

# BOOKING TERMS & CONDITIONS

Your booking is with Sam Smith Travel Ltd also trading as Strachan Sports Travel with registered number at 3870414 and registered address at 55 High Street, Cowbridge, Vale of Glamorgan, CF71 7AE.

## **1. YOUR BOOKING CONTRACT**

A contract will exist as soon as we issue our confirmation invoice. The person (lead name) completing the booking form (or online booking) must be 18 years old or over and is responsible for all members on that booking. You guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

We will only deal with the lead name in all subsequent correspondence, including amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking.

## **2. YOUR FINANCIAL PROTECTION**

### **Package Regulations 2018**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will be protected by the EU rights applying to travel packages.

### **ATOL**

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.

### **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. When you buy a package that doesn't include a flight, protection is provided by the way of a bond held by ABTA – The Travel Association ([www.abta.co.uk](http://www.abta.co.uk)). We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute.

## **3. YOUR HOLIDAY/TOUR BOOKING**

When you receive your Booking Confirmation please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must match passports. Unless we are responsible, we will not accept liability if a supplier refuses boarding because the names shown on the travel document differ from your passport.

We may not be able to confirm some of the tour arrangements straight away – for example flights are not available to book until 11 months before departure.

However clients will be updated as soon as information is available. We reserve the right to change the itinerary to benefit and enhance the tour programme, these changes will be communicated in a prompt manner.

You are liable to advise us at the time of booking of any condition (medical or otherwise) that might affect your or other people's enjoyment of the tour. This should include, but not limited to any special dietary requirements, any medical conditions and any reduced mobility. It is your responsibility to advise us of any changes to your conditions/requirements. Full details need to be disclosed so we can make the necessary arrangements where possible.

In order to book the tour components on your behalf you will need to provide us with information normally known as Advanced Passenger Information or APIS. The information you must provide will include, but not be limited to: full name as shown in your passport, gender, date of birth, travel document type and identification number (e.g. passport number), country of issue and expiry date.

## **4. YOUR HOLIDAY/TOUR PRICE**

All prices we advertise are accurate at the date published but we reserve the right to alter the prices. You will be advised of the current price of the holiday or tour that you wish to book before your contract is confirmed including the cost of any supplements, upgrades or additional facilities which you have requested.

When the price per person is dependent on a certain number of people in the accommodation and the number of people changes, the price will be recalculated based on the new group size.

When you make your booking you must pay a deposit per person, the amount of which will be advised at the time of booking. Interim payments may then be required with the final balance due 12 weeks before your departure date unless stated otherwise on your final invoice. 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. If you book less than 84 days before departure full payment must be made at the time of booking.

You may be required to pay for any non transferable and non refundable items such as special air fares and tickets at the time of booking. These items may be non changeable and non refundable in the event of cancellation.

Changes in transportation costs, including the cost of fuel, 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.

## **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. 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.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new passenger accepts the transfer and these booking conditions. Both you and the new traveler are responsible for paying all costs we incur in making the changes.

## **6. IF YOU CANCEL YOUR HOLIDAY/TOUR**

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

<b>Period before departure in which you notify us</b>	<b>Cancellation charge</b>
More than 84 days	Initial deposit and interim deposit payments
Between 84 and 28 days	75% of holiday/tour cost
Less than 28 days	100% of holiday/tour cost

**Note:** Your deposit is non-refundable, even if the cancellation charge calculated is lower than the amount paid. If we are advised of a cancellation after a payment deadline has passed and that payment is overdue, you are liable for that outstanding amount. 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/TOUR**

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 unavoidable and extraordinary circumstances (force majeure) or failure by you to pay the final balance.

For the purposes of these booking terms and conditions '**unavoidable and extraordinary circumstances**' include but are not limited to: War, threat of war, airport closures, airspace closures (including other air traffic management decisions which may lead to long or overnight delays or cancellation of flights), the inability of airlines to operate flights as a result of the United Kingdom leaving the EU, epidemic, significant risks to human health such as the outbreak of a serious disease, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened) and event cancellation.

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 the event a refund is paid to you, 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.
- 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**

<b>Period before departure in which we notify you from us</b>	<b>Amount you will receive</b>
Within 56 days	£20.00
Within 14 days	£30.00

In the event of a change due to unavoidable and extraordinary circumstances (force majeure) beyond our control we will not pay you compensation and may not be able to refund any monies paid.

## **8. OUR LIABILITY TO YOU**

You must inform us immediately of any failure to perform or improper performance of the travel services included in this package. If any of the travel services are not performed and this has affected the enjoyment of your travel arrangements you may be entitled to an appropriate price reduction and/or compensation.

However we will not be liable where any failure in the performance of the contract is due to you or a member of your party, a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable, unavoidable and extraordinary circumstances (force majeure).

Our liability will also be limited in accordance with and/or in an identical manner to the following -

- You agree that any suppliers own 'conditions of carriage' will apply to you on any journey by road, rail, sea or air.
- 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.

## **9. 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.

## **10. EXCURSIONS**

Where excursions or other tours that you may choose to book or pay for whilst you are on holiday and are not part of your package holiday/tour provided by us, 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.

## **11. INSURANCE**

It is a compulsory requirement of booking that you and all group members have taken out adequate travel insurance for the tour itinerary. We advise that you take out insurance as soon as your booking is confirmed. Please ensure that your policy covers you for the countries you are visiting and any activities that you are taking part in and you have read the conditions carefully. You are required to carry a copy of your travel insurance policy with you.

## **12. ASSISTANCE ABROAD**

If you are in difficulty whilst on holiday/tour and ask us for help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay the costs we incur if the difficulty is your fault.

## **13. BEHAVIOUR**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property or put any other traveler or our staff or agents in the UK or abroad in any risk of danger.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges.

If this happens while you are on your holiday/tour we 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. You will be responsible for your own return home and any other members of your group who cannot or will not travel without you.

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.

## **14. DATA PROTECTION**

We will use and process your data in accordance with our privacy policy, which can be found on our website.

In order to provide you with the services as described with the tour programme we may share your personal information with third parties such as airlines, hotels, transport companies, ground agents and excursion providers.

Whilst on tour there may be situations where we are joined by UK based or local media. If you do not want to feature in any filming or photo opportunities please inform us prior to the tour. Any photos or filming taken place during our tours may be used by us on social media or on our website for future marketing.

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

## **15. 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. Where this is not possible please contact our 24 hour duty office number +44 (0)1446 776212 in the case of an emergency or email [enquiries@strachantravel.com](mailto:enquiries@strachantravel.com)

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.

