

## FLIGHT ONLY BOOKING CONDITIONS

### HOLMES TRAVEL LIMITED

#### FLIGHT ONLY TERMS AND CONDITIONS OF BOOKING

YOUR FLIGHT ONLY BOOKING is with Holmes Travel Limited.

##### 1. Our details

Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF, a company registered in England and Wales under company registration number 1576252, a member of ABTA. Office hours are 0900-1730 hours Monday-Friday VAT No. GB 390 5024 68.

##### 2. Your flight booking

2.1 You should contact us to ensure that the flights are available for the dates required.

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

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

2.4 Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport.

2.5 This contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

##### 3. Your financial protection

3.1 Holmes Travel provides full financial protection for our flights, by way of our Air Travel Organiser's Licence number 3498. When you buy an ATOL protected flight from Holmes Travel Ltd., 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.

Holmes Travel, 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 Holmes Travel 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).

If Holmes Travel, 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 Holmes Travel, the travel agent (or your credit card issuer where applicable).

You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

3.2 Not all flights offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking.

##### 4. Your travel price

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

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

4.3 Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure.

4.4 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, 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 travel arrangements, you will have the option of accepting a change to other travel arrangements if we are able to offer this (if this is of equivalent or higher quality you will not have to pay any 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, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse the policy. 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.

Should the price of your travel arrangements go down due to the changes mentioned above, by more than 2% of your travel arrangements 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.

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

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

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

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

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

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges. If you have paid in full then the ticket may be non-refundable. If some refund is due we will process this subject to a £75 fee. Insurance premiums, credit card charges and amendment fees, if any, are non-refundable in the event of a cancellation.

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

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

7.1 It is unlikely that we will have to make any changes to your travel arrangements, but we may 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.

7.2 Changes If we make a major change to your travel arrangements, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your travel arrangements and receiving full refund of all monies paid. In some cases we will also pay compensation (see 6.4 below). These options do not apply for minor changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, changes of carriers. Please note that carriers such as airlines used in advertising may be subject to change.

**7.3 Cancellation** We will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your travel arrangements before this date if, e.g. the minimum number of clients required for a particular travel arrangement is not reached. If your travel arrangements are cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see 6.5 below).

**7.4 Insurance** If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.

**7.5 Compensation** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation depending on the length of time before the date of departure that you are notified of the change or cancellation as detailed below:

0-14 days - £25

15-42 days - £20

More than 42 days - £10.

**6.6** In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers likely to be used as follows:

Air France/KLM

Air Namibia

Botswana Airlines

British Airways

Malaysian Airlines

Singapore Airlines

Sri Lankan Airlines

Virgin Atlantic

Easyjet

**7.7** In accordance with EU Directive - (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU community. The Community list is available for inspection at web address [www.ec.europa.eu/transport/air-ban/list\\_en.htm](http://www.ec.europa.eu/transport/air-ban/list_en.htm) for a list of air carriers banned from undertaking operations within the EU.

**7.8** Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

**7.9 Force majeure** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics.

## **8. Late arrivals/delay**

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

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

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

If you have a problem with any aspect of your flight, please inform the relevant airline. If your complaint cannot be resolved, please follow this up within 28 days of the date you travelled on the flight on which you experienced the problem by writing to Holmes Travel Ltd., 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

## 10. Our liability to you

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 if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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.

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

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) The Montreal Convention in respect of travel by air, which limits the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in this convention.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Holmes Travel Ltd., 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines.

However reimbursement in such cases will not automatically entitle you to a refund of your travel arrangements cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

## 11. Passports, visa and immigration requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. For up-to-date document requirements including permitted duration of stay, travel information and advice please visit website for Foreign Office Travel Advice at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). For general visa, passport and health information visit website [www.ips.gov.uk/cps/rde/xchg/ips\\_live/hs.xsl/index.htm](http://www.ips.gov.uk/cps/rde/xchg/ips_live/hs.xsl/index.htm).

## 12. Health requirements

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

## 13. Insurance

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

## 14. EHIC

If you are travelling in most European countries you will require an EHIC European Health Insurance Card. Please visit [www.ehic.org.uk](http://www.ehic.org.uk).

## 15. Data Protection Policy

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

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

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. Please note that British Airways and other airlines are required by new laws introduced in the US and other countries to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

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

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

## 16. Foreign Office Travel Advice

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

<http://www.fco.gov.uk/en/travelling-and-living-overseas> or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50 pence per minute).

## 17. Flight Only Terms and Conditions of Booking issue date

These Terms and Conditions of Booking were issued June 2019 and relate to departures from July 2019 to June 2020.

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

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