

The following Booking Conditions together with our and any other written information we brought to your attention before we confirmed your booking govern your booking with Abercrombie & Kent Ltd, a company registered in England with company no: 1082430 and registered office address of St Georges House, Ambrose Street, Cheltenham GL50 3LG (“we” “us” and “our”). Please read them carefully as they set out your respective rights and obligations.

References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them. References to “Travel Arrangement(s)” in these Booking Conditions are to the accommodation, transport, activities, excursions and other services we can arrange for you. References to “Supplier/Principal” means the third-party supplier of the Travel Arrangements including, but not limited to, accommodation providers, transfer providers, car hire companies and attraction providers.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- a. has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements and passport information) and that where necessary we may disclose such personal data to our suppliers;
- c. where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note: We act only as an agent in respect of all bookings we take and/or make on your behalf however, our obligations to you in relation to your booking depend on what you book with us.

### **Single Component Accommodation-Only Bookings**

You can also book accommodation with us as a single component booking. This will not be a package holiday and as such does not have any of the rights or protections afforded to package holidays under the Package Travel and Linked Travel Arrangements Regulations 2018. For single component bookings, we will always act as an agent on behalf of the Supplier/Principal of the accommodation. Please see **Section A** for the terms and conditions which apply to your booking. As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us and we have tried to set them out below as clearly as possible:

### **1. Your Contract**

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you. Your suppliers terms and conditions are available on request. Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

As an agent we accept no liability or responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal.

### **2. Booking**

When you make a booking, you will have the opportunity to review/confirm all the details of the booking before making payment. Once you have reviewed and confirmed these details and made payment, we will proceed to make the booking with the Supplier/Principal.

Please check that all names, dates, timings, accommodation details are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements and passport details. In making this booking, you consent to this information being passed on to the relevant persons. 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 transnational 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 Supplier/Principals, whether in the EEA or not, we will be unable to provide your booking. Please click [here](#) for full details of our [Privacy Policy](#)

### **3. Payment**

In order to book your chosen Travel Arrangements, you must pay a deposit or full payment as required by the Supplier/Principal of the Travel Arrangements. You must also pay all applicable insurance premiums and booking fees.

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 inform the Supplier/Principal(s) who may cancel your booking and charge the applicable cancellation fees (as set out in the Supplier/Principal's terms and conditions), and you will also be required to pay an administration charge to us of £50 per person.

Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal concerned.

#### **4. Errors & Omissions**

We take reasonable steps to ensure that any information, photographs, or any other details about Travel Arrangements featured on the website, described over the telephone or featured in any of our marketing publications is accurate. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this site, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on such incorrect price will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid. We make no warranties or promises as to the availability or suitability of any Travel Arrangements advertised. We reserve the right to change or vary the price, accommodation, or any other arrangements featured on our website, discussed with you over the telephone or printed in any of our publications at any time without notice. You agree that it is your responsibility to ensure that all the details of your chosen accommodation are confirmed with us at the time of booking.

#### **5. Prices**

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen Travel Arrangements at the time of booking.

#### **6. Insurance**

We cannot emphasise enough the importance of purchasing comprehensive travel **insurance** prior to date of travel. This **insurance** should be commensurate to the value of your booking, and cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability, and travel document **insurance**. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities while on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant **insurance**. Note that special **insurance** may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your **insurance** details with you while on holiday.

If you choose to travel without adequate insurance cover, neither the Supplier/Principal nor we will be liable to you for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **7. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. We will pass your request on to the Supplier/Principal, but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the Supplier/Principal is not confirmation that the request will be met.

## **8. Excursions**

Please note that when you book an excursion locally you contract with the local company providing that excursion and not us. We have no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions. We will, at our discretion offer advice, guidance and assistance if you or any member of your party suffer death, illness or injury arising out of an activity which does not form part of your holiday with us, or an excursion arranged locally. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, or benefits received and any relevant insurance policy to us. We limit the cost of our assistance to you or any member of your party to £5,000.

## **9. Fitness to Travel and Medical Conditions**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen Travel Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Supplier/Principal's behalf or, if you did not give us full details at the time of booking, we will inform the Supplier/Principal who may cancel it and impose applicable cancellation charges, when we become aware of these details.

## **10. Changes and Cancellations by You**

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £50.00 per person per booking for any amendments to bookings or full cancellation of the booking. We will notify you of the exact charges at the time of amendment or cancellation.

Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

### **11. Changes and Cancellations by the Supplier/Principal**

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

### **12. Our Service Charges**

In certain circumstances we apply a service charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal, as follows:

<b>SERVICE</b>	<b>CHARGE</b>
Chalet, Hotel or Full Cancellation	Supplier/Principal's charge + £50 per person
Amendment	Supplier/Principal's charge + £50 per person

### **13. Complaints**

As the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns about your Travel Arrangements should be addressed to them in the first instance. If you have a problem with your Travel Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you. If you remain unsatisfied, you can inform us, via our [Client Relations Manager](#) as soon as possible and, in any event, within 28 days of your return to the UK whereby we will endeavor to assist in our capacity as an agent by liaising with the Supplier/Principal on your behalf.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 29 for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

#### **14. Our Responsibility for your Booking**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected).

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Please be aware that we accept no responsibility or liability for any destination that imposes access restrictions or otherwise hinders peaceful enjoyment of destination services and facilities based upon race, gender or sexual preference. We will provide general information in line with our obligations, however, you accept that it is your responsibility to thoroughly research your intended destination to ensure that it satisfactorily meets your holiday needs and requirements

#### **15. Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as pandemic, epidemic or the outbreak of serious disease at the travel destination or the departure destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: Please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

#### **16. Visa, Passport and Health Requirements**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements

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

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on [0870 521 0410](tel:08705210410) or visit <https://www.gov.uk/browse/citizenship/passports>. Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov>. For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Destinations Office, visit <https://www.gov.uk/travelaware>.

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

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

#### **17. Law and Jurisdiction**

This contract and any matters arising from it are governed by the laws of England and Wales and are subject to the jurisdiction of the Courts of England and Wales.

#### **18. Accommodation Ratings and Standards**

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

#### **19. Documentation & Information**

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

#### **20. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice regarding the safety of the

countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 15).

### **21. Your Behaviour**

You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the Supplier/Principal's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Supplier/Principal reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Supplier/Principal prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **22. Your Obligations**

Please ensure that ALL documentation is thoroughly read and understood. It is your responsibility to inform us of any discrepancies. Please note some suppliers may charge for amendments and unfortunately in these circumstances, the client will be responsible for any additional charges. Please ensure that you arrive in good time for your departure, we cannot be held responsible for your failure to do so.

### **23. Transfers**

There are no transfers included in your holiday cost unless otherwise stated. If you have not booked a transfer, on arrival at your destination you will normally find taxis just outside the terminal building. To avoid getting overcharged, it is advisable to agree a cost before you take the journey. If you would like to add transfers to your holiday, please contact your travel consultant.

### **24. Car Hire**

Please note that if you are hiring a car then you will need to supply a credit card as security when you collect the car. No money will be taken from the card without your consent (all details will be covered when you sign your agreements before taking the car). In most destinations, you need to be over 21 to hire/drive a car. It is always best to double check the age limit before booking.

### **25. Other Suppliers**

(a) As between you and the suppliers of the transport, accommodation, and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the supplier's liability. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

(b) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered for free.

## **26. Call Recording**

To ensure that we carry out your instructions accurately, to help improve our service and in the interest of security, we may monitor and/or record: your telephone calls and customer transactions and activities on our website. All recordings are and shall remain our sole property. Please see our [Privacy Policy](#)

## **27. Data Protection**

(a) 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 your 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 hotels, transport companies, and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and 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. We will not, however, pass any information on to 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. If, however, we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. Please note that where information is also held by your travel agent, this is subject to your agent's own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this, please contact the Company during normal working hours.

(b) The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory, and business requirements, this information will be securely deleted as soon as it is no longer required. However, it is necessary for the Company to retain your debit/credit card details for a reasonable period of time after the conclusion of your stay, and you consent to such retention, in the event that any costs referred to in clause 21 above are incurred and you fail to settle these directly with the supplier, in order that the Company can debit your card for the relevant amount. This will be reviewed on a regular basis to ensure that the information is not kept longer than is strictly necessary for the purposes set out above.

Please note that where information is also held by a travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this, please contact us.

## **28. Financial Protection**

We provide full insolvency protection for accommodation only bookings by way of a bond held by ABTA Limited of 30 Park Street, London, SE1 9EQ. Our ABTA number is V6398. Please visit [www.abta.com](http://www.abta.com) for further information.

## **29. ABTA**

We are a Member of ABTA, membership numbers V6398. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **30. Covid-19 Acknowledgement**

Guest must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by our staff during their journey. Guest may not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. Guest must maintain adequate physical distancing and frequently wash or sanitize hands during their journey. Masks are required in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible and in accordance with local regulations. Noncompliance with these measures will result in not being able to continue on the journey. Guest voluntarily assumes all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with COVID-19.