



ACCOMMODATION ONLY AND TRANSFER ONLY BOOKING TERMS & CONDITIONS

Introduction

These Booking Terms & Conditions, together with any other information brought to your attention including our Important Travel Information document when you booked, forms the basis of your contract with Travel Counsellors Ltd (a company incorporated in England and Wales, with registered number 2133414 and registered office at Travel House, Churchgate, Bolton, Lancashire, BL1 1TH), hereafter, in these Booking Terms & Conditions, called "Travel Counsellors", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by Travel Counsellors subject to these Booking Terms & Conditions. In these Booking Terms & Conditions references to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking, however in some countries such as the USA, the lead-named person must be at least 21 at the time of booking) and all persons on whose behalf a booking is made. All passenger names on the travel documentation must be the same as per their passport details. Travel Counsellors Ltd acts as booking agent on behalf of all suppliers and your contract will be directly with those accommodation and transfer suppliers. Please note your booking is also subject to the terms and conditions outlined by your respective chosen suppliers which are available on request.

1. Financial Protection

Travel Counsellors Trust Fund, which is independently administered by the Barclays Bank Trust Ltd, guarantees a 100% financial protection so that in the event that one of our approved suppliers fails, or if Travel Counsellors Ltd fails, and you do not receive what you have paid for, you are guaranteed to get your money back.

2. Pricing and Accuracy

We endeavour to ensure that all the information and prices that we give to you are accurate, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances. The price quoted to you at the time of booking and the price subsequently confirmed in writing on your confirmation invoice is based on negotiated contract rates with our suppliers. We have no control or jurisdiction over prices charged locally for the same or similar service whether it be for the accommodation, transfer or other service and we will accept no responsibility or liability for differing prices. We do not accept responsibility for tourist taxes, resort fees or similar payable in resort. These additional costs are not included in your invoiced price (unless they are itemised on your paperwork) and must be paid for by you and are subject to change at any time. We reserve the right to impose surcharges to cover increases in or caused by, but not limited to, the following: government action, currency exchange rates, transportation costs or local taxes. In all cases we will absorb an amount equivalent to up to 2% of the invoice price (excluding insurance premiums and amendment charges). Only amounts in excess of 2% will be passed to you and should this figure exceed 10% of the invoice price (excluding insurance premiums and amendment charges) you will be entitled to cancel the booking and receive a full refund of all monies paid (excluding insurance premiums and amendment charges). If you choose to cancel in these circumstances, you must do so within 14 days of the issue date on the surcharge invoice. We will not impose any surcharge within 14 days of departure.

3. Booking and Payment

Prices are quoted in full at the time of the booking. If you book more than 12 weeks before departure, a deposit of £25 per component is required at the time of booking. You must pay the balance at least twelve weeks before your departure. If you book within 12 weeks of your date of departure, you must pay the full price at the time of booking. If you fail to pay any remaining amount owed by the balance date due, we are entitled to cancel your booking and the cancellation charges set out in clause 11 below will apply.

For peak dates (such as Christmas and New Year) and during trade fairs and exhibitions and special events, special payment conditions may apply which may supersede all or part of these conditions. For instance full payment may be required at the time of booking and 100% cancellation charges may apply (for those dates falling within the trade fair, exhibition or special event). Any amendments to confirmed reservations may also be treated as cancellations; you will be advised at the time of booking whether special conditions apply.

4. Your Contract

After we have received your deposit or full payment and issued a confirmation invoice, a binding contract between you and the supplier comes into existence effective from the date printed on the invoice. The accommodation and/or transfer supplier is then responsible for providing you with the service you have booked. The supplier information along with relevant instructions and contact details are provided within your travel documentation.

5. Our Responsibility to You

As we are acting only as a booking agent we have no liability for any of the accommodation or transfer arrangements and in particular no liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence. Any claim for damages for injury, illness or death, arising from your stay in the accommodation or from your transfer, must be brought directly against the supplier and will be under the jurisdiction of the law of the country in which the accommodation or transfer company is based. For transfer bookings, it is your responsibility to be aware of the conditions of the service on arrival in resort and where applicable to re-confirm your booking usually at least 48 hours before departure. Failure to do so may result in the service not being provided and we will not be liable for additional costs or any losses you suffer (including for example missed flights) due to your failure to follow the instructions or to allow sufficient time for your transfer journey. Reconfirmation, joining and pick-up instructions will be clearly detailed on your transfer voucher.

6. Important Notice in Respect of Limits on Liability

As a booking agent, we have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the accommodation or transfer unless we have negligently failed to select a normally competent provider.

7. Changes and/or Cancellation by Us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your booking many months ahead, our suppliers may have to make alterations both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. In the event that we are notified by the accommodation and/or transfer supplier that they cannot fulfil the booking, we will contact you as soon as possible. Dependent on the individual supplier terms & conditions, you may be offered the option of alternative arrangements or full cancellation. If you have a transfer reservation that needs to be altered due to a change to your accommodation, we will endeavour to arrange this for you providing at least 24 hours notice can be given and the transfer supplier is able to confirm availability. Any differences in cost will be your responsibility to cover, however full consideration will be given to the circumstances of the change before any additional charges are made. Please note that Travel Counsellors Ltd is not liable for any additional costs or for any loss charged to you to amend your independent travel arrangements, including flights booked separately, due to the alteration to, or cancellation of, your accommodation or transfer by the supplier.

8. Force Majeure

Except where otherwise expressly stated in these booking terms and conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosoever any or the same may arise or be caused, requisitioning of the vessel, inability to secure or failure or supplies including fuel, and all similar events outside our or the supplier(s) concerned control. Advice from the United Kingdom Foreign & Commonwealth Office to avoid travel to or to leave a particular country may constitute Force Majeure. We will follow the advice given by the United Kingdom Foreign & Commonwealth Office.

9. Travel Insurance

It is a condition of your contract with us that you and all members of your party have insurance cover for the duration of your trip and it is advisable that insurance is purchased at the time of booking to protect you against the possible loss of monies due to unforeseen cancellation. All policies should include full medical cover specific to the individual needs of each member of your party and the type of activities you and your party will be undertaking as part of your trip.

We would be pleased to offer you an insurance policy but if you choose to arrange your own insurance, please ensure that it provides adequate and suitable cover. We do not check individual insurance policies however we reserve the right to request written details (insurer's name, policy number and emergency contact number) of your policy.

You will be responsible for indemnifying us in full against any losses, damages, expenses, costs and all liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expense suffered or incurred by us arising out of:

- (a) your (you and all members of your party) failure to take out appropriate insurance
- (b) your (you and all members of your party) insurance cover being deemed to be invalid and or inadequate
- (c) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the above which is attributable to the acts or omissions of you and your party.

10. Changes by You

If you wish to change any part of your accommodation and transfer arrangements after our confirmation invoice has been issued, you must inform us in writing or by email as soon as possible. This should be done by the person who made the booking. Whilst we will do our best to assist and liaise with the relevant supplier, we cannot guarantee that the supplier will be able to meet your requested change. If the supplier is able to make the change, in addition to potential charges from the supplier, subject to their terms & conditions, Travel Counsellors administration charge of £25 per booking will also apply. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and cancellation fees will be payable as set out in Section 11 Cancellation by You.

11. Cancellation by You

If you or any other member of your party wishes to cancel your confirmed booking the person who made the booking must notify us in writing (we recommend Special Delivery to ensure that you cancellation notice reaches us in good time) or by email as soon as possible. Your notice of cancellation will only take effect on the day it is received and cancellation charges will be applied from this date. Please note that insurance premiums and amendment charges are not refundable in the event of cancellation. We recommend that you take out appropriate travel insurance to cover such charges as you may be able to claim back the cancellation fees if the reason for cancellation is covered by your insurance policy.

Period before departure that notice of cancellation is received	Cancellation charge
Prior to eight weeks before departure	Loss of deposit per component
Within eight weeks of departure date	25% of the gross price per component
Within six weeks of departure date	50% of the gross price per component
Within four weeks of departure date	75% of the gross price per component
Within two weeks of departure date	100% of the gross price per component

12. Curtailment

If you cut short your travel arrangements and return home early in circumstances where you have no reasonable cause for complaint, we are unable to offer you a refund for the portion of the arrangements not used, or assist with any associated costs you may incur. Should you experience difficulties whilst on your trip, it is your responsibility to act to mitigate any possible loss, Travel Counsellors Limited should be notified of any problems and given the opportunity to resolve any issues on your behalf and before any decision is made to curtail. Depending on the circumstances, your travel insurance may cover for curtailment i.e. illness and we suggest that any claim is made directly with your insurer.

13. Special Requests

Special requests such as (but not limited to) high floor, adjacent rooms, specific room number, late check-out etc. must be advised to us at the time of booking but cannot be guaranteed. Whilst every effort will be made by us to accommodate your requests and passed to the relevant supplier, we cannot guarantee that they will be fulfilled. Failure to meet a special request will not be a breach of contract on our part. We regret that we cannot accept any conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a special request). For specific requirements, please refer to clause 14.

14. Medical Conditions and Specific Requirements

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 condition or disability which may necessitate additional assistance or service from our suppliers, please provide us with full details as soon as possible before you confirm your booking so that we can discuss the suitability of your chosen arrangements. You must also promptly advise us if any medical condition or disability which may affect your trip develops after your booking has been confirmed, in case the arrangements made are no longer suitable. You may be required to obtain permission from your Doctor to travel or, as a condition of your travel insurance, disclose any existing medical conditions to your insurer. Travel Counsellors will not be held responsible for the unsuitability of any service if full details of requirements are not given at the time of booking or if the medical condition or disability changes after booking. Please refer to Important Travel Information - Customers with Reduced Mobility or Disability.

15. Behaviour and Conduct

All guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any accommodation manager or 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 guests or any third party or damage to property, or to cause a delay or diversion to transportation, we and our suppliers reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave the supplied services immediately. Neither Travel Counsellors nor the supplier will have any further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation or other supplier prior to your departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

Travel Counsellors have no control over the behaviour of other guests. Should you have any concerns or are troubled by persons sharing the same service you should immediately contact the relevant management of the service. Should this not be resolved to your satisfaction, please contact Travel Counsellors.

16. Building and Resort Development

From time to time general refurbishment within hotels is necessary to maintain standards. When we have been told about proposed works, we will notify you as soon as possible of any building/refurbishment works which may reasonably be considered to seriously impair the enjoyment of your stay. Please note that public services and facilities may also be affected by maintenance, bad weather and so on, all of which are beyond our control. We recommend you contact the local tourist information office at your destination for the latest resort development details.

17. Complaints

If a problem occurs whilst you are abroad, you must inform the relevant supplier (e.g. car rental company, transfer, airline or hotel) immediately. Should the matter not be resolved to your satisfaction, you may have local representative details on your travel documentation. Please contact them immediately so that the matter can be put right. If the supplier cannot resolve the problem to your satisfaction, you must also contact Travel Counsellors immediately by telephoning our offices on the number on your travel documentation or your Travel Counsellor, so that we have the opportunity to help. In the event that the issue cannot be resolved at the time, you must write to us within 28 days of return from your trip quoting the original booking reference and giving all relevant information to; Customer Relations Department, Travel Counsellors Ltd, Travel House, 43 Churchgate, Bolton BL1 1TH or email us at customerrelations@travelcounsellors.com. PLEASE NOTE: - Failure to take the above steps will hinder our ability to resolve the problem and/or investigate it fully and your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers in accordance with this clause or are not directly related to the services we have reserved for you.

18. Passports, visas and health requirements

It is your responsibility to check and fulfil 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. 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 UK Passport Office on 0300 222 0000 or visit www.gov.uk/browse/abroad/passports. Special conditions apply for travel to the USA and all passengers must have individual machine readable or biometric passports.

For further details, please check <http://london.usembassy.gov>.

For European holidays you should obtain a European Health Insurance Card (EHIC) prior to your departure. If you are a UK resident, you are entitled to reduced cost or sometimes free emergency medical treatment from state health care providers in the EEA (European Economic Area) countries and Switzerland. For further details, please check www.ehic.org.uk/. Up to date travel advice can be obtained from the Foreign and Commonwealth Office website at www.gov.uk/browse/abroad/travel-abroad. 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.

19. Travel Documents

Providing we have received full payment for your trip, we will send you your travel documentation approximately four weeks before your departure. Please ensure that you check all of the details and immediately notify us of any inaccuracies or any other queries you have on receipt of the documentation.

20. Data Protection

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen travel arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will inform you. We must pass on your personal details to the companies and organisations who need to know them so that your travel arrangements can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). 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.

We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place 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 company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing or by email. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee (as determined by the Data Protection Commissioner) to respond to such a request. In limited circumstances we are entitled to refuse your request.

We may use your details in order to notify you of other offers and promotions which might be of interest to you. Please inform us at the time of booking if you do not wish us to do so. Where any future offers are sent to you by email, we will always give you the opportunity to opt out and be removed from our mailing list.

Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

21. Recorded Calls

Please note that calls pertaining to your booking enquiry may be recorded for training and security purposes.

22. Law and Jurisdiction

These Booking Terms & Conditions and any contract to which they apply are governed in all respects by English Law. Any dispute, claim or other matter which arises out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales.

23. Booking Terms and Conditions Amendments

We reserve the right to amend, add or withdraw any of our booking terms & conditions at any time and without notice.

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