

**Regulation 5(2)(a): Information to be provided to the traveller before the package travel contract is concluded, where the use of hyperlinks is possible**

**Part 1: General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. We, Noble Caledonia Limited, will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found below.

**Part 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018**

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency number or details of a contact point where they can get in touch with the organiser or travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Noble Caledonia has t insolvency protection for its flight-inclusive packages by virtue of its ATOL (No. 3108) with the Civil Aviation Authority, of CAA House, 45-59 Kingsway, London, WC2B 6TE and for all other packages with ABTA Ltd, of 30 Park Street, London SE1 9EQ of whom we are a member (number V321X). Travellers may contact this entity if services are denied because of Noble Caledonia's insolvency.

**Part 3: The Package Travel and Linked Travel Arrangements Regulations 2018** can be found here:

[https://www.legislation.gov.uk/ukdsi/2018/9780111168479/pdfs/ukdsi\\_9780111168479\\_en.pdf](https://www.legislation.gov.uk/ukdsi/2018/9780111168479/pdfs/ukdsi_9780111168479_en.pdf)