

Booking conditions

These booking conditions, together with our privacy policy, essential information, booking information, the advice and information section and any other written information we have brought to your attention before we confirmed your booking, set out the details of your booking with Belle France, a trading name of Alan Rogers Travel Ltd, Spelmonden Old Oast, Goudhurst, Kent TN17 1HE, UK. ("we", "us" or "Belle France"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, "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:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and resident in the United Kingdom (if you are not a resident of the United Kingdom, you must advise us prior to booking) 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;
4. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Our obligations to you will vary depending upon whether we act as a package organiser in the sale of a package holiday or as a booking agent on behalf of ferry operators, Eurotunnel and hotel operators, to help you to arrange holiday products; our differing obligations are set out below, in three separate sections: Section A contains the conditions which will apply to all bookings. Section B contains the conditions which will apply when you make a booking with us where we act as the package organiser. Section C contains the conditions which apply to agency bookings.

SECTION A – APPLICABLE TO ALL BOOKINGS

1. Making A Booking

By making the booking the party leader confirms that he/she accepts and agrees to be bound by these conditions and that he/she has the authority of all those in his/her party to make the booking on their behalf. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your booking by issuing a confirmation invoice, either directly from us or on behalf of the supplier as applicable. A binding contract between you and the transport / hotel operator or other supplier (where we are acting as an agent), or between you and us (where we are the Organiser of a Package holiday) comes into existence when we despatch the booking confirmation to the party leader.

This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. You must contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 7 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. All documents (e.g. confirmation documents/holiday packs) will be sent to you by post or e-mail. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

2. Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay 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 Terms and Conditions.

Alternatively, where you have booked a package or accommodation only arrangement with us, you will be subject to our cancellation charges as set out in Sections B and C below.

To confirm your booking or site request, you must pay a deposit at the time of booking. The deposit will ordinarily be £100 per person, however, some suppliers may require a higher deposit at the time of booking or may require full payment if you are booking more than eight weeks before departure. You will be advised of the exact amount payable at the time of booking.

Full payment of the balance must be received by the 'Balance Due' date shown on your booking confirmation. 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 Terms and Conditions. Alternatively, where you have booked a package with us, you will be subject to our cancellation charges as set out in Section B below.

When accepting any booking within 12 weeks of the departure date we reserve the right to ask you to pay the full cost of your booking.

We accept the following methods of payment: Visa/Mastercard debit or credit card authorisation or bank transfer. NB: No confirmations or other documentation will be forwarded until all invoiced balances have been paid.

3. Accuracy

We endeavour to ensure that the hotel descriptions, holiday information and prices both on our website and in our brochure is up to date at the time of going to press but it is possible (for example) for a hotel to change hands or for certain facilities or services to be altered.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

4. Special Requests

If you have any special requests please let us know at the time of booking. We will pass on all such requests to the supplier/representatives but we do not guarantee that they will be met and we will have no liability to you if they are not.

5. Insurance

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Failure to disclose relevant information may affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

6. Behaviour

Please be aware that the booking conditions of the supplier will normally state that your holiday arrangements can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation or services. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

7. Passports, Visas and Health

It remains your responsibility to check passport and VISA requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, VISA or immigration requirements. Some countries, including France, require passports to be valid for at least 6 months after your return date.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances. Up to date travel advice.

8. Complaints

Where we are acting as agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the representative / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details on our website. If you require assistance liaising with the supplier, please contact us.

Where you have booked a package holiday with us, please inform the relevant supplier immediately and contact us. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

9. 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 of the service 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 all similar events outside our control or the control of the supplier concerned.

10. Law and Jurisdiction

These terms and conditions are governed by English law and any dispute arising between the parties is subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

11. 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 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 us or the supplier concerned.

12. Data Protection and Privacy

Please see our data protection and privacy policy for full information regarding the way in which we use and store your personal data.

13. Hotel Facilities

Our brochure and website describe the facilities and activities normally available for each holiday. Occasionally facilities will be affected (e.g. during early or late season, weather conditions, maintenance and repair etc.) and we cannot be held liable for non-provision of any service.

SECTION B: PACKAGE HOLIDAY BOOKINGS

This section only applies to Package Holidays booked with us as Organiser. Please read this section in conjunction with Section A of these Booking Conditions.

14. Definition of Package

A "Package Holiday" 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. Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

15. Pricing

The prices stated in our brochure and on our website are exclusively available only when booking in advance with Belle France. Our prices were calculated on the basis of then known costs and exchange rates. We reserve the right to increase or decrease the prices of unsold arrangements at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed. The price of your chosen arrangements will be confirmed at the time of booking. Once the price of your chosen arrangements has been confirmed at the time of booking, then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes (for example VAT/IPT) or fees payable for services such as embarkation or disembarkation fees at ports increase or decrease. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) or (c) set out in clause 18 below. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 18 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Should the price of your holiday reduce by more than 2% due to decreases mentioned above, then we will refund amounts exceeding 2% to you. 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 protection in place. We promise not to levy a surcharge within 30 days of departure. Please Note: Many transport operators are now using 'Flexible Pricing'. This effectively means that prices can and do vary on a daily basis for the same arrangements. Consequently, where we give a quotation for a particular journey, this is only valid at the time of quoting. Any booking made at a later time may be at a different rate. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

16. Changes by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, 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 we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and

you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of £25 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

17. If You Cancel

If you or any member of your party decides to cancel your confirmed booking you must notify us 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.

As we and our suppliers incur costs from the time we confirm your booking, the following charges will apply: If cancellation is received prior to or on Balance Due Date, your deposit will be retained. Except in the case where a non-refundable fare has been booked, when the entire fare amount will be retained. If cancellation is received after Balance Due Date, then your deposit will be retained, together with all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result. In the event that only one element of a confirmed booking is cancelled a £25 cancellation charge will be applied to your booking together with all costs and charges as detailed above.

Should you wish to make any changes to your confirmed arrangements, you must notify us as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met. Where they can be met, an amendment fee of £25 per booking will be payable together with any costs incurred by ourselves, and any costs or charges incurred or imposed by any of our suppliers.

Cancellations: The lead name must confirm in writing all cancellations made before your holiday departure date. No action will be taken by us until we have received your written instructions. You are strongly advised to send such notification by recorded delivery as we cannot be responsible for non-receipt of written instructions.

The following cancellation fees (including the amount of the deposit) are payable. Amendment charges are non-refundable in all cases.

- More than 12 weeks: deposit only
- Between 4 – 12 weeks before departure: 40% of the total holiday cost
- Between 2 – 4 weeks before departure: 70% of the total holiday cost
- Less than 2 weeks before departure: 100% of the total holiday cost

Alteration and cancellation of travel bookings: changes, alterations and cancellations of ferry or other transport operator bookings are subject to their own terms and conditions and cancellation charges are likely to be payable to them in addition to any Belle France amendment fees.

18. If We Make a Change or Cancel Your Package Holiday

We start planning the arrangements that we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed, and can cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed arrangements after the date the balance of the cost of your holiday is due where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time), where we are forced to do so as a result of Force Majeure as defined in clause 10, or where minimum numbers for any tour or other arrangement as advertised in our brochure or on our website, are not reached by 8 weeks prior to the date of departure.

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure point to one which is more inconvenient for you. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (a) (For significant changes) accepting the changed arrangements or
- (b) Purchasing alternative arrangements from us, of a similar standard and cost to that originally booked if available or
- (c) Cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one. Examples of "minor changes" include the following when made before departure: any change in the advertised identity of the carrier(s), ferry timings, and/or ferry type; a change of outward departure time or overall length of your holiday of twelve hours or less; a change of accommodation to another of the same standard or classification. If we have to make a significant change or cancel after the date on which the balance of the cost of your arrangements is due we will pay you a reasonable level of compensation.

Please note – compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, reasonable compensation payments.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change or cancel before the date on which the balance of your arrangements is due.

Please note: where arrangements with a higher price than the original arrangements is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if arrangements are offered by us and accepted by you with a higher price than that originally booked in the same location and where no additional payment is made by you.

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.

19. Our Responsibilities to You in respect of Package Holidays

(1) We will accept responsibility for the 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 tour. 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.

(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; or
 - (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 Berner/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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

20. Delays

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure, but any transport operator concerned may however provide refreshments etc. We will not be liable for any delay, however, EU Passenger Rights Regulations may entitle you to compensation from the transport operator under certain specific circumstances.

21. Financial Security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for your chosen arrangements and for your repatriation (where applicable) in the event of our insolvency. Your holiday is protected by our ABTA Membership. We are a Member of ABTA, membership number P7119, Y6434. 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.

22. Insurance

As noted in clause 5 of these Terms and Conditions, it is a condition of booking with us that you have adequate travel insurance in place. For some Package holiday bookings where we act as Organiser, we may require you to provide details of your alternative insurance cover. Where you are asked to provide such details, we will not check the suitability of the policy and it will remain your responsibility to ensure your chosen insurance policy is adequate for your needs.

SECTION C: AGENCY BOOKINGS

This section applies to bookings we make for you when acting as agent. Please read this section in conjunction with Section A of these Booking Conditions.

23. Your Contract

When making your booking we will arrange for you to enter into a contract with the supplier named on your booking confirmation. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

24. Cancellation and Amendment

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition we may ask you to pay an administration fee of £25 per person for any amendments. You will be notified of the exact charges at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

25. Changes or Cancellations by the Supplier

We will inform you of any changes or cancellations made by the supplier as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

26. Our Responsibility for Your Booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission earned in relation to your booking (or the appropriate proportion of this if not everyone on the booking is affected). 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.