

## AGENCY TERMS OF BUSINESS: ACCOMMODATION ONLY

### HOLMES TRAVEL LIMITED

#### AGENCY TERMS OF BUSINESS ACCOMMODATION ONLY

##### 1. Contract

We, Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF, a company registered in England and Wales under company registration number 1576252, will act as an agent in the booking of your accommodation. These terms of business set out the basis on which we arrange your accommodation, acting as an agent. Office hours are 0900-1730 hours Monday-Friday VAT No GB 390 5024 68.

1.1 Your contract will be with the accommodation provider/owner (referred to from now on as the principal) and their booking conditions will apply. We advise you to obtain and read those. Please ask us for a copy if you do not have one.

1.2 As agent, we accept no responsibility for the provision of the accommodation by the principal with whom you have a contract.

1.3 Accommodation that we provide or that is sold through us is not an offer by us to sell any accommodation, but an invitation to you to make an offer to the principals of the accommodation. We are free to accept that offer on behalf of those principals or to reject it.

##### 2. Prices

We reserve the right to alter any of the advertised accommodation prices. You will be advised of the current price of accommodation that you wish to book before your contract is confirmed.

##### 3. Making a booking and payment

3.1 You should contact us to ensure that the accommodation is available for the dates required.

3.2 When you have chosen your accommodation and you make a request to us to book it, you must pay a deposit or the full cost of the booking if you are booking within 8 weeks of your arrival date.

3.3 Your booking is confirmed and a contract between you and the principal will exist when the booking is confirmed on the computer or when we send you confirmation invoice on their behalf whichever is the sooner.

3.4 Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent we have no responsibility for any errors in any documentation except where an error is made by us.

3.5 If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

3.6 Payments by corporate credit/debit card will attract a credit/debit card charge of 2%.

##### 4. Your responsibility for your booking

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these terms of business. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

##### 5. Special requests

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

##### 6. Insurance

6.1 Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly recommend that you 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. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

## 7. Disability and Special Requests

Please refer to the 'Checklist for Disabled and Less Mobile Passengers' on the ABTA website <http://www.abta.com/resource-zone/publication/checklist-for-disabled-and-less-mobile-passengers> for information on the procedure of how to advise Holmes of special requests at time of booking.

## 8. If you want to change or cancel your booking

Any cancellation or amendment request must be sent to us in writing by email, fax or post and will take effect on the day we receive this during the hours of 9am to 5.30pm Monday to Friday. The principal may charge the cancellation or amendment charge shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements) and in addition you must pay us the cancellation or amendment charge as shown below.

SERVICE	CHARGE
Cancellation	Charge £75
Amendment	Charge £75
Change of Name	Charge £75
Changes or cancellations requested inside 14 days of Departure	Charge £75

## 9. Changes or cancellations by the principal

We will inform you as soon as reasonably possible. If the principal offers alternative accommodation or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the principal is entitled to assume you wish to receive a full refund.

## 10. Responsibility for your booking

10.1 Your contract is with the principal and its booking conditions apply. As agent, we accept no responsibility for the provision of the accommodation by the principal.

10.2 Our responsibilities are limited to making the booking in line with your instructions. We also do not accept responsibility for any information about the accommodation 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 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 of 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.

## 11. You indemnify us in the event of damage caused by you

Please be aware that the booking conditions of the principal will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Principals will also often require you to pay for any damage you cause to the accommodation. 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 principal or any third party as a result.

## 12. Complaints

Because the contract for your accommodation is between you and the principal, any queries or concerns should be addressed to them via ourselves. If you have a problem whilst on holiday, this must be reported to the principal 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 principal. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish – please contact us at address given in term 1 above. If the matter cannot be resolved and it involves us or another ABTA member then you have the option to use ABTA's ADR scheme, see clause 13 below. 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.

### **13. ABTA**

13.1 We are a member of ABTA, membership number D0670. 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 cannot resolve your complaint, go to <http://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 <http://www.abta.com>.

### **14. Privacy and your personal information**

The booking information that you provide to us will be passed on only to the relevant principal or other persons necessary for the provision of your accommodation. 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 or religious requirements. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. **(If we cannot pass this information on as above, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)**

### **15. Financial protection**

Many of the principals that we act for offer protection for your monies. This means that, if in the unlikely event of their insolvency your accommodation cannot be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned. If the principal that you have chosen does not offer such protection we may be able to offer suitable insurance cover. Please ask us for full details.

### **16. Law and Jurisdiction**

These terms of business are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable).