

## AGENCY TERMS OF BUSINESS

### **HOLMES TRAVEL LIMITED AGENCY TERMS OF BUSINESS**

#### **1. Contract**

These are the terms on which Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF will make a booking for your travel or holiday requirements, a company registered in England and Wales under company registration number 1576252. Office hours are 0900-1730 hours Monday-Friday VAT No GB 390 5024 68.

1.1 When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with one company or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them.

1.2 As agent, we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's(s') Terms and 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.

1.3 We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers.

1.4 Our Terms of Business are governed by English law and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

1.5 All travel arrangements which we provide or that is sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of those arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

#### **2. Booking Details**

2.1 When a booking is made all details will be read back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges as stated in Term 12 below. Please ensure that the names given are the same as in the relevant passport.

2.2 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 be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. 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 to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available on request.

#### **3. 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 principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

#### **4. Cancellation and Amendment**

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge as stated in Term 12 below.

## 5. Insurance

5.1 Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise 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.

5.2 We can also offer you insurance against the financial failure of the principal(s)/supplier(s) of your travel arrangements. This is highly recommended where you would not otherwise be protected e.g. when you buy a no-frills flight. Further details will be provided at time of booking.

## 6. Financial Protection

6.1 All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service, then this might not apply. Package holidays are protected by the package organiser and we will provide you with their confirmation. 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.

6.2 If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to or contact with our company, the travel services will become part of a linked travel arrangement. In that case, we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

We have taken out insolvency protection with ABTA. You can contact ABTA at 30 Park Street, London SE1 9EQ; [claims@abta.co.uk](mailto:claims@abta.co.uk) if services are denied because of our insolvency.

Note: This insolvency protection does not cover contracts with parties other than us, which can be performed despite our insolvency.

6.3 A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

## 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. Delivery of Documents

All documents (e.g. invoices/tickets/insurance policies) that require to be posted will be sent to you by first class post. 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 in Term 12.

## 9. Passports, Visas and Health

9.1 We can provide general information about the passport and visa requirements for your trip. 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 principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure.

9.2 We are able to provide electronic travel authority (eta) which is the standard entry requirement for Australia.

9.3 Most countries now require passports to be valid for at least 6 months after your return date.

9.4 Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details.

9.5 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.

## 10. Final Travel Arrangements

10.1 Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport.

10.2 It may be necessary for you to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

## 11. Complaints

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements 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/supplier. 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, approved by the Chartered Trading Standards Institute, see <http://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 notifying us of your complaint; it will determine how your complaint should be resolved.

## 12. Service Charges

In certain circumstances we apply a service charge for the services we provide.

SERVICE	CHARGE
Cancellation	Principal's charge plus up to 15% on total holiday cost
Amendment	Principal's charge plus £25 per person
Special requests after booking has been confirmed	Principal's charge plus £25 per person
Collection of surcharges/additional taxes	Principal's charge plus £25
Arranging Electronic Travel Authority	£25
Pre-booking airline seats after confirmed booking	Principal's charge plus £15
Payment by corporate credit/debit card	2%
Delivering tickets by hand	£20 plus 30p per mile. Minimum charge £25
Tickets despatched by courier	Cost of courier plus £25
Tickets despatched by insured delivery	£15
International telephone calls	Cost of calls plus £10
Tailor made itinerary planning	£50 (deducted from confirmed booking)
Bookings under £100 in value	£20
Booking fee for Economy European scheduled flight only	£25 per person
Booking fee for Economy long haul scheduled flight only	£30 per person
Booking fee for World Traveller Plus/Premium Economy scheduled flight only	£40 per person
Booking fee for Club Class scheduled flight only	£50 per person
Booking fee for First Class scheduled flight only	£75 per person
Booking fee for multi-sector scheduled flight only	£10 per person