

WALT DISNEY TRAVEL COMPANY BOOKING TERMS AND CONDITIONS (EFFECTIVE 1 NOVEMBER 2018)

Your Booking contract is with The Walt Disney Company Limited trading as Walt Disney Travel Company (**we, our and us**) unless otherwise explained to you below. We are registered in England & Wales under Company Registration Number 530051 and our registered office is at 3 Queen Caroline Street, Hammersmith, London W6 9PE.

If you book Disneyland Paris hotel accommodation and/or park tickets then we are a retailer of these travel services and the organiser or supplier will be Euro Disney Vacances S.A.S. which has its registered office at 1 rue de la Galmy, 77700 Chessy, France (registered with the French Travel and Holiday Companies' Registry under number IM077100030) (**Euro Disney**) and subject to Disneyland Paris Booking Terms and Conditions which can be found [here](#). If you have a complaint about any travel service provided by Euro Disney then Disneyland Paris Booking Terms and Conditions apply (see Customer Service – Complaints section in those terms).

For all other Bookings (including where you purchase transport options from us to add on to your Disneyland Paris hotel accommodation and/or park tickets then Walt Disney Travel Company is the organiser or supplier of your holiday and only the Booking Conditions below apply, so please read them carefully before you book with us.

Any correspondence regarding your Booking should be sent to Walt Disney Travel Company, 3 Queen Caroline Street, Hammersmith, London W6 9PE or via email to: disneytraveluk@disneyonline.com. Where we refer to **you** we are referring to all persons named in your Booking (including anyone who is added or substituted at a later stage).

1. Definitions

In these terms and conditions:

Change means any change to your Booking requested by you but excluding any transfer of a Booking made pursuant to Section 9.

Booking means any type of booking for accommodation only, Ticket(s) only, or any combination of accommodation, Ticket(s), Cruise, flight(s) or any other transport options, which you book with us where we issue a Confirmation Invoice.

Booking Group means all persons named on the Booking and the Confirmation Invoice.

Carrier means the transport provider which undertakes the obligation and/or performs carriage by road, air or sea. Carrier includes the owner and/or the charterer and/or operator and/or their servants and/or agents of any transport provider.

Confirmation Invoice means written confirmation of your Booking.

Cruise means carriage on board a cruise ship as described in our brochure or on our website.

Disability includes any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and the adaptation to his particular needs of the services made available to all passengers.

Disney Cruise Line means The Magical Cruise Company, Limited.

DLP Ticket(s) means Disneyland Paris Theme Park Tickets booked through us.

Euro Disney means Euro Disney Vacances S.A.S.

Unavoidable and Extraordinary Circumstances which means a situation beyond the control of Disney or the relevant organiser or supplier which could not have been avoided even if all reasonable measures had been taken including (without limitation) serious technical or security problems, war or threat of war, terrorist activity or the threat of terrorist activity, riots, civil commotion, disaster, Act of God, nuclear event or disaster, natural disasters such as fire, floods or earthquakes, closure of ports, strikes or other industrial action, incidents of serious infectious or other diseases, medical problems or illnesses on board the ship or at intended ports or other travel destinations, lawful deviation at sea in response to a distress call or other emergency and seriously adverse weather conditions which make it impossible to perform the contract.

Lack of conformity means a failure to perform or the improper performance by Walt Disney Travel Company or the relevant organiser or supplier of the Package.

Lead Name means the person who makes the Booking and contracts with us.

Minor means any person under 18 years of age.

Package means the pre-arranged combination of at least two of the following travel services 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; (d) the rental of cars.

Shore Excursion means any on-shore tour or excursion offered for sale by Disney Cruise Line which does not form part of your Booking and for which a separate charge is payable, whether the Shore Excursion is reserved in the UK prior to commencement of the Booking or purchased during your Holiday.

Ticket(s) means Walt Disney World Resort Theme Park Tickets or, as applicable, DLP Tickets booked with us.

Travel Agent means any agent through whom your Booking is made.

Any references to prices in € (Euros) is the fixed value payable by non-UK bookers.

2. Your Booking

(a) The Lead Name must be 18 years old at the time of booking and possess the legal capacity and authority to enter into a legally binding contract and accept these Booking Conditions as binding on the Booking Group. Minors must be accompanied by an adult. The Lead Name is the only person able to make changes and cancellations and is responsible to provide the correct information relating to every person in the Booking Group and provide all information relating to the Booking (including any changes to it) to all persons in the Booking Group. All Bookings and any other services are subject to availability at the time of booking. All money paid to one of our authorised Travel Agents for any Booking for which we issue a Confirmation Invoice shall be treated as having been paid to Walt Disney Travel Company.

(b) Once your Booking is made and the correct deposit received, we will send the Lead Name a Confirmation Invoice whereupon a contract for the arrangements specified in that Confirmation Invoice will come into existence between you and us. If we are unable to confirm some of the arrangements comprised in your Booking straight away, we may still issue a Confirmation Invoice but a contract for arrangements that have not been confirmed will only be made when we have sent you written confirmation that those arrangements have been confirmed. If there is any change to your Booking before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct, please tell us or your Travel Agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will aim to do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund. The Confirmation Invoice shall detail the total cost due, sums already paid and reconfirming

the date any balance is due to be paid prior to departure. If we or your Travel Agent have not received any sums due by the due date as specified in our Confirmation Invoice, we reserve the right to treat your Booking as cancelled by you. Failure to pay the deposit or any other sum due will result in the deposit being forfeited by way of cancellation charges which are set out under Section 11 below.

3. Your Financial Protection

- (a) We hold an Air Travel Organiser's Licence (ATOL number 10401 issued by the Civil Aviation Authority (CAA)), which protects Packages sold by us, which include a flight. The Confirmation Invoice will confirm your protection under our ATOL which, in the unlikely event of our insolvency, will ensure that you are not left stranded abroad, and the CAA will arrange to refund any money you have paid to us in advance. Packages which include flights are ATOL protected. For further information, visit the ATOL website at <https://www.caa.co.uk/atol-protection/>. If your Package does not include any flight(s), one of our ABTA bonds will financially protect your booking: for Walt Disney World Bookings ABTA number W1803 and for DLP Bookings ABTA number P6684. If already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to <https://abta.com/> for a copy of the guide to ABTA's scheme of financial protection.
- (b) The combination of travel services offered to you is a package within the meaning of the UK Package Travel and Linked Travel Arrangements Regulations (implementing Directive (EU) 2015/2302). Therefore, you will benefit from all EU rights applying to packages. We and/or Euro Disney (for Disneyland hotel and ticket packages) will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, We and/or Euro Disney 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 Package Travel and Linked Travel Arrangements Regulations is available on our website (see "Your Key Rights").

4. The Price You Pay

- (a) The prices we advertise are correct at the date of publication. We reserve the right to change or correct errors in both advertised and confirmed prices (both before and after the Confirmation Invoice has been issued). Before you make a Booking, we will give you the up to date price including the cost of any supplements, upgrades or additional facilities which you have requested. There will be no change to the price of your Package within 20 days of departure. We may increase the price of your Package to allow for increases which are a direct consequence of changes in the cost of fuel, taxes or other fees, tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports imposed by third parties and/or exchange rates relevant to the Package. If the increase is 8% or more of the price of your Package (excluding amendment fees), you will have the option of (a) paying the increase, or (b) changing to another Package 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 (c) cancelling and receiving a full refund, except for any amendment fees and cancellation charges incurred. Should you decide to cancel, you must exercise your right to do so within 14 days from the issue date printed on your Confirmation Invoice. Where you do not confirm within 14 days whether you wish to accept the proposed change or terminate the contract we may terminate the contract and refund all payments made except for any administration charges or insurance premium without undue delay and in any event not later than 14 days after the contract is terminated. Should the price of your Package go down due to the changes mentioned above, then any refund due will be paid to you.
- (b) Bookings which include access to any Disney Resort do not include meals, beverages, gratuities or any other item of a personal nature unless your Booking includes a Disney Dining Plan or you purchase this as an extra. All extras purchased in any Disney Resort must be settled in resort prior to departure and you may be asked for a deposit or credit card details on arrival.
- (c) The price for a Cruise includes shipboard accommodation, all meals and entertainment provided on board but does not include Shore Excursions, sightseeing or meals ashore in the ports of call, gratuities, alcoholic beverages, soft drinks, bottled water, laundry or valet services, or any other items not specifically included. The price for a Cruise does not include any flight(s) (unless specifically included in your Booking), ground or luggage transfers, fuel supplements or taxes and fees imposed by U.S. and/or any foreign governmental or other authorities, including, without limitation, U.S. Customs and immigration fees, international arrival and departure taxes, and VAT, sales, use and excise taxes. All extras purchased on board must be settled prior to departure and you may be asked for a deposit or credit card details on arrival.

5. Flights

- (a) All flights are subject to the relevant airline's Conditions of Carriage available on their websites. The Carrier(s), flight timings and routes shown online at the time of making your Booking and/or subsequently detailed on your Confirmation Invoice are provided to us by our suppliers and so are not final and are for guidance only, and are subject to alteration and confirmation. In some cases the identity of the carrier, flight timings and/or routes may not be available but we will notify you when we receive that information.
- (b) See Section 3 for financial protection for flights booked with us. You will receive confirmation of Carrier(s), flight timings and routes with your travel documents, which will be sent out approximately 14 days before departure. Please check your tickets carefully on receipt to ensure you have the correct flight times and carrier details. If flight times change after tickets have been despatched, we will contact you as soon as practicable. Any change in the identity of the Carrier(s) and/or flight timings will not entitle you to cancel or change other arrangements. It is the Lead Name's responsibility to ensure the arrival of all members of your Booking Group at the airport in sufficient time to check in and board the relevant flight(s). Air Passenger Duty is payable by all passengers (unless exemptions apply) departing from UK airports and is included in the price of each seat. In order to qualify for infant status, a child must be under 2 years of age on the day of its return flight. Please note that a 'community list' exists (available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en) which details air Carriers that are subject to an operating ban with the EU Community. Walt Disney Travel Company is not the air Carrier or an operating air Carrier for the purposes of the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 (the "2005 Regulations"). Under the 2005 Regulations the air Carrier and/or operating air Carrier has the obligation to compensate passengers and all claims relating to cancellation, delay or denied boarding in respect of any flight must therefore be made to the relevant air Carrier.

6. Cruises

- (a) All Cruises are subject to Disney Cruise Line's Conditions of Carriage which can be viewed online at <https://disneycruise.disney.go.com/contracts-terms-safety/terms-conditions/europe/> and are contractually incorporated into your contract with us. Shore Excursions will be supplied by local operators and subject to their terms and conditions. We and/or Disney Cruise Line will endeavour to appoint reputable and competent local operators who comply with the local laws and regulations of the relevant country. You must ensure that you are fit and healthy to undertake Shore Excursions.

- (b) Carriage by sea is governed by EU Regulation 392/2009 (known as the "Passengers Liability Regulation" or "PLR") and from the 23 April 2014 the Athens Protocol 2002 (The Athens Convention 2002) which are available at: <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32009R0392&from=EN> and https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261628/Misc.6.2013_Prot_2002_Athens_8760.pdf or on our website and are expressly incorporated into these Booking Conditions. Any liability of Walt Disney Travel Company and or the carrier for death or personal injury or for loss or damage to luggage arising out of carriage by sea shall be determined solely in accordance with the PLR or where applicable the Athens Convention as follows:
- (i) for death or personal injury of a passenger caused by a "shipping incident", a passenger has a right to compensation from Carrier of up to 250,000 SDR (as of June 2018 approximately £266,091) in any event, with the exception of circumstances beyond Carrier's control (i.e., act of war, natural disaster, act of a third party); however, compensation paid by the Carrier can go up to 400,000 SDR (as of June 2018 approximately £425,745) unless Carrier proves that the incident occurred without its fault or neglect;
 - (ii) for death or personal injury of a passenger caused by a non "shipping incident", a passenger has a right to compensation from Carrier of up to 400,000 SDR (as of June 2018 approximately £425,745), if the passenger proves that the incident was the result of Carrier's fault or neglect;
 - (iii) for a passenger's luggage or other property, a passenger has a right to compensation from Carrier of up to 2250 SDR (as of June 2018 approximately £2394) per passenger; and,
 - (iv) the Carrier's insurance provider will not under any circumstances be liable for sums in excess of 250,000 SDR (as of June 2018 approximately £266,091) in respect of death and/or personal injury; there are limited circumstances in which the Carrier's insurance provider is not required to make a payment.
- The value of the SDR fluctuates depending on daily exchange rate which can be found in the Wall Street Journal and on the Internet at http://www.imf.org/external/np/fin/data/rms_sdrv.aspx. The term "shipping incident" is defined in EU Regulation 392/2009 as follows: "shipping incident" for the purposes of this regulation include: shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship or defect in the ship.
- (c) Medical personnel on-board are independent contractors and are not employees, agents, or representatives of us or Disney Cruise Line and we do not control the medical services or undertake to supervise any care or treatment provided by medical professionals on-board. Neither we nor Disney Cruise Line shall be liable for any death, personal injury, illness, emotional distress, mental suffering or psychological injury caused by reason of any treatment, diagnosis, advice, examination, prescription or other service provided by such medical personnel, or, by the failure of such medical personnel to provide any treatment, diagnosis, advice, examination, prescription or other service. It is your obligation and responsibility to seek medical assistance from the doctor on-board as and when necessary during the Cruise. The doctor and medical personnel on-board are not specialists and the medical centre carries medical supplies and equipment in compliance with flag state requirements and is not equipped to the same standards as a land-based hospital. Medical facilities and standards in the various ports of call during your Cruise may vary and may be limited. Neither we nor Disney Cruise Line are liable for or make any representations or warranties regarding the quality or standards of medical treatment at any port of call or other places at which you are landed or referred. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required, you shall be liable for the full charge and/or cost thereof and you shall indemnify us, Disney Cruise Line and the on-board doctor/medical provider upon demand for such charge and/or costs. If by reason of illness or through any other cause you require special or extra accommodation or special or extra attention during your Cruise, you will be charged accordingly. You are advised to ensure that your insurance covers medical treatment, evacuation and repatriation.

7. Paying for Your Booking

- (a) **Paying for your Walt Disney World or Disney Cruise Line Booking**
All Payments may be made by calling 0800 169 0730.
Payment for Walt Disney World bookings can be made by visiting www.disneyworld.co.uk/payment

Bookings which include:	Booking Date	Deposit	Balance payable
Disney World Theme Park tickets only	n/a	n/a	Payable in full at time of booking
Disney World Accommodation (not including a Flight or Disney Cruise)	8+ weeks before departure	£50 / €65 pp	Payable 8 weeks before departure
	8 weeks or less before departure	n/a	Payable in full at time of booking
Disney World Flight Inclusive Package	70+ days before departure	£150 / €185 pp	Payable in full 10 weeks before departure
	10 weeks or less before departure	n/a	Payable in full at time of booking
Disney Cruise With a Flight	90+ days before departure	£200 pp plus 100% of cost of flights (non-refundable) for European Cruise packages	Payable 90 days before departure
	90 days or less before departure	n/a	Payable in full at time of booking
Disney Cruise without a Flight	90+ days before departure	£150 pp	Payable 90 days before departure
	90 days or less before departure	n/a	Payable in full at time of booking

- (b) **Paying for your DLP Booking** - Payment may be made by calling our Disney Experts on **0800 169 0737** or online at <http://www.disneyholidays.co.uk/disneyland-paris/help/manage-my-booking/>

DLP Bookings which include:	Booking Date	Deposit	Balance payable
Accommodation, DLP Tickets & transport (excluding flights)	70+ days before departure	15%	Payable in full 70 days before departure
	70 days or less before departure	n/a	Payable in full at time of booking
Accommodation, DLP Tickets & transport (including flights)	70+ days before departure	15% + 100% costs of flights	Payable in full 70 days before departure
	70 days or less before departure	n/a	Payable in full at time of booking

8. If We Change Your Booking

- (a) On occasion changes to your Booking are unavoidable and we reserve the right to make these. Changes are normally minor in nature. A significant change to a Booking includes a change of accommodation to another property (but not elsewhere within your chosen resort) or to a lower category and/or price for the whole or any part of your holiday, a change of flight departure time of more than 12 hours or a change of UK departure airport (except between London airports). Please note that we do not treat Resort, Theme Park or accommodation refurbishment as a significant change to your Booking where your enjoyment of your holiday is not seriously impaired.
- (b) We do our best to avoid cancelling Bookings but we must reserve the right to do so. We will only cancel your confirmed Booking after you have made full payment where we are forced to do so as a result of unavoidable and extraordinary circumstances or there is insufficient numbers of guests.
- (c) If we have to make a significant change or cancel your Booking, we will notify the Lead Name or your Travel Agent as soon as reasonably possible.

Where there are insufficient numbers of guests we will notify you of the cancellation of the Booking contract no later than:-

- (i) 20 days before the start of your holiday in the case of trips lasting more than 6 days
- (ii) 7 days before the start of your holiday in the case of trips lasting between 2 and 6 days
- (iii) 48 hours before the start of your holiday in the case of trips lasting less than 2 days

In all other cases, no later than 14 days prior to your departure, we will offer you the choice of the following options:-

- (i) for significant changes - either accepting the changed arrangements or cancelling in which case you will receive a full refund of all monies you have paid to us; or
- (ii) for all other changes which are not significant - purchasing an alternative Package from us, of a similar standard to that originally booked, if available. For any alternative Package which we offer you, you will not be asked to pay any more than the price of the original Package. If any alternative offered by us is in fact cheaper than the original one, we will refund the price difference. You may reject any alternative Package we offer you and choose any other available Package however you must pay the applicable price of that Package and this may mean paying more if it is more expensive (or receiving a refund if it is cheaper).

Period before departure:	0-13 days	14-27 days	28-41 days	42-56 days	56+ days
Compensation payable per person (excluding infants)	£40 / €50	£30 / €38	£20 / €25	£10 / €13	£0

In the case of reduced price or special offer Bookings, the compensation payable will be 50% of the above rates.

- (d) For Cruises, we may without prior notice (where necessary in our sole discretion and/or that of the master of the ship) change, substitute, postpone, cancel or deviate from any scheduled sailing, itinerary or call at any port, and may substitute another ship, and we shall not be liable for any loss or damage incurred by you as a result.
- (e) We accept responsibility for providing all the elements of the advertised Package but if we fail to provide what has been booked, you must inform our representative without undue delay if you consider that any part of your Package has not been performed in accordance with the terms of the contract (see also **Section 13** If You Have a Complaint below). Failure by you to notify us or our representatives about any Lack of Conformity of the Package may be taken into account when determining any price reduction or compensation for damages where such notice would have avoided or reduced the damage. We shall remedy any Lack of Conformity raised by you unless it is impossible to do so, or we will incur disproportionate costs, taking into account the extent of any Lack of Conformity and the value of the travel service affected. No compensation will be payable and the above options will not be available if we cancel your Package as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as you failing to pay on time), or where a change is a minor one. A change of, flight time of less than 12 hours, airline (except where otherwise stated), type of aircraft (if advised) or destination airport will all be treated as minor changes.

9. Transfer of a Booking

- (a) A Booking may be transferred to another person subject to the amendment fees set out in **Section 10** below. We aim to agree to such a transfer where the request is not less than 7 days inclusive before the scheduled departure date, and the primary reason for the request is that the relevant Booking Group member will be prevented from travelling by reason of an unavoidable event, such as illness, death of a close relative or jury service. We may require satisfactory evidence before agreeing to a transfer. Where we agree to the transfer, both you and the substituted guest shall be jointly and severally liable for the payment of any balance due and for any reasonable additional fees, charges or other costs arising from the transfer. All transfers to another person will be subject to an administration charge of £100 / €125 for Bookings which include a flight (See (b) below) and/or cruise, and £50 / €65 for all other Bookings. The person to whom the Booking is transferred must comply with all the terms of the existing Booking and accept the transfer and the terms and conditions of your Booking. The original Lead Name shall remain responsible for the payment of any balance that may be or become due in respect of the original Booking by virtue of the transfer.

(b) Where your Booking includes any flight(s), these may not be transferable even within the 70 day period (the £100 / €125 administration charge may still apply) depending upon the terms and conditions of the air Carrier. You should note that some Carriers do not allow transfers and that a flight booking may have to be cancelled and re-booked, in which event the re-booking will always be subject to flight availability and the payment of any charges imposed by the Carrier which may, in some cases, be the full cost of a ticket. All other transfers more than 70 days before departure will be treated as a new Booking. Any discount or promotion applicable to the original Booking may not apply to the new Booking, in which case any difference in price shall be added to the price payable for the Booking.

10. If You Change Your Booking (see Section 11 if you want to cancel your Booking)

- (a) If, after we have issued your Confirmation Invoice, you wish to alter your Booking in any way (other than a transfer to another person as per **Section 9**), the Lead Name (or your Travel Agent) must make a written request to us at least 14 days before departure, quoting your booking reference. This should be received in writing to Walt Disney Travel Company, 3 Queen Caroline Street, London W6 9PE or by email to: **disneytraveluk@disneyonline.com**, quoting your Booking reference. Any Change will be subject to availability and costs and an amendment fee will also be charged. Before we accept any Change, we shall advise the Lead Name if there are any further charges to be paid. These charges shall be paid on confirmation of the amended Booking. No changes are allowed from a full price Booking to a special or other promotional offer.
- (b) The following terms do not apply with respect to Changes requested by you and arising from Unavoidable and Extraordinary Circumstances significantly affecting the performance of your Package Booking):
- (i) Please note that changes made to the number of persons in your Booking Group may result in a change to the price of your Booking.
 - (ii) We will use our reasonable endeavours to replace lost or stolen tickets (if hard copy paper tickets are required), subject to the cost of any new tickets issued, which may be higher than the price of the original.
 - (iii) Where any change is treated by us as a cancellation request then cancellation fees as set out in section 11 shall apply.

FOR WALT DISNEY WORLD AND DISNEY CRUISE BOOKINGS

If a Booking is changed, the price payable at time of original booking will be the price applicable at the time the change is made.

In the event the value of your Booking (excluding Bookings which include flights and/or a cruise) increases as a consequences of any Change to that Booking the amendment fee will be waived.

Changes to your Hotel, Tickets and Disney Dining Booking:

- requested more than 14 days before the scheduled departure date will incur an amendment fee of £50 / €65 per Booking
- requested 14 days or less before your scheduled departure date will be treated as a cancellation request.

Walt Disney World Holiday Includes			Date of Change	Amendment fees
Accommodation	Flight	Cruise		
Yes	No	No	Less than 56 days before departure date	Cancellation fees apply
			56+ days before departure date	£50 / €65 per booking
Yes	Yes	No	Less than 70 days before departure date	Cancellation fees apply
			70+ days before departure date	£50 / €65 per person <i>plus any third party/carrier charges</i>
Yes or No	Yes or No	Yes	Less than 90 days before departure date	Cancellation fees apply
			90+ days before departure date	£50 per person <i>plus any third party/carrier charges</i>

FOR DISNEYLAND PARIS HOLIDAYS

(a) **Changes to your DLP Hotel and Disneyland Paris Tickets Booking**

If your Change results in a higher value booking, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 3 days prior to travel (excluding change to arrival day made 7-3 days prior to travel)	The difference between the price of your original DLP Booking and the price of your amended DLP Booking
7-3 days prior to travel (change to arrival day)	Cancellation fees apply
2-0 days prior to travel	Cancellation fees shall apply

If your Change results in a lower value booking, or if the booking value is unchanged, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 3 days prior to travel (excluding change to arrival day made 7-3 days prior to travel)	35% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking plus £50 per DLP Booking
7- 3 days prior to travel (same arrival day)	75% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking plus £50 per DLP Booking
7-3 days prior to travel (change to arrival day)	This will be treated as a cancellation and the cancellation charges below shall apply
2-0 days prior to travel	This will be treated as a cancellation and the cancellation charges below shall apply

(b) Changes to your DLP Hotel plus Transport (excluding Flights) Booking

If your Change results in a higher value booking, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 3 days prior to travel (excluding change to arrival day made 7-3 days prior to travel)	(i) The difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs
7-3 days prior to travel (change to arrival day)	This will be treated as a cancellation and the cancellation charges below shall apply
2-0 days prior to travel	This will be treated as a cancellation and the cancellation charges below shall apply

If your Change results in a lower value booking, or if the booking value is unchanged, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 8 days prior to travel	35% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs (iii) £100 per DLP Booking
7- 3 days prior to travel (same arrival day but other change(s) requested)	75% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs (iii) £100 per DLP Booking
7-3 days prior to travel (change to arrival day only)	This will be treated as a cancellation and the cancellation charges below shall apply
2-0 days prior to travel	This will be treated as a cancellation and the cancellation charges below shall apply

(c) Changes to your DLP Hotel plus Flight Booking

Most flights booked are not able to be changed or amended however we will use our reasonable endeavours to assist where possible. Where we are able to do so the charges will be:

If your Change results in a higher value booking, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 3 days prior to travel (excluding change to arrival day made 7-3 days prior to travel)	(i) The difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs
7-3 days prior to travel (change to arrival day)	This will be treated as a cancellation and the cancellation charges below shall apply
2-0 days prior to travel	This will be treated as a cancellation and the cancellation charges below shall apply

If your Change results in a lower value booking, or if the booking value is unchanged, the following charges shall be payable:

Date the change is made	Charge
Any time after Confirmation Notice issued up to 8 days prior to travel	35% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs (iii) £50 per DLP Booking
7- 3 days prior to travel (same arrival day but other change(s) requested)	75% of the difference between the price of your original DLP Booking and the price of your amended DLP Booking (ii) any additional travel costs (iii) £50 per DLP Booking
7-3 days prior to travel (change to arrival day only)	This will be treated as a cancellation and the cancellation charges below shall apply
2-0 days prior to travel	This will be treated as a cancellation and the cancellation charges below shall apply

11. If you Cancel Your Booking

If you wish to cancel your Booking, the Lead Name must write to us requesting the Booking to be cancelled This should be received in writing to Walt Disney Travel Company, 3 Queen Caroline Street, London W6 9PE or by email to: disneytraveluk@disneyonline.com, quoting your booking reference.

If you choose not to cancel your Booking and instead wish to change it then Amendment Fees may also apply. If you choose to cancel your Booking after you have made a Change then we will retain any Amendment Fee which you may have paid.

We do not give refunds for **Ticket only** Bookings.

Package Bookings - Except for cancellation requests arising from Unavoidable and Extraordinary Circumstances significantly affecting the performance of your Package (where you may be entitled to a full refund or any payments made, but not any additional compensation) the cancellation fees set out below shall be payable.

Please note:

Cancellation of certain transport arrangements, typically scheduled airline tickets, can result in up to 100% cancellation fees regardless of the amount of notice you give us. We reserve the right to pass on these fees where they exceed the applicable cancellation fees (shown below). Similarly, name changes (including initial changes), destination and date changes can be treated by the Carrier as a cancellation requiring rebooking, regardless of the amount of notice you give us. If that happens we will pass on to you the fees imposed on us which could be up to 100% of the transport element of your Booking plus any Amendment Fees (see **Section 10**). Carriers may also refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

If one or more, but not all, of the members of your Booking Group cancel, no allowance or refund will be made for any part of your Booking not used or taken, nor can any refund be made for lost, mislaid or destroyed tickets or Hotel and/or ticket vouchers. If we receive notice of cancellation after we have sent tickets and final documents to you, no refund (if due) will be paid until all such tickets and documents have been returned by you or your Travel Agent to us.

	Days before scheduled departure date	Cancellation Fee (% = % of total Booking Price)	
		Bookings including Flights	Bookings excluding Flights
Walt Disney World Accommodation only or Package Bookings	70+ days	£150 / €185 pp	£50 / €65 pp
	69 – 8 days or more	£150 / €185 pp + 100% Flight costs	£50 / €65 pp
	7 days or less	100%	100%
Disney Cruise Including Cruise & Stay**	70+ days	£200 pp +100% Flight costs for Europe itineraries	£150 pp
	69 – 45 days	£200 pp +100% Flight costs	£150 pp
	44 – 30 days	£200 pp +50% Cruise costs +100% Flight costs	£150 pp +50% Cruise costs
	29 – 15 days	£200 pp +75% Cruise costs +100% Flight costs	£150 pp +75% Cruise costs
	14 days or less	100%	100%
DLP Bookings (including Hotel, DLP Tickets, Flight(s) and/or other transport options)	More than 61 days	15% +100% Flight costs	15%
	60 – 14 days	50% +100% Flight costs	50%
	13 – 0 days	100%	100%
DLP Bookings (Hotel and DLP Ticket Packages)	More than 61 days	n/a	15%
	60 – 8 days	n/a	25%
	7 – 3 days	n/a	75%
	2 – 0 days	n/a	100%

****Cruise & Stay Packages:**

If you wish to cancel your resort accommodation and/or Theme Park Tickets only, this will incur a cancellation fee of £50 per person.

12. Our Liability to You

- (a) Compliance by us or our suppliers with any applicable regulatory requirements will be proper performance of our, and our suppliers' obligations. This does not necessarily mean compliance with each and every local law and regulation, particularly where these impose absolute obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.
- (b) Services and products offered or provided to you by independent third party service providers on board a Cruise are charged as extras. These contractors may include a doctor, medical personnel, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. These limitations apply to all independent contractors. These contractors work directly for you when performing their services. Neither Walt Disney Travel Company nor Disney Cruise Line is responsible for their performance (or for any such contractor's acts or omissions) or any products offered or provided by them.
- (c) We shall not be liable to you where the cause of the failure in your Booking or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers because it is either attributable to you or any member of your Booking Group, or attributable to someone unconnected with your Package and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.
- (d) If any international convention applies to or governs any of the services or facilities included in your Booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you or any member of your Booking Group compensation and/or the amount (if any) of compensation payable to you or any member of your Booking Group by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by sea the PLR and where applicable, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. We will provide you with copies of the relevant conventions if you ask us. This means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Booking (see **Section 6**).

- (e) You must assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in Section 13 below ("If You Have A Complaint").
- (f) Should you become ill while on holiday, you must, in addition to reporting your illness to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.
- (g) If you or any member of your party suffers during your holiday any difficulty through misadventure as a result of any activity which does not form part of your Package, we will offer you prompt assistance. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to us of £1,000 / €1,125 per booking and is subject to you notifying us that you require such assistance within 30 days of the incident. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.
- (h) We shall not be responsible for any failure to use any ticket or loss of recreational opportunities due to refurbishing, capacity, weather, special or premium events or any circumstances beyond our control.
- (i) For claims not involving personal injury, death or illness or which are not subject to any of the conventions contemplated in Section 12(d) above, any liability which we may incur for the negligent acts and/or omissions of our suppliers shall be limited in total to a maximum of the price which you paid for your Booking, excluding insurance premiums and administration charges.
- (j) The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in Section 12(d) above. For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the Carrier's conditions of carriage. Please note, time limits apply within which to notify us or the Carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount. If there are no applicable limits for luggage then our liability will be limited to £500 / €562 per person.

13. If You Have a Complaint

- (a) If your complaint relates to a Booking for Disneyland Paris hotel accommodation and/or park tickets then please refer to Euro Disney Booking Conditions which apply and which tell you who to contact. If you complain to us then we will refer your complaint to Euro Disney. .
- (b) For all other Bookings we are responsible for handling your complaint. However, if you have a complaint whilst away, you must immediately inform Guest Services in your hotel, resort or onboard. If they are unable to resolve the problem immediately, or a member of our staff is not available, you should contact us straight away and we will endeavour to assist. If you are still not satisfied on your return home, you must write to us within 28 days of your return, providing all other relevant information to allow us to investigate your complaint properly. Your complaint should be sent to Walt Disney Travel Company, 3 Queen Caroline Street, Hammersmith, London W6 9PE or via email to: disneytraveluk@disneyonline.com, quoting your Booking reference.
- (c) If you do not give us the opportunity to resolve any problem at the time of the issue and/or do not report it to Guest Services or call/inform us then we may not be able to deal with your complaint on your return and it may affect any subsequent claim you make.
- (d) Disputes which cannot be settled amicably may be referred to arbitration under an independent scheme devised by ABTA and administered by the Chartered Institute of Arbitrators. The Scheme does not apply to claims for more than £5,000 per person or £25,000 per Booking or claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. The Scheme can deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitration can award for per person in respect of this element. If you elect to seek compensation under this Scheme, written notice requesting arbitration must be received by ABTA within 18 months after the date of your return. After this time limit, arbitration under this Scheme will be available if we in our absolute discretion agree. For injury and illness claims, you may use the ABTA Mediation Procedure. This is a voluntary scheme and requires our agreement. Details of the Arbitration and mediation schemes are available from us on request or from ABTA at www.abta.com.

14. Your Behaviour

If we or any other person in authority is of the reasonable opinion that you are behaving in such a way as to cause or be likely to cause danger or upset to any other person (including our staff or agents) or damage to property, or could be disruptive or is/are suffering from a contagious disease, we will be entitled to terminate your Booking. You will not be allowed to proceed with your travel arrangements and/or will be required to leave the flight, ship, accommodation or other service and we will have no further responsibility to you including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your Booking Group during your time away. Payment must be made direct at the time to the service organiser or supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full costs and expenses including legal costs) as a result of your actions or those of any member of your Booking Group.

15. Special Requests

If you have any special requests, please tell us when you make your Booking. We will try to meet your needs but cannot guarantee to do so.

16. Travel Insurance

It is a condition of your Booking that the Booking Party, including infants and children, are adequately insured on holiday. It is your responsibility to take out before travelling insurance suitable for your needs for the entire duration of the Booking. We shall not be liable for any costs or losses through your failure or the failure of your Booking Group to take out adequate insurance cover.

17. Health and Travel Documentation

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We are not liable if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

18. Pregnancy, Infants & Minors

Women who have entered their 24th week of pregnancy as of the scheduled departure date of their Booking may be refused passage (whether on a flight or on a Cruise) due to safety concerns. In such case, neither a physician's medical statement nor a waiver of liability will be accepted.

In addition, neither Walt Disney Travel Company nor any Carrier shall be responsible or liable for any complications to pregnancy at any stage. Infants under twelve (12) weeks old will not be allowed to travel on-board any Cruise.

A Minor not travelling with a parent or legal guardian must be accompanied by a Responsible Adult. The parent/guardian of a Minor not travelling with them must authorise a Responsible Adult to have custody and control over the Minor at all times and to contract on their behalf with us. All Adult Guests/Responsible Adults on the booking shall be jointly and severally responsible for the conduct and behaviour of any Minors on their Booking.

19. USA – Travel Authorisation (ESTA)

It is mandatory for anyone travelling to or transferring through the US under the Visa Waiver Program, to obtain approval to travel no later than 72 hours prior to travel by completing an online process ESTA (Electronic System for Travel Authorisation) scheme. The cost of an ESTA is currently approx \$14 per person and can be obtained by visiting <https://esta.cbp.dhs.gov> or the Visit USA website at <https://www.visitusa.org.uk> where further information on the scheme and up to date fee can also be found. Once completed and approved, the ESTA application is valid for two years and allows multiple visits without the need to reapply. Travellers can apply for an ESTA even if they have no firm plans to travel to the US. Failure to obtain an ESTA could result in the passenger being denied boarding.

20. Law and Jurisdiction

Your contract with us and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law and shall be determined by the non-exclusive jurisdiction of the Courts of England and Wales.

21. Data Protection

In order to manage your Booking and to comply with our legal obligations to perform the contract with our guests, we require guests provide personal data relating to all persons travelling on the Booking, including children (data subjects). We shall collect and process such personal data in accordance with Disney's Privacy Policy available here www.disneyprivacycenter.com.

22. Medical Equipment and Safety Equipment Related to Disability or Reduced Mobility

- (a) You must (a) notify us prior to the time of making your Booking of any relevant personal circumstances and needs of any member of your Booking Group including, without limitation, any Disability, if not self-reliant or there is restricted mobility - for example if you have difficulty in walking 500 metres; and (b) notify us at any time from when the Booking is made until 48 hours prior to the flight's departure or by calling our Call Centre (i) For travel to Walt Disney World or Disney Cruise Line: 0800 169 0730; (ii) for Disneyland Paris: 0800 169 0737 if any member of your Booking Group previously reported to be with reduced mobility or as not being self-reliant no longer fall into either category.
- (b) You must advise us at the time of making your Booking or as soon as possible before the start of your holiday of the need to bring any medical equipment on board a flight, to a resort or on board any ship. Not all medical equipment can be carried or used on-board aircraft or any ship and you must check with Disney Cruise Line prior to carriage. If you fail to notify us or, in relation to any carriage comprised in your Booking the relevant Carrier, of any disability or mobility issues of any member(s) of your Booking Group, or if any member, in our reasonable opinion or that of the Carrier, is unfit or unable to travel or whose condition may constitute a danger to themselves or others on-board or where the Carrier is unable to carry such member in a operationally feasible and/or safe and/or dignified manner, we and/or the Carrier shall be entitled to refuse carriage to that person. If, any member of your Booking Party cannot be carried safely and in accordance with applicable safety requirements, then we and/or the Carrier can refuse to accept a reservation or embarkation any member of your Booking Group who is of a disabled person or person with reduced mobility on the grounds of safety. Such a refusal will be based on an assessment of risk by us and/or the Carrier taking account of applicable legislation and international regulations which, in the case of your Cruise, will include the ISM Code and SOLAS. It is therefore important that the fullest information is provided by you and every member of your Booking Group before or at the time of making your Booking and if circumstances or requirements change. This is important to ensure that there are no issues relating to the design of the ship or port infrastructure and equipment, including port terminals, which may make it difficult or impossible to carry out the embarkation, disembarkation or carriage of any member(s) of your Booking Group in a safe or operationally feasible manner.
- (c) Here are some examples of conditions which you must tell us about to ensure safe carriage: a requirement for a dialysis machine, oxygen cylinders, or high risk conditions such as epilepsy. This is not a definitive list and you should tell us about any condition which requires constant care or constant medication and which, if such care is not provided or medication taken, could have serious consequences. If you require a wheelchair during a Cruise, you must make provisions for the use of that wheelchair prior to making your Cruise Booking and you must check with us to ensure that such wheelchair(s) are suitable for use around the ship. The ship will carry wheelchairs, but those will only be available for emergency use. For the safety of the ship and all passengers and crew on board, all wheelchairs and other aids to mobility brought onto the ship by you or any member of your Booking Group must be stored in that person's stateroom when not being used. Where we consider it necessary, we may require you to be accompanied by another person who is capable of providing the assistance needed for disabilities or reduced mobility. This requirement will be based on safety grounds. Full time wheelchair users or who require assistance with personal care must be accompanied by a travelling companion fit and able to assist them in day to day tasks. The assessment of whether or not it is necessary or desirable for an accompanying person will be based on information provided at the time you make your Booking. You are required to provide as much information as possible to enable a full risk assessment to be made and may be asked to provide further information to ensure that we have all relevant information.

23. Luggage, Valuables and Other Possessions

You must comply with the luggage allowances of the Carrier(s). Please note air Carriers may charge luggage fees and restrict luggage to one bag per person so check with your air Carrier before you depart. you must retain valuables such as cash, negotiable securities or other financial instruments, gold, silverware, jewellery, ornaments, works of art, photographic/video/audio equipment or supplies, laptop computers, cellular phones or other valuables in your personal control at all times. Neither we nor any airline or any supplier will be responsible for any damage to or loss of any of these items. When you are on a Cruise, Disney Cruise Line will not be liable for any valuables unless the same have been deposited with the ship's master or other designated representative who has issued a written receipt for the item(s) deposited. In the event of such deposit, the liability of the Carrier and/or us for loss or damage will be limited in accordance with the PLR or The Athens Convention if applicable. The use of safes in cabins does not constitute a deposit with the Master for these purposes. Dangerous or illegal articles such as weapons, explosives, oxygen, combustible substances or non-prescription controlled substances may not be brought to the Walt Disney World® Resort or taken aboard any flight or Cruise. Any such items shall be confiscated and may be disposed of without any liability to you or any member of your Booking Group.