

# ATOL terms & conditions

## (Agency Name) - Conditions for our Agent Booking Services

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agent booking services with (Agency Name).

**Except where otherwise specified, we act only as agent in respect of all bookings we take and/or make on your behalf.** 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 terms and conditions for our booking services, and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. In most cases that supplier will be The Global Travel Group Limited, whose terms and conditions of supply are detailed below.

These booking conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English law (and no other) will apply to any dispute, claim or other matter which arises between us out of or in connection with your contract or booking.

### Changes by you

If you wish to change any part of your confirmed arrangements, 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 the supplier will be able to meet your requested change as amendments can only be accepted in accordance with the terms and conditions of the supplier. The supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £20.00 per person per change.

**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.**

### Cancellations

If you or any other member of your party decides to cancel your confirmed arrangements or any part of them you must notify the supplier in accordance with their booking conditions. You may also notify us in writing or by email to (agency email address) and we will pass on your notification to the supplier concerned. Since the supplier incurs costs in cancelling your arrangements, the supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £30.00 per person per cancellation. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Car Hire cancellations are also subject to a £25.00 per vehicle cancellation fee, in addition to the suppliers cancellation fee.

### **Booking Fees**

All booking fees are non refundable.

### **If the Supplier Changes or Cancels**

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. (See also the section dealing with 'Flight Plus' bookings below).

### **Our Responsibilities:**

Your contract is with the supplier and its booking conditions will apply. As agent, except as set out in the 'Flight Plus' section below, 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 will not be responsible:-

- (i) where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours or the applicable provider's control;
- (ii) *where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;*

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.

Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

### **Flight-Plus bookings**

#### What is a Flight-Plus?

- (1) 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 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.

(2) If in connection with 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.

(3) 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. (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.)

(4) A flight which begins and ends in the United Kingdom will not form part of a Flight-Plus.

(5) 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 requirements in paragraph (1) are no longer satisfied.

(6) 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.

### Flight-Plus Liability

(a) In these conditions, the failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.

(b) 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 reasonable endeavours to provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.

(c) 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 or the CAA will provide you with suitable alternative transport back to the place of departure or to another return point to

which you have agreed.

- (d) 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 because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your Flight-Plus, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, 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.
- (e) Where suitable alternative arrangements are provided as set out in clauses (b) – (d) above, we will where appropriate, pay you reasonable compensation, to include 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.
- (f) 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.
- (g) 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.
- (h) In some circumstances, the CAA will arrange and fund the obligations set out in clauses (b) to (d) above. In this situation, we are entitled to levy a £25 claims processing fee per passenger which you agree to pay to us if such an event happens. We reserve the right to invoice you for this separately or to deduct it from any refund sums due to you. It will not be appropriate to pay you compensation in the event that the CAA takes on the obligation to provide you with alternative services.
- (i) We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (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 (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).

## **15              Financial Security**

We provide financial security for Flight-Plus bookings by way of a bond held by the Civil Aviation Authority under ATOL number 3973. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the

CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

When you make a Flight-Plus booking you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or the supplier are able to do so for reasons of insolvency an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

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

If you book arrangements other than a Flight-Plus, your monies will not be financially protected by us but may be protected by the supplier of your arrangements.