

Terms and Conditions for Agency Bookings

Beverley Travel Limited, with its registered office address at Flemingate Centre, Beverley, East Yorkshire, HU17 0NQ (“we”, “us” or “our”), operates the website with the URL www.beverleytravel.co.uk (“the Website”).

Beverley Travel operates as a managed branch of Advantage Travel Centres Limited (“**Advantage**”) and is a member of the Advantage Managed Service Scheme, ABTA number P8169. Advantage is registered under number 04698963 and has its registered office at 15-21 Provost Street, London, N1 7NH

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agency booking services with **Beverley Travel**.

We, act as retail booking agents in respect of all bookings we take and/or make on your behalf except in relation to Package holidays organised by us or flights sold without any other service. Please see our separate terms and conditions for Package and flight-only sales.

For all such arrangements where we act as your retail agent, your contract for the supply of the service(s) in question will be the disclosed supplier of the service(s) in question. When making your booking, we will arrange for you to enter into a contract with that supplier. Your booking will be subject to these terms and conditions for our booking services, and any booking conditions of the disclosed supplier of your travel arrangements. You are advised to read all applicable conditions carefully prior to booking. Except where otherwise stated, we do not accept liability in relation to any contract you enter into or for any arrangements you purchase or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

For the avoidance of doubt, where we sell you a Package holiday that has been organised by another supplier, we will sell that holiday as retail agent for that supplier. Where that Package holiday includes a flight, the flight will be protected by the supplier’s ATOL and the ATOL Certificate will be issued by us on behalf of that supplier.

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.

Any money paid to us in respect of a booking including a flight purchased under our ATOL or a third party’s ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the supplier of your arrangements for so long as that supplier does not fail financially. If that supplier does fail financially, any money we hold at that time or subsequently accept from you is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the applicable supplier.

Booking & Payment

When you make a booking, you guarantee that you are over 18 and have the authority to accept, and do accept these conditions on your behalf and on behalf of all members of your party and, further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every party member for whom you are making a booking. When you use our website to make a booking, you will need to provide us with credit or debit card details in order to cover the full cost of your trip. You authorise us or an authorised third party to take full payment for the total amount of your purchase. Please note that you may be required to present a credit card at the time of check-in, rental or pick-up to provide confirmation of authorised card use or to secure any additional charges.

Where we are acting as booking agent, your booking is confirmed and a contract between you and the supplier will exist when we send you a confirmation invoice. Please check your confirmation invoice carefully and report any incorrect or incomplete information to us immediately. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date,

we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Upon receipt, if you believe that any details on the confirmation or any other or any other document are wrong you must advise us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

It is your responsibility to ensure that any information which is given to you by us or any of our employees or suppliers is passed on to all members of your party. Any information which we give to you shall be deemed as given to each and every party member for whom you are making or have made a booking. We can only liaise with the lead passenger on the booking.

We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

Pricing

The price of your flight may include taxes, fees and charges which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately on your ticket. You may also be required to pay taxes or fees or other charges not already collected, for example, it is not always possible to include all departure taxes on your ticket(s). In some cases departure taxes must be paid by you locally to the Government of the country you are departing from and are therefore non-refundable by us.

The price of each product or service is regularly reviewed and is subject to change. Promotional or discounted offers on this site are provided at our discretion.

Bookings made on the telephone may incur a supplementary charge to cover the additional resource costs involved. We reserve the right to record telephone calls for training and quality purposes.

Changes or cancellations by you

If you wish to change any part of your confirmed arrangements or cancel them, you must inform us in writing as soon as possible and we will liaise with any applicable supplier on your behalf. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that any supplier will be able to meet your requested change as amendments can only be accepted in accordance with their terms and conditions.

If your Supplier Changes or Cancels

We will inform you as soon as reasonably possible if any supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and any applicable supplier in relation to any alternative arrangements offered but we will have no further liability to you.

Accuracy

We endeavour to ensure that the details of all products, including prices, displayed on our websites are accurate. However, given the high volume of flights, hotels and other products offered it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for these errors.

You must ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

Passport, Visa & Health Requirements

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date and may require it to be under 10 years old when travelling. 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. For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <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. 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. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Pre-Travel Advice: The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check whether or not such information has been issued on the Internet under the address www.fco.gov.uk/knowbeforeyougo prior to travelling. Alternatively, you can contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p/minute). It is your responsibility to check any advice issued by the Foreign and Commonwealth Travel Advice Unit and we accept no responsibility for this.

Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact your tour guide or in the case of a tailor-made tour our local agent or our offices at **Beverley Travel** as soon as possible. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further. You must send formal written notice of your complaint to us at our office 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.

Travel Insurance

We strongly recommend that you do not travel without adequate Travel Insurance for your own protection and peace of mind, please be aware that some airlines may not allow you to travel without insurance. It is your responsibility to ensure that you purchase adequate travel insurance for your needs.

Proof of Purchase

You should ensure that you travel with your booking confirmations, e-tickets and any other travel documentation (including your passport) at all times. We will not be liable for any supplier not providing you with the booked product or service if you do not produce such documentation.

No Show

If you have a booking for any of our products or services, including flights, car hire, accommodation and packages, but you do not show up to check-in, collect the car or otherwise do not avail yourself of such product or service, you will not be entitled to any refund from us. Certain airlines may also cancel the return portion of your ticket if you fail to take the outbound journey. Please contact us if you fail to take the outbound journey but intend to use the inbound portion of a return ticket.

Your Behaviour

It is your responsibility to ensure that you and the members of your group do not behave in a way which is inappropriate or causes danger, distress, offence or damage to others or which risks damage to property belonging to others (including but not limited to drunkenness and air rage) whilst on your trip. If, in our reasonable opinion or that of our suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we and/or our suppliers (e.g. hotel managers, airline pilots) may take appropriate action in order to ensure the safety and comfort of our customers and their property and that of our suppliers, including terminating your trip, in which case our and our supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a

result of such termination. Further, you will be liable to reimburse us for any expenses we incur necessarily as a result of such termination.

Passenger Ages

When travelling on an arrangement including hotel accommodation, no person under the age of 18 years will be allowed to travel independently. The exception is for Las Vegas where visitors are required to be 21 years old if unaccompanied. The passenger's age relates to the whole of the period when they are away including the day of return. When travelling on a flight-only basis, passengers can travel alone if they are aged 14 years or over subject to airline approval, providing they can travel unassisted. Please note if they are aged 14 - 15, a parent or legal guardian must accompany them to check-in, and a valid photo-ID in addition to the country specific documentation must be presented. We strongly recommend that parents or guardians of unaccompanied young persons remain in the airport until the flight has departed. Airlines reserve the right not to accept unaccompanied minors less than 14 years of age for carriage. If an under 14 year old needs to travel unaccompanied, please contact us by email via our support request system to request assistance before making a booking.

INFANT FARES: Infants must be under 2 years old on the return date of travel. If your child celebrates his or her 2nd birthday while on holiday, you must book and pay the appropriate child fare. Charges for infants vary depending on the route and length of flight and will be advised in the booking process. Infants are not entitled to their own seat and must travel on an adult's lap. If you require a seat for your infant to sit separately you will need to purchase a child's ticket at the appropriate fare. Infants do not always receive a personal baggage allowance as this varies from carrier to carrier.

CHILD FARES: Children must be 2 - 11 years old on the return date of travel to qualify for any applicable child fare reduction. Children aged 12 years and older pay the full fare and have their own seat and also have a full baggage allowance.

BABIES: An infant must be more than 7 days old to travel on an aircraft, for health and safety reasons. Communications

The email address that you provide with your booking will be used for all future communication with you, including any changes and additional information on your flights and/or hotel bookings. It is therefore your responsibility to ensure that you check your email on a regular basis, and also notify us should your email address change.

For after sales service we can be contacted between the hours of 9.30am – 5.30pm, Monday to Friday and 9.30am-5.00pm Saturday and 10.00-16.00 Sunday on 01482 33 44 50.

Special Requests & Disabilities

Please advise us of any special requests and we will pass these on to the relevant supplier. However, we cannot guarantee your special request as we do not have any direct control over the manner in which the services are provided.

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. 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. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. 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.

Changes to Terms & Conditions

We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website and you are deemed to have accepted the relevant changes.

Additional Terms

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

Weather

We cannot be held responsible for any disruption to your trip due to bad or unusual weather conditions.

Our Responsibilities:

As agent, we accept no responsibility for the actual provision of your holiday arrangements or for any information about them that we pass on to you in good faith. Our responsibilities are limited to making the booking in accordance with your instructions.

We will not be responsible:-

(i) where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours, any supplier's or Advantage's control;

(ii) where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

Terms and Conditions for Package and Flight-Only Holidays

Beverley Travel Limited, with its registered office address at Flemingate Centre, Beverley, East Yorkshire, HU17 0NQ ("we", "us" or "our"), operates the website with the URL www.beverleytravel.co.uk ("the Website"). **Beverley Travel** sells flight-inclusive Packages under ATOL number **11854**.

In these conditions, a 'Package' exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-(a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Section B below details the terms and conditions that will apply to any booking of Package arrangements as well as any contract we enter into for flights without any other service.

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 **Beverley Travel Limited** where we act an Organiser of a Package or where we enter into a contract with you for a flight without any other service. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named 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 terms and 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.

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 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 8 below will become payable.

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

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. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3 Insurance

Adequate travel insurance is vital. If you choose to partake in arrangements without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4 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.

5 Changes by you

If you wish to change any part of your confirmed arrangements, you must inform us in writing as soon as possible. This should be done by the first named person 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 £50 per person per change.

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.

6 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. We recommend that you use recorded delivery. The cancellation charges imposed on us by our suppliers are usually restrictive. Whilst our 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 your travel agent of your need to cancel, they will advise you of the applicable cancellation charges. Cancellation charges can be as much as 100% of the total cost of the holiday, regardless of when you notify us of the cancellation and will normally increase closer to the date of departure. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7 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. 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 confirmation invoice 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.

8 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.

9 Your Financial Protection

All flights and flight-inclusive bookings on this Website are financially protected by the ATOL scheme. Our ATOL number is **11854**. When you buy an ATOL protected flight or flight-inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at <http://www.caa.co.uk/>.

The price of our flight-inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom. We also have a bond held with ABTA. In relation to arrangements not including flights, ABTA will protect you in the same way – see section 20 below for further information about ABTA protection.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you

under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, 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.

10 Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date and may require your passport to be under 10 years old while travelling. 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. For European holidays you should obtain a completed and issued form EHIC prior to departure. 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,

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. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

11 Pricing and monies paid

We reserve the right to amend the price of unsold flights and Packages at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed flight or Package is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of any confirmed Package, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your confirmed

Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for

any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed Package within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid 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 changes mentioned above, by more than 2% of your confirmed Package cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

12 If We Change or Cancel

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. We also reserve the right in any circumstances to cancel your flight or Package. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

"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. Examples of "minor changes" include the following when made before departure: any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type; a change of outward departure time or overall length of your holiday of twelve hours or less, or a change of accommodation to another of the same standard or classification.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (for major changes) accepting the changed arrangements ii) having a refund of all monies paid or iii) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative arrangements.

If we make a major change or cancel less than 60 days before departure, we will also pay you compensation if appropriate in all the circumstances. We will not pay you any compensation where we make a major change or cancel before the date on which the final balance of the cost of your arrangements is due or in the event that 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.

If you accept the major change of arrangements you will receive compensation as per option 1. If you reject the major change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

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

Period of notice we give you or your travel agent before departure	Compensation for each full fare paying passenger	
	Option 1	Option 2
More than 56 days	£0	£0
56-43 days	£10	£10
42-29 days	£20	£20
28-15 days	£30	£30
14-0 days	£40	£40

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 "force majeure" 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 services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

13 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) 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 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 will affect your rights under this contract.

14 Our Responsibilities in relation to Packages and flights:

1) We will accept responsibility for the Package arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

In respect of flights, we have a duty to select the suppliers of your flight services reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers 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.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

(a) the act(s) and/or omission(s) of the person(s) affected;

(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) 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.

(vi) 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.

(vii) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

15 Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of 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 and adverse weather, sea, ice and river conditions 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.

16 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 the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17 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. 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.

18 Delays, Missed Transport Arrangements and other Travel Information

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

The Package Travel Regulations 1992 provide that in the event that you *experience* difficulty on the occurrence of circumstances described in clauses 14 (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

19 Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice and State Department 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 constitute Force Majeure. (See clause 15).

20 ABTA

We are a member of ABTA and all Package arrangements not including flights are protected under ABTA membership number **P8169**. 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. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

All the package holidays we sell are covered by a scheme protecting your money if the supplier fails. Other services such as hotels on their own may not be protected and you should ask us what protection is available.

21 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 hotel manager 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 accommodation or other service 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 hotel manager or other supplier prior to departure from the hotel. 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.

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 person named as the lead passenger plus the total number of passengers, whether adults or children, as shown on the Invoice / 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/quad 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.

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 hotel 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 Property that any such work is liable to interfere with the enjoyment of your holiday, 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 property cannot provide the accommodation booked, it is the responsibility of the property 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. Beverley Travel accepts 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 License: A valid driving license is required for all drivers. The license 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 license to the supplier and are refused rental.

British License Holders: You must take your photo id license with you, and also get a code from the DVLA at <https://www.gov.uk/view-driving-licenceservice>. The code will be valid for 21 days and gives a hire firm one-off access to your online driving license record if they need to see it. You can also print off your driving license record to take with you. If your license 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.

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. Beverley Travel 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 confirmation invoice 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 the communications which we send you carefully, immediately upon receipt to ensure you have the correct flight times and booking details. If flight times change after your reservation has been confirmed, we will contact you as soon as we can to let you know.

Note the existence of a “Community list” (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm). Detailing air carriers that are subject to an operating ban within the EU community.

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

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. **Air carrier liability notice for passengers and their baggage.**

NB. The information notice below is required to be given by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. It does not form part of the contract between the carrier(s) and you. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

Please note however that the notice is inaccurate. It states that for damages up to 113,100 SDRs the air carrier cannot contest claims for compensation. However, the Regulation and the Montreal Convention state that for

damages up to 113,100 SDRs in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, the carrier cannot exclude or limit its liability except where there is contributory negligence. Also the limit of the air carrier's liability for baggage delays, destruction, loss or damage to baggage is 1,131 SDRs in total and not, for example, 1,131 SDRs in respect of delay and 1,131 SDRs in respect of damage where both have occurred to the same baggage. The statement that if the name or code of an air carrier is indicated on the ticket, that carrier is the contracting carrier, does not apply in all cases.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approx. 110,000 Euros) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approx. 15,500 Euros).

Passenger Delays

In case of passenger delays, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approx. 4,600 Euros).

Baggage Delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs (approx. 1,100 Euros).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approx. 1,100 Euros). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for Baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check in and by paying a supplementary fee.

Complaints on Baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of Member States.