

BOOKING TERMS & CONDITIONS

Your contract is with Sam Smith Travel Ltd also trading as Strachan Sports Travel a Member of ABTA.

1. Your holiday contract

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. A contract will exist 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 live there and wish to do so.

2. Your financial protection

1. We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 6986. 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.

We will provide you with the services listed on the ATOL Certificate. 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 reassigned 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 number G8930/L4290 and as such 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 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. You can also access the European Commission Online Dispute (ODR) Resolution 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.

As advised by ABTA the tours published on our website are our responsibility as your tour operator and do not commit 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 its return flight.

4. Your holiday price

1) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

2) When you make your booking you must pay a deposit per person, the amount of which will be advised at the time of booking. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. 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. The price of your travel arrangements was calculated in Pounds Sterling on the date of your quotation at the exchange rates issued by HSBC on that day.

3) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked, however, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for any amounts over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to alternative arrangements if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within 14 days from the date on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4) All monies you pay to us are held by us on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to our obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by us, or subsequently accepted from you by us, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

5. If You Change Your Booking

If, after our confirmation 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 or your travel agent. You will be asked to pay an administration charge of up to £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 may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge or change fee of up to 100% of that part of the arrangements.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Period before departure in which you notify us	Cancellation charge
More than 84 days	Deposit only
More than 56 days	50% of holiday cost
More than 29 days	75% of holiday cost
Less than 28 days	100% of holiday cost

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

7. If We Change or Cancel Your Holiday

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. **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 below). These options don't 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 originally advertised may be subject to change. **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 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 below).

Insurance If we cancel or make a major change and you accept a refund, then we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy. **Compensation** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of Force Majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Period before departure in which we notify you from us	Amount you will receive
Within 56 days	£20...
Within 14 days	£30...

In the event of a change due to 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 disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

8. If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 55 High Street, Cowbridge, CF71 7AE, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst on holiday. 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 on holiday and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

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 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 of 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 rail and the Paris Convention in respect of the provision of accommodation, which will limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are regarded as having all benefit of any limitation of compensation contained in these conventions.

You can ask for copies of the transport contractual terms, or the international conventions, from ourselves. Under EU law (Regulation 261/2004) you have the rights in certain circumstances to refunds

and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicized at EU airports and 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 by the airline will be deducted.

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

10. Prompt assistance abroad

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 the 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.

11. Passport, Visa, Health and Immigration Requirements

Your specific passport and visa validity, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. It is also your responsibility to comply with any vaccination requirements and to ensure that any health issues you have are dealt with before you travel. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, health or immigration requirements.

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. 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.

13. Insurance

It is a requirement of booking that you have taken out adequate travel insurance, please ensure that your policy covers you for the countries you are visiting and you have read the conditions carefully. We are able to offer a very competitive insurance cover and whilst you are free to make your own arrangements the cover must be equivalent to that which our policy offers.

14. Late Arrival and General Behaviour

It is your responsibility to ensure that you and your party (if applicable) are at the correct departure points for flights, transfers or excursions in advance of the time we have posted for departure. We cannot accept any responsibility if you miss an aircraft or coach as a result of your late arrival or your connecting transport being delayed, you will be responsible for any extra charges levied.

At all times during your trip, you and your party are expected to behave with consideration to your fellow travelers and other. If in the opinion of our staff, agent, airline staff, hotel management or other affected persons in authority you are behaving in such a manner as to cause danger, distress, annoyance or damage to property, either our staff or the suppliers concerned may terminate your holiday arrangements. In such a situation we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, neither will we be responsible for making any refund or paying any compensation, you will also be responsible for any expenses incurred as a result of your behavior.

15. Privacy Policy

We are registered with the Information Commissioner's Office under reference Z8708136 and comply with all the requirements of Data Protection which they demand.

For more information on our privacy policy please see our separate document on our website www.strachansportstravel.com

