

## PACKAGE HOLIDAY BOOKING CONDITIONS

### Key Points:

You enter into a booking with us when the booking is confirmed on the computer system or when our confirmation invoice is issued whichever is the sooner. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change or cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits.

We are a member of ABTA and we provide protection for your money. We hold a bond with ABTA no.s V8957 and D0670 and an ATOL Licence No. 3498.

### HOLMES TRAVEL LIMITED

#### PACKAGE HOLIDAY TERMS AND CONDITIONS OF BOOKING

YOUR PACKAGE HOLIDAY BOOKING is with Holmes Travel Limited.

#### 1. Our details

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, a member of ABTA. Office hours are 0900-1730 hours Monday-Friday VAT No. GB 390 5024 68.

#### 2. Your holiday booking

2.1 You should contact us to ensure that the holiday is available for the dates required.

2.2 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.

2.3 A booking will exist when the booking is confirmed on the computer system or when our confirmation invoice is issued whichever is the sooner.

2.4 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.

2.5 This booking is made on the terms of these booking conditions, which 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.

2.6

- a. When making your booking for a single contract package holiday you enter into a contract with Holmes Travel Limited.
- b. When making your booking for your multi contract package holiday 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 confirmation(s) for whom we act as agent. 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 other than as set out in these Booking Conditions. The principal's(s') or supplier's(s') Terms & 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.

#### 3. Your financial protection

3.1 Holmes Travel provides full financial protection for our package holidays.

3.2 For flight-based holidays this is through our Air Travel Organiser's Licence number 3498 issued by the CAA of 45-59 Kingsway, London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). 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. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are

not 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 Holmes 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 Holmes Travel, 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.

3.3 When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA No. V8957. You can contact ABTA at 30 Park Street, London SE1 9EQ; [claims@abta.co.uk](mailto:claims@abta.co.uk). For further information please see [www.abta.com](http://www.abta.com).

#### **4. ABTA**

We are a Member of ABTA, membership No. D0670 and V8957. 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 [www.abta.com](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 [www.abta.com](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 not determine how your complaint should be resolved.

#### **5. Your holiday price**

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

5.2 Any provisional booking will be held for three days pending receipt of payment. We will advise you if full payment is required or only a deposit. If we take a deposit only then the balance will be required at least 8 weeks prior to your departure date unless we advise you otherwise. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

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

#### **6. If you cancel your holiday**

6.1 You, or any member or your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges shown below. Please ensure you are certain of the cancellation fees applicable to your booking by asking us before proceeding to book your arrangements.

More than 56 days prior to departure - loss of deposit

56-43 days prior to departure - 50%

42-31 days prior to departure - 75%

30 days or less prior to departure - 100%.

Cancellation of certain travel arrangements can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges where they exceed our charges shown in the table above.

Insurance premiums, corporate credit card charges and amendment fees, if any, are non-refundable in the event of a cancellation.

**Note:** If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6.2 You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary

circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

## **7. If you change your booking**

7.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £50, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

**Note:** Certain travel arrangements (e.g. Apex tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the travel arrangements.

7.2 You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

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

8.1 We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance.

8.2 Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Unavoidable and extraordinary circumstances can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disasters, fire, adverse weather conditions, epidemics and pandemics.

8.3 If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of lower value).

In the event a refund is paid to you, we will:

- a. 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.
- b. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition 8.2 above).

0-14 days prior to departure - £25

15-42 days prior to departure - £20

More than 42 days prior to departure - £10.

This does not exclude you from claiming more if you are entitled to do so.

## **9. If we change your booking**

### **9.1. Changes to the price**

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel:

- a. you must do so within the time period shown on your final invoice
- b. we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 9.2 Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- a. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- b. If you choose to accept a refund:
  - i. 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.
  - ii. We will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Unavoidable and extraordinary circumstances can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disasters, fire, adverse weather conditions, epidemics and pandemics.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

0-14 days prior to departure - £25

15-42 days prior to departure - £20

More than 42 days prior to departure - £10.

## 10. Our liability to you

10.1 You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

10.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- a. the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b. any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

- c. You can ask for copies of the travel service contractual terms, or the international conventions, from our offices Holmes Travel Ltd., 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF Telephone 01473 610666.

10.3 Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

10.4 If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. NB – This entire clause 10 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

#### **11. Late arrivals/delay**

11.1 We cannot accept responsibility for clients missing aircraft due to late arrival at the airport.

11.2 For scheduled flights delayed less than 12 hours individual airline policy will apply.

#### **12. EU Directive - (EC) No. 2111/2005, Article 9**

In accordance with EU Directive - (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU community. The Community list is available for inspection at web address

[http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)

#### **13. If you have a complaint**

If you have a complaint about any of the services included in your holiday, you must inform the relevant supplier (eg - your hotelier or airline) without undue delay. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Holmes Travel Ltd., 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 quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst in resort. 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 see clause 4 above on ABTA.

#### **14. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

#### **15. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

#### **16. Passports, visa and immigration requirements**

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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

For up-to-date document requirements including permitted duration of stay, travel information and advice please visit website for Foreign Office Travel Advice at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-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).

#### **17. Health requirements**

You are responsible for obtaining the necessary vaccinations and clearance to travel. Further travel health 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. Please note that vaccinations may be recommended some period in advance of travelling.

### **18. Insurance**

It is your responsibility to ensure that you and your party are adequately insured. We strongly recommend you take out insurance, which should include cover against the cost of cancellation by yourself 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.

### **19. 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).

### **20. Data Protection Policy**

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

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, 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 the 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. We 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 we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary **(If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your 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.

### **21. Foreign Office Travel Advice**

For up-to-date information about your travel destination from the Foreign and Commonwealth Travel Advice Unit view BBC2 Ceefax, page 470 onwards, or visit website

[www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50 pence per minute).

### **22. Rates of exchange**

The price of your travel arrangements are calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' on 25.06.18 in relation to the following currencies: 1.136 Euros, 1.325 US Dollars, 12.338 Moroccan Dirham, 17.881 South African Rand.

### **23. Package Holiday Booking Conditions issue date**

These Terms and Conditions of Booking were issued June 2018 and relate to departures from July 2018 to June 2019.

These booking conditions are our responsibility as your tour operator. It is not issued on behalf of, and does not commit airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of the child's return flight.