

Introduction

Except where otherwise specified, Holiday People Limited act only as an agent 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 with us is 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. 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 bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 nor the Civil Aviation (Air Travel Organisers’ Licensing) Regulations 1995, Amended 2003.

By ticking the relevant box on the booking form, you agree that:

You have read the terms and conditions set out above and agree to be bound by these terms and conditions;

You consent to our use of your information in accordance with our Privacy Policy;

You consent to the use of tracking technology as disclosed to you in our Privacy Policy; and

You are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services

We are a member of ABTA, membership number P8199. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract.

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. 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 the ABTA website.

The Scheme does not apply to claims for an 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 £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the 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 may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions and the booking conditions of your chosen suppliers. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if booking within 15 weeks of departure). You must also pay all applicable insurance premiums and booking fees. No contract shall exist between you and the relevant travel provider or between you and us until we confirm the acceptance of your order and until you have paid the initial payment.

Before confirmation you will be provided with the total cost of your holiday booking. This will include all charges and the detailed total of the costs of each of the individual components selected. Payments are taken at the time of booking however they may take between three and five working days to show on your account.

Please ensure that you read, check and understand all travel documentation and terms and conditions upon receipt. You must 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. Should any document not arrive within 72 hours please contact 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.

Payment may be made by any of the following methods (i) with a credit or debit card, by telephoning our Customer Payments Dept. on 0191 2986200 (ii) by cheque (made payable to Holiday People Limited and sent to 4 Media Exchange, Coquet Street, Newcastle, NE1 2QB (please allow 5 working days for clearance); or (iii) by direct payment to our bank account (details available upon request).

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 whom you have a legal contract.

Cancellation or amendments made by You

You are advised that any amendments made (names, dates, etc.) will incur administration charges from your Travel Providers. We also charge an administration fee. Other fees vary according to the Travel Providers and are set out in their terms and conditions. These are applicable from the point of confirmation of your booking.

You will be notified of the exact charges at the time of amendment. You are advised that we are not bound to comply with any request for amendment or cancellation as we act as an agent only and must pass all requests onto your suppliers. Amendments and cancellation can only be accepted in accordance with the terms and conditions of the relevant Travel Provider.

Any amendments or cancellations must be made in writing to us (by post, fax or e-mail) by the lead passenger. We are unable to accept any verbal requests for changes or cancellations. 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. If additional persons are added to your booking this is done on the express understanding that they also understand and accept these booking terms and conditions.

Cancellation of your booking may incur a fee from the Travel Provider that reflects the reasonable costs and losses it has incurred and that it could recover in law. This may differ from the deposit paid and will be dependent on the proximity of the cancellation date to the date of departure. Any difference between the cancellation fee and the deposit paid will be payable in full with immediate effect. In the event of non-payment, legal action will be taken to recover all monies due, plus associated legal costs.

Please note that if we are booking flights on your behalf with an airline which is a "low cost carrier", they will invariably charge more for amendments once the booking has been made and levy severe cancellation charges typically 100% from the point of confirmation. For the avoidance of doubt, when we book a flight with a low cost carrier we are booking that flight on your behalf as your agent, and you are agreeing to that low cost carriers' booking conditions including those setting out their amendment and cancellation charges which are available on their websites.

We will charge you an administration fee of £25.00 per person for any amendments to bookings. We charge you an administration fee of £25.00 for cancellations for flights and 15% of the total price for cancellations for accommodation only plus the relevant charges from the travel provider. Any other cancellations (such as transfers) will be charged at £25.00 per person plus any Travel Provider's fees.

This website is designed to prevent double bookings but not in the event that you return to the start of the process and begin again. In this event no refunds will be issued.

Cancellations made by the supplier

As your agent we will inform you as soon as reasonably possible if your supplier needs to make a significant change to your confirmed arrangements or to cancel them in accordance with their terms and conditions.

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.

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, this must be reported 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 it can be referred to the arbitration scheme arranged by ABTA.

Documentation and 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.

We cannot guarantee the accuracy of such content or descriptions and no warranties are given or implied. Not all details of the relevant services can be included on our website. All services shown are subject to availability.

If you require any further details, in respect of any accommodation or any other services please contact our Customer Services Department providing details of the additional information needed.

Flight tickets are normally sent 10 – 14 days before departure. If you book within 21 days of travel, your tickets may need to be collected from the airport. Some suppliers now issue e-tickets. You will be fully advised at the time of booking. If you have any further queries, please contact our Customer Services Department.

Insurance

You are advised that it is a prerequisite of travel that you are adequately insured and a booking condition of all Travel Providers that appropriate travel insurance is in place prior to travel. Travel insurance is not included in the standard cost of your booking, but you will be offered insurance at the time of booking.

You are also reminded that any cover given under an insurance policy issued through us at the time of booking is only valid once payment for the policy has been made in full. You are not obliged to purchase travel insurance through us, but it will be necessary for you to inform us of the alternative arrangements you have made regarding travel insurance, as this information may be required by the Travel Providers.

We strongly recommend that you take out insurance to cover you and your party against the cost of cancellation by you; the costs of assistance in the event of accident or illness; and any loss of baggage or money. You should also ensure that the insurance cover is suitable for the type of holiday and any activities or excursions planned. Please read your policy details on receipt and take them with you on holiday.

Law and Jurisdiction

These terms of business are governed by English law and the courts of England and Wales have jurisdiction (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.)

Our responsibility

Your contract is with the supplier and its booking conditions apply. As your 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.

Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices.

Special note: Changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

Accommodation ratings and standards

All ratings are as provided by the relevant Travel Provider. 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 Travel Providers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

Please ensure you check the dates and times of check-in and check-out at your chosen accommodation especially in relation to late/early flights to ensure that they meet the needs of your party – any enquiries should be made before accepting the booking.

Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information, such as fire evacuation procedures.

Reconfirming flight

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

Passport, Immigration, Visa and vaccination requirements

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. 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.

Transportation

It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the time by which you should arrive at all points of departure.

If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

Any rail, road and other departure times are supplied by the carriers. They are subject to inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown on your tickets. The timings are estimates only.

The Holiday People Limited Limited does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and type of aircraft on which you will travel.

However if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

Elderly or disabled clients

If you or any member of your party have any disabilities, it is extremely important that we make the necessary arrangements to make your holiday go smoothly.

We must therefore insist that you contact our customer services team on 0191 298 6200 before completing any reservation to ensure compatibility for the holiday that you chose.

Miscellaneous

Conditions of Travel: We reserve the right to require any passenger to produce medical evidence of their fitness to travel. Passengers with a disability, which may require special treatment or assistance, must advise The Holiday People Limited limited in writing of the condition so that appropriate advice and assistance can be given. NB Passengers may be refused passage where as a result of failing to notify The Holiday People Limited Limited appropriate arrangements cannot be made.

The Holiday People Limited Limited has no control over the allocation of airline seats and cannot guarantee any seat requests. Baggage allowance will vary by destination-please check (with the airline used) for details. Passengers are advised that most airlines operate a

non-smoking policy. We reserve the right to determine the hotel, air carrier, flight routing (flights will not necessarily be direct or non-stop) and airport, for all holidays advertised.

Special Requests: Where special requests for flight seats, room allocation, diet considerations etc are required we must be made aware of them at time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, The Holiday People Limited Limited will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed on by The Holiday People Limited Limited to an airline, the confirmation of seat numbers is at the discretion of the airline.

Behaviour: You must not behave in a way that may cause distress or annoyance to others or may create the risk of danger or damage to property. If you are subject to arrest or prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from your accommodation at the discretion of the accommodation management, The Holiday People Limited Limited will not refund any portion of the cost of your holiday and, if The Holiday People Limited Limited incurs any expense because of your behaviour, you will be obliged to compensate The Holiday People Limited Limited for that expenses.

Cruise Bookings: It is the customer's responsibility to settle all of their on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information that may have been provided by you.

You must declare any pregnancy to us at the earliest opportunity as on certain cruise ships carriage of advanced pregnant women is not permitted, typically if the pregnancy is more than 24 weeks at the anticipated return date. We reserve the right to refuse passage on-board to any person who appears to be in advanced stages of pregnancy.

These booking conditions are our responsibility, as your tour operator. They are not issued on behalf of and do not commit 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 its return flight.

Travel Insurance Recommendations: It is highly recommended that you take out adequate travel insurance cover for your trip. This should be done before you travel and you should be aware that it is in your best interest to take this travel insurance out now with immediate effect as you will find that most travel insurance policies offer you an instant cancellation cover for the travel services that you have now purchased.