

## ACCOMMODATION ONLY BOOKING CONDITIONS

### HOLMES TRAVEL LIMITED

#### TERMS AND CONDITIONS OF BOOKING ACCOMMODATION ONLY

##### 1. Contract

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF, 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.

##### 2. Prices

We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the 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 Any provisional booking will be held for two days pending receipt of the signed booking form and a deposit of 25% of the total booking cost. If you have paid a deposit, the balance of the cost of your accommodation is due 8 weeks prior to your arrival. If it is not received in time we will cancel your booking and retain your deposit. Bookings made within 8 weeks of departure are payable in full at time of booking.

3.3 A booking is confirmed and a contract between us exists when the booking is confirmed on the computer system or when our confirmation invoice is issued 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.

3.5 Payments by credit card will attract a credit card charge of 2%.

3.6 The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to your accommodation supplier.

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

4.1 When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. 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.

4.2 The accommodation provided is only for the use of persons named by you on the booking form and subletting, sharing or assigning is prohibited.

4.3 Persons under the age of 18 must be accompanied by an adult.

##### 5. Insurance

It is your responsibility to ensure that you and your party are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness. A signed insurance indemnity form is required from you if you do not wish to take the travel insurance offered by us. The person signing the insurance indemnity form does so on behalf of all persons named on the booking form not taking travel insurance offered by us.

##### 6. If you want to change your booking

6.1 After our confirmation has been issued, any requests for changes must be sent to us in writing, by email, fax or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of £50 plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can.

6.2 If you change the number in your party the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.

## **7. If you want to cancel your booking**

The person that made the booking must put this in writing to us, by email, fax or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee.

Our cancellation fees are as follows:

If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 0900 to 1730 hours Monday to Friday):

More than 56 days prior to your arrival date - loss of deposit.

42-56 days - 30% of total cost

29-41 days - 50% of total cost

14-28 days - 75% of total cost.

Within 14 days of arrival date - 100% of total cost.

Charges are shown as a percentage of your accommodation cost (excluding amendment fees, if any, which are non-refundable in the event of a cancellation).

## **8. If we change or cancel your booking**

8.1 We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

8.2 Changes If we make a major change to your booking, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of accommodation, or you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you've paid to us. In some cases, we may also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

8.3 Cancellation We will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure. If your booking is cancelled you can either have a refund of all monies paid or accept an offer of alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. In some cases we will pay compensation (see below).

8.4 Insurance If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

8.5 Compensation If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. If it is necessary to cancel or make a major change to your travel arrangements we will pay compensation depending on the length of time before the date of departure that you are notified of the change or cancellation as detailed below:

0-14 days - £25

15-42 days - £20

More than 42 days - £10.

8.6 Force Majeure We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of seeking alternative accommodation will be paid by us.

## 9. Our responsibility for your booking

9.1 We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others.

9.2 We also have no liability in the following situations:

(a) where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8).

(b) where you incur any loss or damage that could not have been foreseen at the time of your booking based on the information provided by you.

(c) where you incur any loss or damage that relates to any business activity.

(d) where any loss or damage relates to any services which do not form part of our contract with you.

9.3 If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.

## 10. Behaviour

10.1 When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given.

Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated.

10.2 If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.

## 11. Check-in and check-out

The standard international practice is to let rooms from midday to midday. However times do vary. Check-in times are usually between 2 p.m. and 3 p.m., check-out times between 10 a.m. and 12 noon on the day of departure. Therefore, if you check-in immediately after a night flight this would normally count as one night's accommodation. Similarly if your return flight is at night you will normally be required to vacate your room at 12 noon prior to leaving for the airport. Day rooms are subject to availability/cost and should be arranged locally with the accommodation management.

## 12. Complaints

12.1 If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you are there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Holmes Travel Limited, 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular clause 9 above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care.

12.2 Any dispute or claim arising out of this contract that cannot be settled between us can be referred by you to ABTA arbitration (see clause 14) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (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).

### **13. Financial protection**

13.1 The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, if in the unlikely event of our 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.

13.2 Not all travel services offered and sold by Holmes will be protected by the ABTA scheme. Please ask Holmes to confirm what protection may apply to your booking.

### **14. ABTA**

14.1 We are a member of ABTA, membership number V8957. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

14.2 We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com/home](http://www.abta.com/home).

The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from [www.abta.com/home](http://www.abta.com/home).

The scheme does not apply to claims for any amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within 18 months of the date of your return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com/home](http://www.abta.com/home).

### **15. Passports, Visas and Driving Licences**

You are responsible for the provision of all necessary valid documents. We cannot accept responsibility if you are refused passage on any transport or entry into any country due to the failure on your part to carry the correct documentation. If failure to do so results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly. Please visit website

[www.fco.gov.uk/en/travelling-and-living-overseas/](http://www.fco.gov.uk/en/travelling-and-living-overseas/) for Foreign Office Travel Advice. For general visa, passport and health information visit website [www.ips.gov.uk/cps/rde/xchg/ips\\_live/hs.xsl./index.htm](http://www.ips.gov.uk/cps/rde/xchg/ips_live/hs.xsl./index.htm)

### **16. Health requirements**

You are responsible for obtaining the necessary vaccinations and clearance to travel. Further travel advice can be found on the websites [www.fitfortravel.scot.nhs.uk/home.aspx](http://www.fitfortravel.scot.nhs.uk/home.aspx) and [www.nathnac.org/](http://www.nathnac.org/) and information on how to get reduced cost and sometimes free medical treatment in Europe can be found in the NHS leaflet Health Advice for Travellers.

### **17. EHIC**

If you are travelling in most European countries you will require an EHIC European Health Insurance Card.

Please visit website [www.ehic.org.uk](http://www.ehic.org.uk)

### **18. Data Protection Policy**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements Holmes need to use the information you provide such as name, address, any special needs/dietary requirements, etc.

Holmes take full responsibility for ensuring that proper security measures are in place to protect your information. Holmes must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.



Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. Holmes will not, however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements.

Please note that British Airways and other airlines are required by new laws introduced in the US and other countries to give border control agencies access to passenger data. Accordingly any information Holmes hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

**(If Holmes cannot pass this information to the relevant suppliers, whether in the EEA or not, Holmes cannot provide clients booking. In making this booking, you consent to this information being passed on to the relevant persons.)**

You are entitled to a copy of your information held by us. If you would like to receive this please contact us. We may make a small charge for providing this to you.

#### **19. Foreign Office Travel Advice**

For up-to-date information about your holiday destination from the Foreign and Commonwealth Travel Advice Unit view BBC2 Ceefax, page 470 onwards, or visit website [www.fco.gov.uk/en/travelling-and-living-overseas](http://www.fco.gov.uk/en/travelling-and-living-overseas) or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p./minute).

#### **20. Disability and Special Requests**

Please refer to the 'Checklist for Disabled and Less Mobile Passengers' on the ABTA website [www.abta.com/home](http://www.abta.com/home) for information on the procedure of how to advise Holmes of special requests at time of booking.

#### **21. Rates of exchange**

The price of your travel arrangements are calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' on 21.07.17 in relation to the following currencies: 1.117 Euros, 1.300 US Dollars, 12.406 Moroccan Dirham, 16.857 South African Rand.

#### **22. Accommodation Only Terms and Conditions of Booking issue date**

These Terms and Conditions of Booking were issued July 2017 and relate to departures from July 2017 to June 2018.