

## AGENCY TERMS OF BUSINESS

### HOLMES TRAVEL LIMITED AGENCY TERMS OF BUSINESS

#### 1. Contract

These are the agency 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/flight carrier/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday, in which case you will have one contract with the principal, 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 suppliers'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 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 wish to do so.

1.4 All travel arrangements which we provide or which are 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 the 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 shown 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 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 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 trans-national 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. In making this booking, you consent to this information being passed on to the relevant persons.)** Full details of our data protection policy are available upon 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 shown 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 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 or 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. Further details will be provided at time of booking.

## 6. Financial Protection

6.1 All the package and Flight-Plus holidays we sell 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. Our Flight-Plus holidays are ATOL- protected (our ATOL number is 3498). A Flight-Plus is where you purchase through us, at the same time or within a day of each other, a flight plus overseas accommodation and/or car hire from separate suppliers (i.e. not a package holiday). 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. On all Flight Plus holiday arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers. Please note however that we have no liability beyond that for insolvency as set out in the ATOL scheme, because we act as agent of the suppliers.

In respect of our Flight-Plus holidays, we are obliged to tell you:

- We or the suppliers of the services you have bought will provide you with the services you have bought (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).
- If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 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 us 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 below.

## 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.

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 to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take note of any reference number or contact name when reconfirming. 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. If you have a problem whilst on holiday, this must be reported to the principal/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 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 the 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, visit website <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 registering your complaint with us; it will not 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