

## BOOKING CONDITIONS

*YOUR CONTRACT IS WITH HALSBURY TRAVEL LIMITED (Registered No.202208 England) We also trade as Halsbury Ski, Halsbury Sport, Halsbury Music and Tours 4 Sport ('Halsbury', 'we', 'us').*

When you, the Party Leader, 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. As Party Leader you must be over 18 and a resident of the United Kingdom. A contract will exist between us as soon as we issue our confirmation invoice. 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 wish to do so.

We are the package organiser, with responsibilities to you as set out in these Booking Conditions and in accordance with the Package Travel and Linked Travel Arrangements 2018 ("PTRs").

It is our duty as the package organiser to ensure that you have been provided with all details set out here

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/1> before the booking is made. If you have not been given sufficient information please let us know immediately.

You should also be provided with all the following information as set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/5> which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately.

More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

## YOUR CONTRACT WITH US.

### 1.PAYMENT TERMS

a.Non refundable deposits as detailed in our quotation are required to confirm reservations. (There may be one or multiple sets of deposits depending on the length of the tour.)

b.Balance of payments are required 10 weeks before departure, or, in case of booking made after this time, immediately upon receipt of our acceptance.

### 2.CHANGES REQUESTED BY YOU

We will be as flexible as possible with regards to changes. Should you wish to make any changes to your confirmed booking please notify us as soon as possible in writing and we will do our utmost to meet your requests but it may not always be possible. You will be asked to pay an administration charge of £25 and any further costs we incur from the relevant supplier/s in making the 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. If you want to make any alteration to the details of your booking which we have confirmed we might be liable for cancellation charges on your behalf (for example some flights are not able to be amended once booked), and therefore under such circumstances we must reserve the right to treat the original booking as cancelled by you and make cancellation charges as shown below in section 4. You will be notified of any non refundable costs prior to booking.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

### 3.CANCELLATION BY YOU

If you cancel your booking, we will normally retain all deposits and we reserve the right to make cancellation charges as shown below in section 4, dependent upon the date that written notification of cancellation is received by us.

### 4.CANCELLATION TERMS

Verbal notification of cancellations must be confirmed in writing to us within 48 hours. You will be asked to pay an administration charge of £25 and any further costs we incur from suppliers in making the alteration. If our 'Book with Confidence' promise applies to your package, you will be told upon booking.

If any cancellation brings the number of paying passengers below the minimum number required for a given price or set of concessions for accompanying adults, the tour price and concessions will be adjusted accordingly and a supplementary payment may be required.

After written notice of cancellation received by us the following scale of charges will apply per cancelled place.

#### Tours (excluding Day Trips)

After payment of first deposit and up until 6 weeks

after date of booking (& in any case,

more than 10 weeks before departure): Loss of first deposit.

Between 6 weeks after booking and

up until 10 weeks before departure:

Loss of 50% of invoiced price.

Between 2 & 10 weeks before departure:

Loss of 75% of invoiced price.

Within 2 weeks of departure:

Loss of 100% of invoiced price.

#### Day Trips

After payment of 1st deposit and

up until 10 weeks before departure:

Loss of deposits.

Between 2 & 10 weeks before departure:

Loss of 50% of invoiced price.

Within 2 weeks of departure:

Loss of 100% of invoiced price.

Within 2 weeks of departure:

100% of total sum payable.

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

### 5.RESPONSIBILITIES OF PARTY LEADERS

The Party Leader is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements and for ensuring that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in the obtaining of such documentation must be paid by you. The Party Leader is responsible for ensuring that the party reaches the starting point of the tour at the correct time. The Party Leader is responsible for the supervision of the party and shall take reasonable steps at all times during the tour to prevent damage or disturbance. Full payment for any such damage or loss caused by the party must be paid directly at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with your own and the other party's full legal costs) as a result of your actions.

In the event of any party member behaving in such a way as is likely (in our reasonable opinion or the reasonable opinion of any person in authority) to cause offence, damage, or distress to others, we reserve the right to terminate that person's tour arrangements and we will not be liable to complete their tour arrangements and will not be liable for any refund, compensation, or any other costs you have to pay.

You must further ensure that you and your party observe all local laws and regulations which apply to you and your party including the consumption of alcohol. Subject to local laws and regulations you must ensure that no member of your party who is under 18 years consumes alcohol unless you have the written agreement of their parent or guardian that they may do so. Alcohol must not, however, be drunk to excess. You must ensure that no member of your party smokes or vapes in bedrooms or any other area where smoking or vaping is not permitted.

We cannot accept liability for the behaviour of others in your accommodation or in any other aspects of your booking or if facilities are removed.

### 6.FINANCIAL PROTECTION

We provide full financial protection for our packages.

### Flight Inclusive Packages

We provide financial protection for our flight inclusive packages by way of our Air Travel Organiser's Licence number 5079, issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 0YR, telephone 0330 022 1500, email enquiries@caa.co.uk. When you buy an ATOL protected flight inclusive package 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.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

### Non-flight Packages

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Halsbury Travel Limited, number 5493, and in the event of their insolvency, protection is provided for non-flight packages.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Halsbury Travel Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/634/contents/made>

You can find out more about ABTOT here: <https://www.abtot.com/>

### OUR COMMITMENT TO YOU

#### 7.ACCEPTANCE FOR BOOKING

We confirm the details of your booking as soon as possible after we receive your initial deposit and booking form duly completed and signed by you.

#### 8.PRICE CONDITIONS

Changes in the prices of all tours after you have booked are subject to surcharges for increases in the price of the carriage of passengers resulting from changes to the cost of fuel, or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates. However, there will be no change within 20 days of your departure.

Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means that you have to pay more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or may cancel your travel arrangements and receive a full refund of all monies paid, except for any premium paid to us for holiday insurance and any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date of the written notification of the price increase. Any surcharge must be paid within 14 days of issue of the surcharge invoice or by the balance payment due date, whichever is the later.

Should the cost of your holiday go down by more than 2% due to changes in any of the elements mentioned above, then any refund due will be made. Please note that some elements of your package may be contracted in sterling rather than local currency and some apparent changes will have no impact on the cost of your travel or other elements.

#### 9.CANCELLATION OR CHANGES MADE BY US

It is unlikely that we will have to make any changes to your travel arrangements except for reasons beyond our control. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date that we become aware of them. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for unavoidable and extraordinary circumstances, failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the tour description, along with the time limit for us to tell you if the package has to be cancelled.

If we are unable to provide the booked travel arrangements, 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). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this section.

Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other 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 standard.

If we make a significant change to your tour, 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 booked tour and receiving a full refund of all monies paid. In all cases, except where the major change arises due to unavoidable and extraordinary circumstances, we will pay compensation as detailed below:

Period before departure within which Compensation per full fare paying a major change is notified passenger

More than 10 weeks NIL

5 – 10 weeks £4

3 – 4 weeks £6

2 weeks or less £8

Very rarely, we may be forced by unavoidable and extraordinary circumstances to change or terminate your holiday after departure but before the scheduled end of your time away. If this extremely unlikely situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

### 10.LIABILITY

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel arrangements included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel arrangement suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel arrangements is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Additionally we cannot accept liability for any business losses.

Our liability, except in cases involving death, injury or illness shall be limited to a maximum of three times 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 travel arrangements that make up your package. 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.

You also 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 published at UK and EU airports and will also be available from airlines. **However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your tour cost from us.** Your right to a refund and/or compensation from us is set out in section 6. If any payments to you are due from us, any payment to you by the airline will be deducted from this amount.

It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with Condition 11 "Complaints". Where any payment is made to you or any member of your party, that person (and their parent or guardian if applicable) will assign to us or our insurers any rights they may have to pursue any third party. In addition you must give us and our insurers your full co-operation.

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. 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, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB this entire section 10 does not apply to any separate contracts that you may enter into for excursions or activities whilst on your package.

### 11.DEALING WITH COMPLAINTS

Halsbury is an independent Tour Operator. We do our best to act at all times in the best interest of our customers and jealously guard our good reputation. We expect that you and your party will enjoy a trouble-free and successful tour. However if you have any complaint you must inform us and the supplier of the service in question immediately so that the problem can be quickly resolved in the location that it arises. 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 at the tour location and this may affect your rights under this contract. Notice in writing of any claim or dispute arising out of this contract must be received by us within 28 days of the date upon which the tour ended. Please also see section 13 in relation to ABTA.

### 12.PASSPORT, VISA, IMMIGRATION & HEALTH REQUIREMENTS

Your specific passport, visa, and other immigration requirements together with any health/vaccination requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates including requirements for any member of the party who is not a British citizen or does not hold a British passport. **We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.** If failure to have any necessary travel or other documents results in fines surcharges or other financial penalties being imposed on us you will be responsible for reimbursing us.

### 13.ABTA

We are a Member of ABTA, membership number V2645. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information please see [www.abta.com](http://www.abta.com). 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).

### 14.EXCURSIONS

We are responsible only for any excursions that are pre-booked by you and included in your package. Other tours that you may choose to book or pay for whilst you are on tour are not part of your package provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. If you are at all unsure about who is providing any excursion, please do not hesitate to contact us.

### 15.EXPLICIT CONSENT – PERSONAL DATA

When you make a booking with Halsbury Travel Ltd, some of the personal data that you provide (including but not limited to Medical and Dietary Information), will need to be passed to, processed and stored by relevant third party suppliers. By booking your tour with us you also agree to our Privacy Policy that can be found here <https://www.datocms-assets.com/57366/1671713076-privacy-policy-cookie-policy-gdpr.pdf>