UNSCRIPTED JOURNEYS LIMITED
TERMS & CONDITIONS
Last Amended: 8 November 2026
Company number: 16805758 | **ATOL Number:** 12908 | **PTS Membership:** 6412
Registered office: The Old Counting House, 82e High Street, Wallingford, Oxon OX10 0BS

1. OUR DUAL OPERATING ROLES & LIABILITY BASELINE

References to "we", "us" and "our" mean Unscripted Journeys Limited. References to "you" include the lead passenger and all persons named on the booking. The "Regulations" means the Package Travel and Linked Travel Arrangements Regulations 2018.

We operate in two distinct legal capacities:

- **(a) Retail Travel Agent:** Where we act strictly as an agent for third-party suppliers or organisers. Your contract is directly with them; their terms apply, and our liability is strictly limited to the professional execution of the agency booking service itself.
- **(b) Package Organiser:** Where we organize and sell a package under our own brand. We accept statutory responsibility for the performance of the services under the Regulations, subject to the strict liability limitations set out in Clause 24.

2. CONTRACT FORMATION & LEAD PASSENGER LIABILITY

The lead passenger must be at least 18 years of age and warrants that they possess the legal authority to bind all party members, including obtaining necessary parental or guardian authority for minors. The lead passenger is personally liable for all payments, accurate data transmission, and the immediate distribution of invoices, schedule changes, and terms to all party members. No contract exists until written confirmation is issued by us and the required deposit has cleared into our accounts. We reserve an absolute right to decline any booking prior to contract formation.

3. DEPOSITS, LOW-DEPOSIT SCHEMES, AND PAYMENT OBLIGATIONS

A non-refundable booking fee of £10 per person applies to all bookings unless explicitly waived in writing before confirmation. Balances are strictly due 12 weeks prior to departure. If a booking is made within 12 weeks of departure, full cleared funds are required at the time of booking.

LOW DEPOSIT SCHEMES: Where a booking is secured under a low-deposit promotional scheme, the remaining balance of the standard full deposit is a binding legal debt due from you to us. If you cancel the booking or default on payments before the standard deposit balance is paid, you remain legally liable to pay the difference immediately. This sum must be reclaimed by you from your travel insurer.

Failure to pay balances by the precise due date triggers an automatic right for us to cancel the trip, retain all deposits, and pass on 100% of any supplier-enforced cancellation charges to you.

4. ACCURACY OF DOCUMENTATION

You must check all confirmation invoices, tickets, vouchers, and ATOL Certificates immediately upon receipt. Any errors must be reported within 48 hours. If an error occurs due to inaccurate information provided by you, all supplier modification, ticketing, and administrative replacement fees will be billed directly to you.

5. FINANCIAL PROTECTION (ATOL & PTS)

Flight-inclusive packages organized by us are protected under ATOL 12908. Non-flight packages or client monies are secured via Protected Trust Services (PTS, Membership 6412) via an independently managed trust account. Pure agency bookings are protected by the primary organizer's own insolvency mechanisms, which will be disclosed prior to booking. Standalone elements do not automatically qualify for insolvency protection; you must rely on your private travel insurance for non-protected individual components. [1]

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. [1]

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations, and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). [1]

In the event of insolvency preventing service delivery, Air Travel Trust Trustees may provide a payout under the ATOL scheme, in exchange for which you assign your related claims—including those against us or your card issuer—to the Trustees or any reassigned body. [1]

6. LINKED TRAVEL ARRANGEMENTS (LTA)

Linked Travel Arrangements protect only funds paid directly to us in the event of our direct insolvency; third-party supplier insolvencies are excluded and must be handled via your personal travel insurance. [1]

7. MANDATORY TRAVEL INSURANCE (CONDITION PRECEDENT TO CONTRACT)

Comprehensive travel insurance is a mandatory prerequisite, remaining active continuously from the payment of any deposit or booking request through to your return date.

The policy must explicitly cover: 100% cancellation costs, trip curtailment, emergency medical treatment, air evacuation, repatriation, baggage loss, travel delay, and specific high-risk activities or excursions booked.

By instructing us to book, the lead passenger explicitly warrants that appropriate insurance is in force for every traveller named. You must provide the insurer name, policy number, and emergency assistance hotline at the time of booking. If you fail to maintain adequate insurance, choose an excluded policy risk, or have a claim declined by your insurer, Unscripted Journeys Limited accepts zero financial or operational liability. Insurance claims must be made directly to your insurer; our cancellation charges remain fully payable regardless of the outcome of your insurance claim.

8. SPECIAL REQUESTS, DISABILITIES, AND FITNESS TO TRAVEL

Any medical condition, physical disability, reduced mobility, or restrictive dietary requirement must be disclosed in writing prior to booking. While we pass all special requests to suppliers, no request is contractually guaranteed unless we explicitly confirm it as a binding contractual term on your confirmation invoice. You are solely responsible for obtaining professional medical clearances, vaccinations, and fitness-to-travel certificates.

9. PASSPORTS, VISAS, AND GOVERNMENT ENTRY REQUIREMENTS

You are solely responsible for checking and maintaining valid passports (including validity margins, issue dates, and blank pages), visas, transit permits, electronic travel authorisations (ETAs), and health documentation. We provide general information only. Failure to gain entry or boarding due to invalid documentation constitutes a breach of contract by you: ordinary cancellation fees apply, and zero refunds will be issued.

10. PACKAGE PRICE FLUCTUATIONS

We reserve the right to increase the price of a confirmed package solely to account for direct variations in transport costs (fuel/power), third-party taxes/fees (landing/embarkation), or exchange rates. We will absorb any increase up to 2% of the total package price. If an increase exceeds 8%, you may choose to cancel and receive a full refund within 14 days. No price surcharges will be applied within 20 days of departure.

11. AMENDMENTS REQUESTED BY YOU & PARTY SIZE CHANGES

Any voluntary amendment request must be made in writing by the lead passenger. If accepted, an agency administration fee of £25 per person applies, alongside 100% of all supplier-imposed reissue or replacement fees.

CHANGES IN PARTY SIZE: If a member of your traveling party cancels, the remaining travellers become jointly liable for any increased costs, single-supplement charges, or recalculated accommodation rates caused by the change in occupancy. These additional fees must be claimed from the departing traveller's insurance policy.

12. CANCELLATION BY YOU (STRICT LIABILITY SCALE)

Cancellations must be submitted in writing by the lead passenger and take effect only upon our written acknowledgement. If you cancel, the following strict structural scale applies to cover unrecoverable costs and operational losses:

- **More than 70 days before departure:** Loss of deposit.
- **70 to 57 days before departure:** 30% of total booking cost.
- **56 to 43 days before departure:** 50% of total booking cost.
- **42 to 29 days before departure:** 70% of total booking cost.
- **28 to 15 days before departure:** 90% of total booking cost.
- **14 days or less before departure:** 100% of total booking cost.

For pure agency bookings, the supplier’s specific cancellation terms apply alongside our standard agency cancellation administration fee of £40 per person. Personal cancellations due to unexpected illness, family injury, or bereavement remain subject to this schedule without variance; you must recover these losses via your travel insurance provider.

12A. SPECIAL EXCEPTION FOR IRREVOCABLE SUPPLIER COSTS & FLIGHT TICKETING

Notwithstanding the standard sliding cancellation scale set out in Clause 12, certain travel components booked on your behalf carry immediate, absolute, and unrecoverable cancellation penalties from the moment of booking or contract conclusion.

This includes, but is not limited to, all regional flights, international flights subject to accelerated ticketing deadlines, safari permits, villa rentals, and cruise elements.

Where we or our primary third-party suppliers have ticketed, issued, or paid for these services in full, you remain 100% financially liable for the total cost of these specific components regardless of the date of cancellation.

These unrecoverable sums will be added directly to the loss of deposit or standard percentage fee dictated by the cancellation scale. They cannot be waived or mitigated by us, and you must reclaim these unrecoverable costs exclusively from your travel insurance provider.

13. TRANSFERRING A PACKAGE TO ANOTHER PASSENGER

You may transfer a package booking to another individual who satisfies all contractual requirements by giving us at least 14 days' written notice. Both the original passenger and the replacement passenger remain jointly and severally liable for the outstanding balance and all actual operational costs, ticket-reissue fees, and administrative charges incurred by us or our suppliers to execute the transfer.

14. TRIP CHANGES OR CANCELLATION BY US

If we make an insignificant change to your package, we will notify you on a durable medium; no compensation or termination rights arise. If we must make a significant alter to a main characteristic of the trip, you may either accept the alteration or cancel the contract with a full refund within 14 days. If we cancel a package due to failure to meet an explicit minimum group numbers constraint, refunds will be paid within 14 days according to statutory notification limits, and no additional compensation will be owed.

15. STRICT LIMITATION OF FORCE MAJEURE (UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES)

Unavoidable and extraordinary circumstances are defined strictly as events completely beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (e.g., acts of war, terrorism, catastrophic weather, or government border closures).

An event does not constitute an unavoidable circumstance giving rise to free cancellation unless the UK Foreign, Commonwealth & Development Office (FCDO) explicitly issues an active advisory against "all travel" or "all but essential travel" to your specific destination. Personal fear, general anxiety, changes in travel preference, or localized events that do not block the execution of the holiday are excluded. Any financial losses or disruptions arising outside of a formal FCDO travel ban must be claimed exclusively through your private travel insurance policy. [1]

16. ASSISTANCE, REMEDIES, AND COMPLIANCE DURING TRAVEL

If you encounter difficulties during a package trip, you must report the lack of conformity immediately to our local representative and our UK office. If an included service cannot be executed as agreed, we will attempt to provide suitable alternative arrangements of equal or higher standard at no additional cost.

LIMIT ON ACCOMMODATION EXTENSIONS: If an unavoidable and extraordinary circumstance prevents your scheduled return travel, our liability to cover extended emergency accommodation is strictly capped at a maximum of three nights per traveller, as prescribed by the Regulations. All additional accommodation expenses, meals, and alternative routing costs beyond these three nights are your exclusive financial responsibility and must be claimed from your travel insurer.

17. CARRIER CONDITIONS & TRANSPORTATION COMPLIANCE

All air, sea, and rail transport elements are subject to the specific, lawful terms and conditions of the operating carrier. If you miss a flight, connecting transport, or boarding window due to your own delay, traffic, or personal circumstances, you are entirely responsible for the cost of replacement tickets. You must pursue your insurer for recovery.

18. ACCOMMODATION COMPLIANCE & COMPULSORY LOCAL TAXES

Property descriptions and images are intended to serve as a general guide. Local standards and classification ratings vary widely by country and provider. Compulsory local fees, resort taxes, or tourist surcharges levied directly by municipalities or hotels are payable locally by you and are excluded from the package base cost.

19. EXCLUSION OF INDEPENDENTLY BOOKED EXCURSIONS

Any tours, excursions, activities, or rental transport booked by you independently while at the destination do not form part of our package holiday contract. We accept zero legal liability, safety oversight, or financial responsibility for independent excursions, even if a local representative recommends or introduces you to the third-party operator.

20. VOLUNTARILY UNUSED SERVICES

No refunds, credits, or adjustments will be issued for any contracted travel services, accommodations, transfers, or pre-booked excursions that you voluntarily choose not to utilize, or miss due to localized delays or personal illness. Proof of non-utilization will be provided to you strictly to support your private insurance claim.

21. PASSENGER CONDUCT, PROPERTY DAMAGE, AND EXPULSION

You are required to adhere to all local laws, customs, safety briefings, and supplier regulations. If your conduct, behavior, or physical condition is deemed by a carrier, hotel manager, or our representative to cause endangerment, severe distress, or material disruption to property or third parties, we reserve an absolute right to terminate your holiday immediately. In the event of such expulsion, our contractual duties cease: you will receive zero refund, we will not cover your repatriation costs, and you will be held personally liable for all property damage or legal fines incurred.

22. COMPLAINTS RESOLUTION PROCEDURE

Any operational issue or complaint must be reported immediately to the local supplier and to our emergency contact line while at the destination. If the issue remains unresolved, you must submit a formal written complaint within 28 days of your return to our Customer Relations department. Failure to report issues immediately denies us the opportunity to mitigate the issue and will

drastically reduce or invalidate any eventual compensation or price-reduction claims. [1]

23. LIMITATION OF LIABILITY (AS AGENT)

When acting strictly as a retail travel agent, our liability is confined to using reasonable care and skill in executing your booking instructions. We accept zero liability for the operational performance, negligence, insolvency, or default of the primary travel supplier. Subject to mandatory consumer law, our maximum aggregate liability for agency service failure is strictly capped at twice the total agency booking price.

24. LIMITATION OF LIABILITY (AS PACKAGE ORGANISER)

Where we operate as a Package Organiser, our liability to compensate you for damages, lack of conformity, or performance failures is subject to the following strict boundaries:

- **(a) International Conventions:** Our liability is automatically limited or excluded to the maximum extent permitted under applicable international treaties (including the Montreal, Berne, Athens, and Paris Conventions covering air, rail, sea, and lodging elements).
- **(b) Financial Compensation Cap:** In all cases not involving personal injury, death, or fraudulent misrepresentation, our maximum aggregate liability for proven contractual breach is strictly capped at three times the total price of the package holiday booking.
- **(c) Foreseeability:** We reject liability for any indirect losses, business interruptions, or consequential financial damages that were not reasonably foreseeable at the time the contract was concluded.

25. DOUBLE OVER-COMPENSATION BAR

You are legally barred from recovering double compensation for the same loss. Any financial compensation or statutory price reduction received by you directly from an airline (under passenger-rights regulations) or from your private travel insurance policy will be deducted in full from any claims brought against us. You are required to fully disclose all insurance payouts or carrier settlements relative to the claim.

26. REGULATED FEES & TRANSACTIONAL COSTS

Our baseline service fees are non-refundable and transparently costed as follows: Agency Booking Fee (£10/person), Voluntary Amendment Fee (£25/person/event), and Agency Cancellation Fee (£40/person). These fees represent work fully performed at the time of processing and are retained to cover administrative overheads, irrespective of later insurance recoveries.

27. PRIVACY & UK DATA PROTECTION COMPLIANCE

We process personal data in absolute compliance with UK GDPR and the Data Protection Act 2018. To execute your trip, vital data (including names, passport numbers, medical accessibility requirements, and dietary needs) must be transferred to international third-party suppliers, some of whom operate outside the UK/EEA zone in territories with different data protection thresholds. The lead passenger confirms they have obtained the explicit permission of all party members to share their personal data for these operational purposes.

28. EXCLUSIVE GOVERNING LAW & JURISDICTION

These terms, conditions, and all related contractual interactions are governed exclusively by English Law. Any legal proceedings, claims, or contractual disputes must be brought solely before the courts of England and Wales. (Travellers residing in Scotland or Northern Ireland retain their mandatory right to bring claims in their home courts where applicable). [1]

29. SEVERABILITY & RETROSPECTIVE PROTECTION

If any provision or sub-clause within these terms is found by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, that specific element will be severed. The validity, legality, and enforceability of all remaining clauses will continue in full force and effect.