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## HOLMES TRAVEL TERMS OF USE



## **HOLMES TRAVEL LIMITED TERMS OF USE**

Welcome to our website. If you continue to browse and use any part of this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Holmes Travel's relationship with you in relation to this website.

Holmes Travel may change these conditions at any time without giving any notice to you. If you continue to access and use this website you agree to be bound by the most current version of the conditions of use. Please check these conditions from time to time to see if any changes have been made.

The term 'Holmes Travel' or 'us' refers to the owner of the website whose registered office is 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF, a company registered in England and Wales under company registration number 1576252. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- 1. The content of the pages of this website is for your general information and use only. This website does not provide online booking facilities and does not amount to an offer of contract with you in respect of Holmes Travel bookings. The website is subject to change without notice. Any products mentioned in this website are subject to availability.
- 2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 3. Holmes Travel cannot guarantee that the website is free from infection by viruses or anything else that has contaminating or destructive properties. You must not misuse the website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected with the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

- 4. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 5. You agree to provide information that is truthful and accurate. You agree to use the enquiry form on our website to make only genuine enquiries for you or for other persons for whom you are authorised to act. Holmes Travel are unable to ensure or guarantee the security of any information transmitted over the internet. Any information or data which you transmit to or by using this website is done at your own risk and Holmes Travel will not be responsible or liable for damage that may result from transmitting such information.
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- 8. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
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## **AGENCY TERMS OF BUSINESS**



#### **AGENCY TERMS OF BUSINESS**

#### HOLMES TRAVEL LIMITED AGENCY TERMS OF BUSINESS

#### 1. Terms of Business

These are the agency terms on which Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF will make a booking for your travel or holiday requirements, a company registered in England and Wales under company registration number 1576252. Office hours are 0930-1730 hours Monday-Friday VAT No. GB 390 5024 68.

- 1.1 When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator/flight carrier/cruise company/accommodation company) named on your receipt(s). Holmes can book you a package holiday, in which case you will have one contract with the principal, or Holmes can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them.
- 1.2 As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or suppliers' (s') Terms and Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.
- 1.3 Our Terms of Business 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 wish to do so.
- 1.4 All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. Holmes are free to accept that offer on behalf of those suppliers or to reject it.

## 2. Booking Details

- 2.1 When a booking is made all details will be read back to you or put to you in writing awaiting your review and confirmation. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges as shown in Term 12 below. Please ensure that the names given are the same as in the relevant passport.
- 2.2 The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities or dietary or religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other trans-national serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available upon request.

## 3. Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay 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 principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

## 4. Cancellation and Amendment

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge as shown in Term 12 below.

## 5. Insurance

5.1 Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly recommend that you 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 or money; and other expenses.

## 6. Financial Protection

6.1 All the package and Flight-Plus holidays Holmes 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 3498). A Flight-Plus is where you purchase through us, at the same time or within a day of each other, a flight plus overseas accommodation and/or car hire from separate suppliers (i.e. not a package holiday). 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:

<sup>12</sup> We or the suppliers of the services you have bought will provide you with the services ou 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).

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.

## 7. Disability and Special Requests

Please refer to the 'Checklist for Disabled and Less Mobile Passengers' on the ABTA website http://abta.com/resource-zone/publication/checklist-for-disabled-and-less-mobile-passengers for information on the procedure of how to advise Holmes of special requests at time of booking.

## 8. Delivery of Documents

All documents (e.g. invoices/tickets/insurance policies) that require to be posted will be sent to you by First Class Post. Once documents leave our offices Holmes will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

## 9. Passports, Visas and Health

- 9.1 We can provide general information about the passport and visa requirements for your trip. 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. Neither Holmes nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.
- 9.2 Most countries now require passports to be valid for at least 6 months after your return date.
- 9.3 Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details.
- 9.4 We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

## 10. Final Travel Arrangements

- 10.1 Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport.
- 10.2 It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

## 11. Complaints

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish – please contact us at the address given in Term 1 above. If the matter cannot be resolved and it involves Holmes or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA, visit website www.abta.com/home.

## 12. Service Charges

In certain circumstances we apply a service charge for the services we provide. The service charge fee amount which will be communicated to you prior to us taking any action on your behalf in order for you to make an informed decision.



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## AGENCY TERMS OF BUSINESS ACCOMMODATION ONLY



## AGENCY TERMS OF BUSINESS: ACCOMMODATION ONLY

## **HOLMES TRAVEL LIMITED**

## AGENCY TERMS OF BUSINESS ACCOMMODATION ONLY

## 1. Contract

We, 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, will act as an agent in the booking of your accommodation. These terms of business set out the basis on which we arrange your accommodation, acting as an agent. Office hours are 0930-1730 hours Monday-Friday VAT No GB 390 5024 68.

- 1.1 Your contract will be with the accommodation provider/owner (referred to from now on as the principal) and their booking conditions will apply. We advise you to obtain and read those. Please ask us for a copy if you do not have one.
- 1.2 As agent, we accept no responsibility for the provision of the accommodation by the principal with whom you have a contract.
- 1.3 Accommodation that we provide or that is sold through us is not an offer by us to sell any accommodation, but an invitation to you to make an offer to the principals of the accommodation. We are free to accept that offer on behalf of those principals or to reject it.

#### 2. Prices

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

## 3. Making a booking and payment

- 3.1 You should contact us to ensure that the accommodation is available for the dates required.
- 3.2 When you have chosen your accommodation and you make a request to us to book it, you must pay a deposit or the full cost of the booking if you are booking within 8 weeks of your arrival date.
- 3.3 Your booking is confirmed and a contract between you and the principal will exist when the booking is confirmed on the computer or when we send you confirmation invoice on their behalf whichever is the sooner.
- 3.4 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. 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.
- 3.5 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 principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

## 4. Your responsibility for your booking

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these terms of business. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

## 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 principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

## 6. Insurance

6.1 Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly recommend that you 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.

## 7. Disability and Special Requests

Please refer to the 'Checklist for Disabled and Less Mobile Passengers' on the ABTA website http://abta.com/resource-zone/publication/checklist-for-disabled-and-less-mobile-passengers for information on the procedure of how to advise Holmes of special requests at time of booking.

## 8. If you want to change or cancel your booking

Any cancellation or amendment request must be sent to us in writing by email or post and will take effect on the day we receive this during the hours of 9am to 5.30pm Monday to Friday. The principal may charge the cancellation or amendment charge shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements) and in addition you must pay us a cancellation or amendment charge amount which will be communicated to you prior to finally cancelling in order to make an informed decision.

## 9. Changes or cancellations by the principal

We will inform you as soon as reasonably possible. If the principal offers alternative accommodation or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the principal is entitled to assume you wish to receive a full refund.

## 10. Responsibility for your booking

- 10.1 Your contract is with the principal and its booking conditions apply. As agent, we accept no responsibility for the provision of the accommodation by the principal.
- 10.2 Our responsibilities are limited to making the booking in line with your instructions. We also do not accept responsibility for any information about the accommodation 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 of that of any of our employees whilst acting in the course of their employment.

## 11. You indemnify us in the event of damage caused by you

Please be aware that the booking conditions of the principal will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Principals will also often require you to pay for any damage you cause to the accommodation. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the principal or any third party as a result.

## 12. Complaints

Because the contract for your accommodation is between you and the principal, any queries or concerns should be addressed to them via ourselves. If you have a problem whilst on holiday, this must be reported to the principal or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the principal. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish – please contact us at address given in term 1 above. 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, see clause 13.

## 13. ABTA

- 13.1 We are a member of ABTA, membership number D0670. 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.
- 13.2 The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within 18 months of the date of your return from 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 can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on ABTA's website www.abta.com/home.

## 14. Privacy and your personal information

The booking information that you provide to us will be passed on only to the relevant principal or other persons necessary for the provision of your accommodation. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. (If we cannot pass this information on as above, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

## 15. Financial protection

Many of the principals that we act for offer protection for your monies. This means that, if in the unlikely event of their insolvency your accommodation cannot be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.

## 16. 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).



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## FLIGHT ONLY BOOKING CONDITIONS



## HOLMES TRAVEL LIMITED FLIGHT ONLY TERMS AND CONDITIONS OF BOOKING

Your contract is with 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 0930-1730 hours Monday-Friday VAT No. GB 390 5024 68.

#### 1. Your travel contract

- 1.1 You should contact us to ensure that the flights are available for the dates required.
- 1.2 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.
- 1.3 A contract will exist when the booking is confirmed on the computer system or when our confirmation invoice is issued whichever is the sooner.
- 1.4 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.
- 1.5 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.

## 2. Your financial protection

2.1 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where Holmes Travel are not able 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 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.

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

## 3. Your travel price

- 3.1 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.
- 3.2 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 12 weeks prior to departure 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.
- 3.3 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.

## 4. 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.

## 5. If you cancel your booking

You, or any member or your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will be charged a cancellation fee amount which will be communicated to you prior to finally cancelling in order to make an informed decision.

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 minimum £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.

#### 6. If we change or cancel your booking

- 6.1 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.
- 6.2 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.
- 6.3 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 6.4 below).
- 6.4 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:

**British Airways** 

#### Easyjet

- 6.5 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 for a list of air carriers banned from undertaking operations within the EU.
- 6.6 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.
- 6.7 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 disasters, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

## 7. Late arrivals/delay

- 7.1 We cannot accept responsibility for clients missing aircraft due to late arrival at the airport.
- 7.2 For scheduled flights delayed less than 12 hours individual airline policy will apply.

## 8. 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.

## 9. 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) Any relevant international convention, for example 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 these or any conventions.

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 6. If any payments to you are due from us, any payment made to you by the airline will be deducted.

## 10. 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 https://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.

## 11. 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 and 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.

#### 12. 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.

## 13. GHIC (Formerly EHIC)

The UK Global Health Insurance Card (GHIC) lets you get necessary state healthcare in the European Economic Area (EEA), and some other countries, on the same basis as a resident of that country. This may be free or it may require a payment equivalent to that which a local resident would pay.

The UK GHIC has replaced the existing European Health Insurance Card (EHIC). If you have an existing EHIC you can continue to use it until the expiry date on the card. Once it expires, you'll need to apply for a UK GHIC to replace it.

## 14. 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.

## 15. Foreign Office Travel Advice

For up-to-date information about your holiday destination from the Foreign and Commonwealth Travel Advice or visit their website www.fco.gov.uk/en/travelling-and-living-overseas or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p./minute).

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

These Terms and Conditions of Booking were issued January 2014 and updated in September 2025 and are valid until further notice.

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 childs return flight.



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# ACCOMMODATION ONLY BOOKING CONDITIONS



## **ACCOMMODATION ONLY BOOKING CONDITIONS**

## **HOLMES TRAVEL LIMITED**

## TERMS AND CONDITIONS OF BOOKING ACCOMMODATION ONLY

#### 1. Contract

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with Holmes Travel Limited of 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF, a company registered in England and Wales under company registration number 1576252. Office hours are 0930-1730 hours Monday-Friday

VAT No. GB 390 5024 68.

#### 2. Prices

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

## 3. Making a booking and payment

- 3.1 You should contact us to ensure that the accommodation is available for the dates required.
- 3.2 A booking is confirmed and a contract between us exists when the booking is confirmed on the computer system or when our confirmation invoice is issued whichever is the sooner.
- 3.3 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.
- 3.4 The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to your accommodation supplier.

## 4. Your responsibility for your booking

- 4.1 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. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.
- 4.2 The accommodation provided is only for the use of persons named by you and subletting, sharing or assigning is prohibited.
- 4.3 Persons under the age of 18 must be accompanied by an adult.

## 5. Insurance

It is your responsibility to ensure that you and your party are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.

## 6. If you want to change your booking

- 6.1 After our confirmation has been issued, any requests for changes must be sent to us in writing, by email or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of £50 plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can.
- 6.2 If you change the number in your party the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.

## 7. If you want to cancel your booking

The person that made the booking must put this in writing to us, by email or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee amount which will be communicated to you prior to finally cancelling in order to make an informed decision.

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

## 8. If we change or cancel your booking

- 8.1 We reserve the right to change or cancel your booking.
- 8.2 Subject to the note below, if we make a change and you do not want to accept it, you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive) or a refund of the money you have paid to us. This does not apply where the change is not material.

Examples on non-material changes include, but are not limited to, temporary withdrawal of facilities or seasonal unavailability of amenities.

- 8.3 Subject to the note below, if we have to cancel, again we may be able to offer you an alternative. If you accept it, you would pay the difference if it was advertised at a higher price than your original accommodation, or receive a refund of the difference if it was advertised at a lower price. Or we will refund the monies you have paid us for your accommodation.
- 8.4 We will not be responsible to pay any compensation following a change or a cancellation by us. Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us.

Note: If a change or cancellation occurs because of circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

## 9. Our responsibility for your booking

- 9.1 We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others.
- 9.2 We also have no liability in the following situations:
- (a) where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8).
- (b) where you incur any loss or damage that could not have been foreseen at the time of your booking based on the information provided by you.
- (c) where you incur any loss or damage that relates to any business activity.
- (d) where any loss or damage relates to any services which do not form part of our contract with you.
- 9.3 If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.

#### 10. Behaviour

10.1 When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given.

Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated.

- 10.2 If you cause damage to the accommodation in which you are staying, you must:
- (a) fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later.

You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.

## 11. Check-in and check-out

Check-in times are usually between 2 p.m. and 4 p.m., check-out times usually between 10 a.m. and 12 noon on the day of departure. Therefore, if you check-in immediately after a night flight this would normally count as one night's accommodation. Similarly if your return flight is at night you will normally be required to vacate your room at check-out time prior to leaving for the airport. Day rooms are subject to availability/cost and should be arranged locally with the accommodation management.

## 12. Complaints

12.1 If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you are there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Holmes Travel Limited, 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 identify your concerns quickly and speed up our response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular clause 9 above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care.

12.2 Any dispute or claim arising out of this contract that cannot be settled between us can be referred by you to ABTA arbitration (see clause 14) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (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).

#### 13. Financial protection

- 13.1 The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, if in the unlikely event of our insolvency your accommodation cannot be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.
- 13.2 Not all travel services offered and sold by Holmes will be protected by the ABTA scheme. Please ask Holmes to confirm what protection may apply to your booking.

#### 14. ABTA

- 14.1 We are a member of ABTA, membership number V8957. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.
- 14.2 We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website www.abta.com/home.

The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for any 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within 18 months of the date of your return from 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 can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com/home.

## 15. Passports, Visas and Driving Licences

You are responsible for the provision of all necessary valid documents. We cannot accept responsibility if you are refused passage on any transport or entry into any country due to the failure on your part to carry the correct documentation. If failure to do so results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly. Please visit website www.gov.uk/foreign-travel-advice for Foreign Office Travel Advice. For general visa, passport and health information visit website www.ips.gov.uk/cps/rde/xchg/ips\_live/hs.xsl./index.htm

## 16. Health requirements

You are responsible for obtaining the necessary vaccinations and clearance to travel. Further travel advice can be found on the Travel Health Pro website - <a href="https://www.nathnac.org/">www.nathnac.org/</a>. 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.

## 17. GHIC (Formerly EHIC)

The UK Global Health Insurance Card (GHIC) lets you get necessary state healthcare in the European Economic Area (EEA), and some other countries, on the same basis as a resident of that country. This may be free or it may require a payment equivalent to that which a local resident would pay.

The UK GHIC has replaced the existing European Health Insurance Card (EHIC). If you have an existing EHIC you can continue to use it until the expiry date on the card. Once it expires, you'll need to apply for a UK GHIC to replace it.

## 18. Data Protection Policy

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

Holmes take full responsibility for ensuring that proper security measures are in place to protect your information. Holmes must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, 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 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. Holmes 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 laws introduced in the US and other countries to give border control agencies access to passenger data. Accordingly any information Holmes hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary.

(If Holmes cannot pass this information to the relevant suppliers, whether in the EEA or not, Holmes cannot provide clients 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.

## 19. Foreign Office Travel Advice

For up-to-date information about your holiday destination from the Foreign and Commonwealth Travel Advice or visit their website www.fco.gov.uk/en/travelling-and-living-overseas or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p./minute).

## 20. Disability and Special Requests

Please refer to the 'Checklist for Disabled and Less Mobile Passengers' on the ABTA website http://abta.com/resource-zone/publication/checklist-for-disabled-and-less-mobile-passengers for information on the procedure of how to advise Holmes of special requests at time of booking.

## 21. Accommodation Only Terms and Conditions of Booking issue date

These Terms and Conditions of Booking were issued January 2014 and updated in September 2025 and are valid until further notice.



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# PACKAGE HOLIDAY BOOKING CONDITIONS



## PACKAGE HOLIDAY BOOKING CONDITIONS

#### HOLMES TRAVEL LIMITED PACKAGE HOLIDAY TERMS AND CONDITIONS OF BOOKING

Your contract is with 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 0930-1730 hours Monday-Friday VAT No. GB 390 5024 68.

#### 1. Your travel contract

- 1.1 You should contact us to ensure that the travel arrangements are available for the dates required.
- 1.2 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.
- 1.3 A contract will exist when the booking is confirmed on the computer system or when our confirmation invoice is issued whichever is the sooner.
- 1.4 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.
- 1.5 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.

#### 2. Your financial protection

2.1 Holmes Travel provides full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 3498. When you buy an ATOL protected flight or flight inclusive holiday from Holmes 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where Holmes Travel are not able 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 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. ABTA

We are a Member of ABTA, membership No. D0670. 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 this contract. The arbitration scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can, however, deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within 18 months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found www.abta.com .

## 4. Your holiday 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 holiday that you wish to book before your contract is confirmed.
- 4.2 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 12 weeks prior to departure 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.

## 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 or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £50, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

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

#### 6. If you cancel your holiday

You, or any member or your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will be charged a cancellation fee amount which will be communicated to you prior to finally cancelling in order to make an informed decision.

Cancellation of certain travel arrangements can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges.

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 holiday

- 7.1 As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.
- 7.2. Changes If we make a major change to your holiday, 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 holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see 7.5 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, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in our advertising may be subject to change.
- 7.3 Cancellation We will not cancel your travel arrangements less than 8 weeks prior your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g. the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is 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 7.5 below).
- 7.4 Insurance If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of you travel insurance premiums if you can show that you are unable to transfer or reuse your policy.
- 7.5 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:

Virgin Atlantic

**British Airways** 

Singapore Airlines

- 7.6 In accordance with EU Directive (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU community. The Community list is available for inspection at web address http://ec.europa.eu/transport/modes/air/safety/air-ban/index\_en.
- 7.7 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.
- 7.8 Force majeure 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 disasters, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

## 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 during your holiday, please inform the relevant supplier (eg - your hotelier or airline). If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Holmes Travel Ltd., 42G Barrack Square, Martlesham Heath, Ipswich IP5 3RF giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please see clause 3 above on ABTA.

## 10. Our liability to you

10.1 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) Any relevant international convention, for example The Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of 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 these or any conventions.

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 Telephone 01473 610666.

10.2 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 holiday 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.

NB - This clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 11. Prompt assistance in resort

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 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.

#### 12. 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.

## 13. 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, Commonwealth and Development Office Travel -  $\frac{https://www.gov.uk/government/organisations/foreign-commonwealth-development-office}{https://www.gov.uk/government/organisations/foreign-commonwealth-development-office}$ 

## 14. 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 and 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.

## 15. 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.

## 16. GHIC (Formerly EHIC)

The UK Global Health Insurance Card (GHIC) lets you get necessary state healthcare in the European Economic Area (EEA), and some other countries, on the same basis as a resident of that country. This may be free or it may require a payment equivalent to that which a local resident would pay.

The UK GHIC has replaced the existing European Health Insurance Card (EHIC). If you have an existing EHIC you can continue to use it until the expiry date on the card. Once it expires, you'll need to apply for a UK GHIC to replace it.

## 17. 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.

## 18. Foreign Office Travel Advice

For up-to-date information about your holiday destination from the Foreign and Commonwealth Travel Advice or visit their website www.fco.gov.uk/en/travelling-and-living-overseas or alternatively contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p./minute).

## 19. Package Holiday Booking Conditions issue date

These Terms and Conditions of Booking were issued January 2014 and updated in September 2025 and are valid until further notice.

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.



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## HOLMES TRAVEL PRIVACY POLICY



## HOLMES TRAVEL LIMITED PRIVACY POLICY

This privacy policy sets out how Holmes Travel Ltd. uses and protects any information that you give Holmes Travel when you use this website.

Holmes Travel is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with our privacy statement.

Holmes Travel may change this policy occasionally by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from November 2010 and has been reviewed in September 2025.

## **Personal Information**

We collect personal information, such as your name, address and email address only when you use our website to send us an enquiry. We will use that information to respond to your message and to help us to get you the information or services you have requested and in particular for the following reasons:

- 1. Internal record keeping.
- 2. We may use the information to improve our products and services.
- 3. We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided if you have agreed to this.

#### Security

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use our reasonable endeavours to try to prevent unauthorised access.

## Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

#### How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic. We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to decline or accept cookies. Most web browsers automatically accept cookies but you can usually modify your browser settings to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- 1. Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes.
- 2. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at hello@holmestravel.co.uk.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Holmes Travel Ltd., 42G Barrack Square, Martlesham Heath, Ipswich, Suffolk IP5 3RF.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.



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