

## **Barrhead Travel Service Ltd. Booking Conditions. Update February 2017**

These Booking Conditions, together with our privacy policy (see <http://www.barrheadtravel.co.uk/privacy-policy>), website terms of use (see [www.barrheadtravel.co.uk](http://www.barrheadtravel.co.uk), [www.cruisedirect.co.uk](http://www.cruisedirect.co.uk), [www.flightsdirect.com](http://www.flightsdirect.com), [www.canadatravelspecialists.com](http://www.canadatravelspecialists.com), [www.travelcreator.com](http://www.travelcreator.com), [www.the-cruise-specialists.co.uk](http://www.the-cruise-specialists.co.uk) and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Barrhead Travel Service Ltd, a company registered in Scotland under company number 57208, whose registered office address is at 190 - 194 Main Street, Barrhead, Glasgow G78 1SL ("we" or "us"). Please read this material carefully as it sets out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We act in the following capacities: as a package organiser and as an agent on behalf of the supplier of your holiday. Our obligations to you may vary depending upon which arrangements you book with us, and whether we act as package organiser or agent (including as Flight-Plus arranger). These booking conditions consist of section A which contain the conditions which will apply to package bookings, section B which applies to agency bookings (including Flight-Plus) and section C which applies to all bookings.

For all bookings, by making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- (i) He/she has read these Booking Conditions, our website terms of use and any other written information we have brought to his/her attention before the booking was confirmed, and has the authority to and does agree to be bound by them;
- (ii) He/she has read our privacy policy and consents to our use of information in accordance with it; and
- (iii) He/she is over 18 years of age, is resident in the United Kingdom and, where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those services.

### **SECTION A – PACKAGE HOLIDAYS**

**Definition of Package:** A package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

Where you have booked a Package with us, we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

#### **1 Booking and Paying For Your Arrangements**

A booking is made with us when: (a) you tell us that you would like to accept our written or verbal quotation; (b) you pay us the deposit we ask for at the time of booking; and (c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation, which confirms the details of your booking and which will be sent to you or your travel agent.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharges) is due on the date specified on your confirmation invoice prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5 below will become payable.

#### **2 Pricing**

We reserve the right to amend the price of holidays at any time before a booking is made with us and correct errors in the prices of confirmed holidays. The price of your confirmed holiday is also subject to variations in:

- (i) transportation costs, including the cost of fuel;
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not

have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Other than to correct errors in late bookings, there will be no change made to the price of your confirmed Package within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid 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 changes mentioned above, by more than 2% of your confirmed Package cost, then any refund due will be paid to you. However, 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.

### 3 Financial protection

We provide full financial protection for our package holidays.

- (i) For flight-based holidays this is through our Air Travel Organiser's Licence number 5346. 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 aren't 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 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.

- (ii) When you buy a package holiday that doesn't include a flight, protection is provided by way of Supplier Failure Insurance.

### 4 Changes by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person (£35.00 per person for our Barrhead Travel Holiday Programme) per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. This includes our own Barrhead Holidays tour programme where special conditions apply:

- (i) Changes are permitted more than 4 weeks before departure
- (ii) The destination cannot be changed within 4 weeks of departure
- (iii) Name changes are permitted up to 72 hours before departure

Please note the administration fee applies to all these changes.

### 5 If you cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges shown below (The cancellation charge detailed is calculated on the basis of the total booking price payable by the person(s) cancelling, excluding insurance premiums and amendment charges as these are not refundable in the event of a cancellation):-

Period before departure within which notice of cancellation is received by us in writing	% of total booking price*
More than 98 days	Loss of Deposit**
98-57 days	30% or deposit if greater
56-42 days	50%

41-22 days	75%
21-15 days	90%
14 days or less	100%

For our own Barrhead Holidays tour programme special cancellation terms apply:

Period before departure within which notice of cancellation is received by us in writing	% of total booking price*
More than 84 days	Loss of Deposit**
83 days or less	100%

\*Bookings that include budget/Low Cost or Schedule Flights and/or cruises and/or Apex train tickets may incur different cancellation charges as a result of the cancellation charges imposed by these suppliers. In that event, our cancellation charges will be increased, if needed, to cover our liability for the additional cancellation charges imposed by these suppliers. Some accommodation providers may also require additional non-refundable deposits, which will not be returned to you upon cancellation and which may make our cancellation charges higher than that shown above in order to cover our liability for the additional cancellation charges imposed by these suppliers. Please enquire at the time of booking.

\*\*Where a low deposit has been paid at the time of cancellation you will be required to pay the remainder of the full deposit.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 14 days before departure and you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

## 6 If We change or cancel

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure (see Section C(9)) or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- (i) Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
- (ii) A change of outward departure time or overall length of your holiday of twelve hours or less.
- (iii) A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:

- (i) A change of accommodation area for the whole or a significant part of your time away.
- (ii) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (iii) A change of outward departure time or overall length of your arrangements of twelve or more hours.
- (iv) A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- (v)

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (i) (for major changes) accepting the changed arrangements;
- (ii) having a refund of all monies paid; or
- (iii) accepting an offer of alternative travel arrangements of lower, equivalent or superior quality from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, we will also pay compensation as detailed below:

<b>Period before departure when a major change is notified</b>	<b>Compensation payable per full fare paying passenger (for children see below)*</b>
More than 98 days	£0.00
98-43 days	£10.00
42-29 days	£20.00
28-8 days	£30.00
7-0 days	£40.00

\*A child invoiced at a reduced rate will be paid credit/compensation on a pro rata basis of the adult rate.

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

We will not pay you compensation in the event that (i) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care; (ii) if we make a minor change; (iii) if we cancel as a result of your failure to make full payment on time; (iv) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you; or (v) if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. (We will tell you if we have to cancel for this reason not less than 45 days before departure).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable.

Very rarely, we may be forced by "force majeure" (see Section C(9)) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make suitable alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will compensate you for the difference between the services to be supplied under the contract and those supplied. If it is impossible to make these arrangements, or you do not accept them for good reasons, we will, where appropriate, provide you with equivalent transport back to the place of departure or to another place to which you agree and will, if appropriate, compensate you.

## **7 Complaints**

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavor to put things right. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our Customer Services department at 190-194 Main Street, Barrhead, Glasgow, G78 1SL. We recommend that you send this notice within 28 days of the end of your stay, 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. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint. It may also affect your rights under this contract.

## **8 Your Behaviour**

All guests travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other travellers. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **9 Our Responsibilities:**

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out in this clause. Subject to these booking conditions, if the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to the extent to which our or our employees' or suppliers' negligence affected the overall enjoyment of your holiday.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description to the extent it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or our suppliers could not, even with all due care, have foreseen or forestalled.

(3) The amount of compensation we may have to pay you if we are found liable under this clause is limited as follows:

- (a) Loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

- (b) Claims which do not involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is three times the price paid by or on behalf of the person(s) affected in total.

- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us by writing to Customer Services, 130-134 Main Street, Barrhead, Glasgow, G78 1SL. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 261/2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(6) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **10 Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **11 Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk)

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk). For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **12 Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

The Package Travel etc Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 9 (2) (b) (c) or (d) of Section A of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own travel arrangements.

We cannot accept liability for any delay which is due to any of the reasons set out in Section C(9) of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

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

## **SECTION B: AGENCY TERMS & CONDITIONS**

Where specified, we act only as an agent of the supplier(s) of the travel arrangement(s) in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking will be subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking plus our applicable commission. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple booking does not constitute a Package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, but it may constitute a Flight-Plus arrangement.

## **1 Booking and payment**

A booking is made with a supplier when: (a) you tell us that you would like to accept our written or verbal quotation; (b) you pay the deposit as required by the supplier of the arrangements in question (or full payment if booking within 12 weeks of departure); (c) you pay all applicable insurance premiums and booking fees; and (d) we send you a booking confirmation on behalf of the supplier. If your confirmed arrangements include a flight, we (or the supplier) will also issue you with an ATOL Certificate.

Please check your confirmation and ATOL Certificate 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.

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 supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned, with the exception of payment taken for bookings covered by an ATOL (see Section C(2)).

## **2 Prices**

Please note that changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised prices and prices for confirmed bookings.

## **3 Changes and cancellations by you**

Any cancellation or amendment request must be sent to us in writing, by email, fax or post. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes to our Customer Services Department by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £50.00 per person for any amendments to bookings and an administration fee of £50.00 for cancellations. You will be notified of the exact charges at the time of amendment or cancellation.

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking. Flights on our own European air charter programme allow for changes to be made outside 4 weeks before departure, and name changes up to 72 hours before departure. The £50 administration fee applies in both cases.

## **4 Changes and cancellations by the Supplier**

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

## **5 Our Service Charges**

In certain circumstances we apply a service charge for the services we provide, in addition to any charge levied by the supplier:

<b>SERVICE</b>	<b>CHARGE</b>
<b>Name Change</b>	<b>Supplier's charge + £25pp</b>
<b>Date Change</b>	<b>Supplier's charge + £20pp</b>
<b>Amendment</b>	<b>Supplier's charge + £30pp</b>
<b>Late Booking Fee</b>	<b>Supplier's charge + £10 per booking</b>
<b>Cancellation</b>	<b>Supplier's charge + £35 per booking</b>

## **6 Our responsibility for your booking**

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility

for any information about the arrangements 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 or 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.

## **7 Visa, passport and health requirements**

Unless you tell us otherwise, we are entitled to assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements, where given and applicable, is given on this basis, unless stated otherwise. Requirements may change and you are therefore strongly recommended to check the up to date position with the supplier of the arrangements, Passport Office, appropriate embassy, consulate or your doctor (as applicable) in good time before departure.

## **8 Complaints**

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, we recommend that you should report this to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you. 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 [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute Resolution (ODR) 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.

## **9 Flight-Plus Bookings**

Booking a Flight-Plus provides you with protection under our ATOL in the event of supplier insolvency, but we are still acting as agent for the individual suppliers and a Flight-Plus booking does not constitute a Package as described in section A above. We do however accept responsibility as a Flight-Plus arranger as defined in the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

### What is a Flight-Plus?

A Flight-Plus exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation and/or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus. If in connection with the flight, on the same day, the day before or the day after you book the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.

A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book: (a) a non-flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or (b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK.

Please note that a flight which begins and ends in the United Kingdom will not form part of a Flight-Plus. A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the definition of a Flight-Plus is no longer satisfied. Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

### Our Liability for Flight-Plus

In these conditions, the failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012. If, before your intended departure on a Flight-Plus we become aware that any part of your Flight-Plus will not be provided a) because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will make suitable alternative arrangements at no extra cost to you. If it is impossible to make such arrangements, or the arrangements offered are not accepted by you for good reasons, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.

If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided (a) because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus or (b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed at no extra cost.

If, after your intended departure on a Flight-Plus we become aware that your living accommodation or self-drive car hire will not be provided, we will provide you with suitable alternative living accommodation or self-drive car hire (as appropriate) at no extra cost.

If it is impossible to make the arrangements described in the two paragraphs above, or the arrangements offered are not accepted by you for good reasons, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus.

Where suitable alternative arrangements are provided as set out in this section (a) because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus or (b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will, where appropriate, pay you reasonable compensation for the difference between the flight accommodation, living accommodation and self-drive car hire offered as part of the Flight-Plus and the flight accommodation, living accommodation and self-drive car hire supplied. We will also compensate you for any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self-drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

If cancellation occurs for reasons other than relating to insolvency, we will not be liable to pay you compensation and the above options will not be available. As agent, whether or not we have sold you a Flight-Plus, we will not be liable in respect of quality complaints, any general losses, distress or disappointment suffered by you in relation to your booking, and any such claims must be directed to the relevant supplier of the element in question. We will not make suitable alternative arrangements or pay you compensation in respect of any tourist services forming part of your Flight-Plus. A refund will be given in respect of these services in the event of insolvency but we will have no further liability.

## **10 Financial Protection**

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 5346).

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:

- (i) 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).
- (ii) 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.

## **11 Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability.

# **SECTION C: ALL BOOKINGS**

## **1 Financial Protection**

We have described in the terms above how we provide financial security for flight inclusive Packages, Flight-Plus and ATOL protected flights we sell under our ATOL (number 5346). As part of these arrangements, we operate a trust account controlled and administered by Professional Trustees to Travel Ltd. You agree that all money that you pay to us for travel arrangements requiring financial protection will be paid into that separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for you) in accordance with a trust deed dated 30 March 2014 between us, Professional Trustees to Travel Ltd and the Air Travel Trustees. Money in that account will only be released in accordance with the terms of that deed. This means

that in respect of all arrangements requiring protection, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or will receive a refund of the money you have paid for an advance booking.

If you book arrangements other than an ATOL protected flight, Flight-Plus or Package from this brochure/website, your monies will not be financially protected. Please ask us for further details.

## **2 Payment for ATOL Bookings**

When you buy a flight-based holiday, all monies you pay to an authorised agent of ours is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the agent is held by it on our behalf at all times.

## **3 ABTA**

We are a Member of ABTA, membership number 13759. 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 can't 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 registering your complaint with us; it will not determine how your complaint should be resolved

## **4 Insurance**

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must 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 (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

## **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 supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

## **6 Jurisdiction and applicable law**

These Booking Conditions and any agreement to which they apply are governed in all respects by Scottish law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Scotland. You may, however, choose the law and jurisdiction of England and Wales, or Northern Ireland, if you live in one of those countries.

## **7 Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## **8 Accommodation Ratings and Standards**

All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

## **9 Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **10 Disabilities and Medical Problems**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **11 Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with them. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

#### **12 Data Protection and Privacy**

Please read our data protection and privacy policy (see <http://www.barrheadtravel.co.uk/privacy-policy> for full information regarding the way in which we use and store your personal data).