i) If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us immediately as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- (a) Postponing your Package or Travel Arrangement to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay up to 100% cancellation charges on some elements or all of your Package or Travel Arrangement, such as the flight, as well any increase in cost imposed by Suppliers);
- (b) If not everyone on the booking is affected, you may have the right to transfer your place on the holiday to another person nominated by you (for Packages only), subject always to compliance with the requirements within our Booking Conditions – see clause 25;
- (c) Cancelling your booking, in which case you will have to pay cancellation charges as at the date of cancellation by you.

If this happens whilst you are on your holiday, please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you – please check the policy wording.

- (ii) You fail any tests, checks, have not had any required vaccinations and within the required timeframes or have proof thereof or other measures imposed by a Supplier, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise unable to proceed with your holiday, or any part of the holiday, or you are required to self-isolate within the destination.
- (iii) You are required to isolate on your return home. Your travel insurance may cover some of these costs for you – please check the policy wording.

11 If We Make Changes

It is unlikely that we will have to make any changes to your arrangements, but occasionally, we may have to do so and we reserve the right to at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date.

Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. See additional provisions and examples that apply to Packages at clause 26.

If we make a major change to your Package or Travel Arrangement, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative Travel Arrangements or Package of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your Package or Travel Arrangement and receiving a full refund of all monies paid. This doesn't apply for minor changes. Additional provisions may apply to Packages (see clause 26).

12 If We Cancel Your Holiday

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation, including any additional travel arrangements that you have made via another company.

Very rarely, we may be forced by Unavoidable and Extraordinary Circumstances (see clause 13 below) to change or terminate all or some of your arrangements. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

Where you have booked a Package, additional terms and conditions apply to your booking, please see clause 26

13 Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation or any additional costs and expenses if our contractual obligations to you are affected by any event which is beyond our or the Supplier(s) of the Package or Travel Arrangement(s) in question's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. These events include, but are not limited to whether actual or threatened, war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather, sea, ice and river conditions, epidemics and pandemics, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel and all similar events outside our or the Supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure but not in all situations.

We shall have no liability to you for any changes, cancellations, failure to perform, or delay in performance of, any of our obligations that are caused by Unavoidable and Extraordinary Circumstances. If such an event takes place and it affects the performance of our obligations to you we will contact you as soon as reasonably possible to notify you. If you have any concerns about a booking, please contact sales@thetravelbar.co.uk We regret we will be unable to issue any refunds, pay you compensation or meet any costs or expenses you incur as a result.

14 Covid 19

Please bear in mind that Covid-19 and the measures and other action being taken by governments, public authorities and businesses to manage its effects (including implementation of mandatory social distancing, face masks/coverings, hand sanitization and temperature checks) is likely to have an impact on Packages and Travel Arrangements for a considerable period of time. We and the Suppliers may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your Package or Travel Arrangement will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

15 ABTA

As a member of ABTA (membership number [P8306]), we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

16 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem with your Package or Travel Arrangement whilst you are away, please inform the relevant Supplier (e.g. your hotelier or airline) immediately who will endeavour to put things right. If your complaint is not resolved locally, and you wish to complain further, you must send formal written notice of your complaint to us at 2 ALLAN STREET, BLAIRGOWRIE PH106AD AND/OR SALES@THETRAVELBAR.CO.UK and within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable Supplier's ability to investigate your complaint, and may affect your rights under this contract.

17 Excursions

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

18 Conditions of Suppliers.

Many of the services which make up your Package or Travel Arrangement are provided by independent Suppliers. Those Suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude

the Supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the Supplier concerned.

19 Additional Assistance in Resort

If you're in difficulty whilst in resort and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

20 Your Behaviour

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any Supplier or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your Package or Travel Arrangement immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the Supplier concerned prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

21 Your Financial Protection

We provide full financial protection for our Package holidays and flights sold as Principal, by way of our Air Travel Organiser's Licence number 12093, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 022 1500, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive Package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

22 Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

23 Miscellaneous Information

ACCOMMODATION

Room Types: A "Double room" does not guarantee a double bed; a Double room means a room for 2 persons, furthermore, please note a room sold as "Twin Room" does not guarantee twin beds. A "Triple room" means a room for 3 persons. A "Quad room" means a room for 4 persons.

If you require either (1) Double bed in the room, or (2) single beds in a room, please REQUEST them at the time of booking.

Security Deposits: Many of the self catering / apartments & villas, require you to make a payment of a security deposit in cash in local currency or credit card upon arrival at your accommodation. These amounts may vary and will be collected upon your arrival.

Map/Distance Disclaimer: Please note that the information as to the distance from the city centre and the location of the hotel on the maps provided are for indicative purposes only. If a customer requires the hotel to be within a certain distance from the city centre or near a particular location, the customer should contact the hotel in question prior to booking.

Unavailability: Where we are unable to confirm the initial requested accommodation, we will call you to inform you of the details of alternative accommodation or lack of availability. At that time you will have the option to accept the alternative accommodation or get a refund of the total monies paid to us by you for your original booking.

Star Ratings: Star ratings are used to symbolise the overall quality, level of service, food standard and range of facilities available in any given hotel property. The criteria applied within each country will vary depending on the specific requirements established by the relevant issuing body and are provided to you for information purposes only. They are not a guarantee or warranty of any kind.

Hotel Facilities: Please read the description of the hotel for other hotel policies applicable to your stay. You must be at least 21 years of age to check in to Las Vegas hotels. Please note that the hotels booked by us for you are not exclusive to us. We are not responsible for any limitation in facilities because of other hotel guests or their activities. We do not take responsibility for hotel content (including images, facility listings, etc.) displayed on our website. Hotels may change facilities and property features without prior notice to us and it is the customers' responsibility to confirm facilities directly with the hotel at the time of travel.

Local Taxes: Please note that there may be taxes levied abroad which were not included in the hotel cost at the time of purchase that are payable in relation to your hotel booking e.g. local taxes, sales tax etc. Any local taxes will be payable by you directly to the hotel at the time of check in / checkout.

Descriptions & Photographs: All pictures and descriptions are displayed in good faith. However in certain circumstances beyond our control accommodation descriptions may be affected, such as sea views, which may be obscured by greenery, such as trees. We try to maintain up to date information on any changes and therefore all details printed should be regarded for general information only. Accommodation categories and star ratings shown on the website are provided by the accommodation, however standards can vary between accommodations of the same class in different countries, it is therefore important that the accommodation details are read in full.

Accommodation: All accommodation is reserved exclusively for use by the Lead Name plus the total number of passengers, whether adults or children, as shown on the booking confirmation / Accommodation Voucher. Unauthorised occupancy may result in the accommodation refusing occupation with immediate cancellation and loss of all monies paid. Most accommodation is sold on a twin/double room basis, however most properties have more twin rooms than doubles. If a double bed is requested please be aware that this may be two single beds pushed together. Additional beds for triple/quadruple rooms could either be a pull out sofa bed, foldable bed, rollaway beds, or bunk beds. Self-Catering properties usually do not offer a choice of bed type. Some properties impose a minimum number of nights per stay and bookings may incur a surcharge if less than the minimum period allowed.

Group Bookings: Parties of 10 persons or more are classed as a group booking and must not be split into multiple smaller bookings.

Check-in/Check Out: Times are normally around 15.00 – 16.00 on the day of arrival and between 10.00 am and 12.00 hours on the day of departure depending upon property type. It is your responsibility to check this with the relevant Supplier.

Delays: On occasions there may be delays or missed departures, due to the failure of transportation or other circumstances. We cannot be held liable if the accommodation is not available on arrival. It is your responsibility to notify the Supplier directly using the telephone number provided on the voucher. Refunds will not be given for any no shows.

Building Work: Due to continuous re-development throughout the world there is always going to be some building work going on somewhere. Provided that we are made aware by the Supplier that any such work is liable to interfere with the enjoyment of your Package or Travel Arrangement, then we will advise you accordingly. However please be aware that the accommodation has no liability to inform us of any building work in the surrounding area outside their property.

Over Bookings: In the very unlikely event that on arrival the Supplier cannot provide the accommodation booked, it is the responsibility of the Supplier to find an alternative property of a similar standard. We have taken every precaution to ensure that all properties are professionally managed so that any such occurrences are extremely rare. We accept no responsibility in respect of any costs, losses

or damages that may be incurred in connection with relocation of accommodation since such relocation is outside our control.

CAR HIRE

Minimum Age: All car suppliers have a minimum age to be able to rent without incurring any extra charges, this is normally 25 and above. Drivers between the ages of 21-24 will always incur an extra surcharge which is payable locally, is subject to tax and is non-refundable. These fees can range from 10.00 Euros a day in Europe and from US\$25.00 to US\$50.00 US in the United States. Once you have selected your car please read the car rental rules where you will be able to find the amount payable.

Maximum Age: There are very few locations which have an upper age limit. These can vary from the age of 60 upwards. If you are over the age of 60 it is your responsibility to check with the rental supplier for eligibility. If you fail to check and you are over the age limit you may not be given the car.

Rental Deposit: Rental agencies only accept credit cards for securing your deposit at the rental location. You must use a credit card and it must be the driver's credit card. We will not be liable for any compensation or otherwise if you do not have a credit card at the time of collecting your car and are refused rental by the supplier.

Driving Licence: A valid driving licence is required for all drivers in the relevant country. The licence must be valid at the time of rental and remain valid throughout the rental period. We will not be liable for any compensation or otherwise if you fail to show a valid driver's licence to the supplier and are refused rental.

British Licence Holders: You must take your photo id licence with you, and also get a code from the DVLA at <https://www.gov.uk/driving-abroad>. The code will be valid for 21 days and gives a hire firm one-off access to your online driving licence record if they need to see it. You can also print off your driving licence record to take with you. If your licence is written in Chinese, Russian or any 'picture' script then you will need to obtain an international driver's permit before you travel from your country of residence. This cannot be obtained in the United Kingdom. It remains your responsibility to carefully check what is required of you with the relevant Supplier and in the relevant country and to ensure you have the necessary documentation with you.

Excess Waiver: Although our rates are fully inclusive there is always an excess to pay. This means in the event of accident/damage or theft, the driver will be expected to pay the first part of the claim. This can vary depending on the car you hire and the destination you are travelling to.

Late Return of Your Vehicle: The rental rate is calculated based on the return time agreed when picking up the vehicle. If the vehicle is kept longer than originally planned, you may be liable for an overcharge.

Rental Agreement: The rental agreement is given to you to sign when you pick up your vehicle. This has all the information about your rental. It is your responsibility to check this document carefully before you sign it and keep a copy. We will not be liable in relation to any breach of this agreement.

Child Safety Seats: Children from their third birthday up to their 12th birthday or up to 135cm in height (whichever is attained sooner) must be restrained in a suitable seat in the rear of the vehicle. The law states that it is the responsibility of the driver of the vehicle to comply. Your car hire is supplied by third party agencies. These third party agencies will have additional cancellation policies that may be applicable and in addition your chosen car hire company will typically have its own cancellation policy. We will pass on any such policies or charges that the car hire company or third party agency has imposed in relation to cancellation to the customer PLUS a £35 ADMINISTRATION FEE.

Refunds inevitably take some time to process and you should allow 8-12 weeks for the payment to be received back and refunded to the original credit card

FLIGHTS

The carrier(s), flight timings and types of aircraft shown in our advertising material and detailed on your booking confirmation are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your booking confirmation or any further travel documents which are required for travel. You should check all of the communications which we send you carefully, immediately upon receipt to ensure you have the correct flight times and booking details. You should make sure you check your flight times 2 days before departure to make sure they have not changed.

Note the existence of a "Community list" (available for inspection at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>). Detailing air carriers that are subject to an operating ban within the EU community.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in

such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

Please note that in accordance with Air Navigation Orders, in order to qualify as an infant status, a child must be 2 years and under on the day of his/her return flight.

Airline regulations require women who are 28 weeks pregnant or more on the date of the return travel to have a doctor's certificate stating that they are fit to travel. All pregnant women should check the time limits for travel as most airlines do not accept passengers who are more than 34 weeks pregnant at the date of return travel.

Advanced Passenger Information.

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. It is your responsibility to submit Advanced Passenger Information prior to travel and failure to do so could result in additional fees being incurred at check-in or being refused boarding. Where we collect this data, we will treat it in accordance with our Privacy Policy.

SECTION B: PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions. Section C does not apply.

24 Packages

Your contract is with [**THE TRAVEL BAR** as "Package Organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs").

A "Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- a. transport (including but not limited to flights, trains and coaches and does not including minor transport services such as a guided tour or a transfer); or
- b. accommodation; or
- c. rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- d. any other tourist service not intrinsically part of one of the above travel services, provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

You will receive the rights and benefits under the PTRs.

It is our duty as the Package Organiser to ensure that you have been provided with all details set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/1> before the booking is made. If you have not been given sufficient information please let us know immediately.

You should also be provided with all the following information as set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/5> which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately.

More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

25 Transferring your Package

You can transfer your booking to another person, who satisfies all the conditions that apply to the booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying an administration fee of £35 per person, all

costs we incur in making the transfer and any balance payments still due. We will advise you of any costs before you proceed with the transfer. No refunds will be given for persons unable to travel or for unused services. The new traveller agrees to be bound by these Booking Conditions.

26 If We Change or Cancel your Package

Where you have booked a Package and we make a significant change to, or cancel the Travel Arrangements which form your Package, the provisions of this clause 26 will apply.

We can change your holiday price after you've booked, only in certain circumstances.

Surcharges

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your Package may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that plus an administration charge of £35.00 per booking. If this results in an increase equivalent to more than 8% of the price of your Package, you will have the option of accepting the changed price, accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your Package go down due to the cost changes mentioned above, then any refund due will be paid to you minus an administration charge of £35 per booking. Please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Changes to Services

If we make an insignificant or minor change to your Package, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes may include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of airline routing (including from non-stop to indirect flights), change of accommodation to another of the same or higher standard, changes of carriers or minor changes to services available at the accommodation. Please note that carriers such as airlines may be subject to change.

If we have to make a major or significant change or cancel, we will tell you as soon as possible. Examples of "**major changes**" include the following when made before departure; a change of accommodation area for the whole or a significant part of your time away, a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away, a change of outward departure time or overall length of your arrangements of twelve or more hours or a significant change to your itinerary, missing out one or more destination entirely.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the Travel Arrangements that make up your Package you will have the rights set out below.

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly but in any event within 7 days as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund:

1. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

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

Period before departure in which we notify you	Amount each full fare paying customer will receive from us
More than 56 days	£NIL
Between 56 - 43 days	£10
Between 42 - 29 days	£20
Between 28 - 15 days	£30
Between 17-0 days	£40

After departure, where we are unable to ensure your return as agreed because of Unavoidable and Extraordinary Circumstances defined in clause 13, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

Cancellations

We reserve the right in any circumstances to cancel your Package. For example, if the minimum number of clients required for a particular Package is not reached, we may have to cancel it. Where applicable, the minimum number required will be provided to you with the holiday description, along with the time limit for us to tell you if the Package has to be cancelled. However, we will not cancel your Package less than 90 days before your departure date, except for Unavoidable or Extraordinary Circumstances (clause 13), failure by you to pay the final balance or because the minimum number required for the Package to go ahead hasn't been reached.

If we are unable to provide the booked Package, you can either have a refund of all monies paid or accept an offer of an alternative Package of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your Package (unless for Unavoidable or Extraordinary Circumstances) we will pay you compensation as set out below.

Period before departure in which we notify you	Amount each full fare paying customer will receive from us
More than 56 days	£NIL
Between 56 - 43 days	£10
Between 42 - 29 days	£20
Between 28 - 15 days	£30
Between 17-0 days	£40

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Otherwise, the above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by Unavoidable and Extraordinary Circumstances to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the Package that you have booked with us after you have departed, we will make alternative arrangements for you where possible and, if appropriate in all the circumstances, will pay you reasonable compensation.

27. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the Travel Arrangements included in this Package. If any of the Travel Arrangements included in your Package are not performed in accordance with the contract, or are improperly performed, by us or the Suppliers, and this has affected the enjoyment of your Package, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the Package and is unforeseeable or unavoidable; or Unavoidable and Extraordinary Circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your Package. Our liability will also be limited in accordance with and/or in an identical manner to

a) The contractual terms of the Suppliers that provide the Travel Arrangements that make up your Package. These terms are incorporated into this booking; 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 and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

c) Loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

You can ask for copies of the travel service contractual terms, or the international conventions from [THE TRAVEL BAR]. You have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at UK and EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to Unavoidable and Extraordinary Circumstances (clause 13), we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

It is a condition of our acceptance of liability under this section that you notify any claim to ourselves and our Supplier(s) strictly in accordance with the complaints procedure set out in these Booking Conditions at clause 16.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any Suppliers of any parts of the Package for the complaint or claim in question.

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

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

We will not accept responsibility for services, facilities, excursions or activities which do not form part of the Package or where they are not advertised in our brochure.

SECTION C – SINGLE ELEMENT FLIGHT BOOKINGS

This section applies to single element Travel Arrangement (flight only) bookings where we are Principal. Please read this section in conjunction with Section A of these Booking Conditions. Section B does NOT apply.

28 Contract

Where your booking is for a flight only in some situations your contract will be with us as Principal but we will not act as a "Package Organiser" and you will not receive the rights and benefits under the PTRs as outlined in Section B of these booking conditions.

29 Pricing

Price increases may occur any time prior to departure and you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavor to provide details to you.

30 Our Liability to You

For flight only bookings, where we are Principal, we have a duty to select the Suppliers of your flight with reasonable skill and care. Except as stated otherwise in these Booking Conditions, we have no liability to you for the actual provision of the flight, except in cases where it is proved that we have breached our duty and damage to you has been caused. Therefore, providing we have selected the Supplier with reasonable care and skill, we will have no liability to you for anything that happens during the flight in question or any acts or omissions of the flight Supplier, its employees or agents.

We also have no liability in the following situations:

- i. where the flight cannot be provided as booked due to Unavoidable and Extraordinary Circumstances;
- ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- iii. where you incur any loss or damage that relates to any business activity.
- iv. where any loss or damage relates to any Travel Arrangement, activities or services which do not form part of our contract with you.

Where any refund is due to you from an airline we will assist you in trying to obtain any such refund and will pass any refunds on to you as soon as we receive them from the airline.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (iv) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (v) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.