

Booking Terms and Conditions

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, apply to your booking with The Brigg Travel Company of 56 Wrawby Street, Brigg DN20 8JE. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. If you have any further questions after reading these Booking Conditions then please contact our customer services team who will be happy to help you.

We are an Accredited Body Member of Hays Travel Limited, ATOL 5534. This means that Hays Travel allow us to trade under their ATOL in accordance with the terms of Accredited Body membership.

We sell travel services on behalf of Hays Travel and benefit from Hays Travel's membership of ABTA with membership number P6150.

We act only as an agent. When you make a booking your contract (or contracts) will always be with the supplier(s) of the travel services you have booked. Our obligations to you may vary depending upon which arrangements you book with us, and we set them out clearly below.

Booking

By making a booking, you agree on behalf of all persons detailed on the booking that you have read these Booking Conditions and agree to be bound by them; you consent to our use of information in accordance with our Privacy Policy; and you are over 18 years of age.

When you make your booking you must pay the relevant deposit as specified at the time of booking. If you believe that any details on the booking summary (or any other document) are wrong you must advise us immediately as it may not be possible to make changes later, you may incur charges to make changes and it may harm your rights if we are not notified of any inaccuracies in any document immediately.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. We will not make any charge for changes to documents, but you will have to pay any charges made by suppliers. Please ensure that the names given are the same as in the relevant passport.

Payment

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay 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 notify the supplier who may cancel your booking and charge the cancellation fees set out in their terms and conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

We do not make any charges for payments by debit card. Payments by credit cards are subject to a 2.5% handling fee.

Your contract

When making your booking we will arrange for you to enter into a contract with the supplier(s) (tour operator/airline or other supplier) named on your booking summary. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The supplier's terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. Please ask us for copies of these if you do not have them.

You may wish to purchase flights, hotel, car rental, transfers or other services on our website. Each component will be provided by different third party providers of the components you have selected. Your contract will be with the individual suppliers and not with us. Since you create your own travel arrangements by adding each component separately to create your own bespoke booking, this is not a package and therefore you are not protected under the Package Travel Regulations; and unless you book a Flight-Plus, your booking may not benefit from ATOL protection either. Until a component has been confirmed by the individual supplier, no contract has been formed.

Cancellation and Amendment

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the supplier may charge the cancellation or amendment charge shown in their terms and conditions (which may be 100% of the cost of the travel arrangements). We may collect this on their behalf and you also must pay us any applicable administration charges.

Changes or Cancellations by the Supplier

We will inform you of any changes or cancellations as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

Our Service Charges

In certain circumstances we apply service charges which will be shown on your booking confirmation as follows:

- Credit card fees (see Payment section above)
- "Administration Fee for Supplier Failure Cover" (see Your Financial Protection section below)
- "Flight Plus" (see Flight-Plus section below)
- "Service Charge" – a charge for the booking agency services we provide to you.

Please note that the term Service Charge does not refer to us putting together a holiday package, it is our standard charge for the service of acting as booking agent.

Our responsibility for your booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the 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 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.

Complaints

The contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the supplier as set out in your booking confirmation. We will of course assist you with this if you wish - please contact Customer Services. If the matter cannot be resolved and it involves us or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA, details of which are set out in these Booking Conditions.

Your Financial Protection

Many of the travel arrangements that we sell are protected in the case of the financial failure of the travel company. Please ask us about the protection that applies to your booking.

We provide security for Flight-Plus bookings by way of an ATOL (number 5534) administered by the Civil Aviation Authority (see section below on Flight-Plus Bookings).

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.

Please note that ATOL protection is not available for flights with low-cost carriers or where your payment is made direct to airlines unless they are part of a Flight-Plus (see below). Where necessary, we will add supplier failure insurance to your booking automatically. This protects you by insuring us against the costs of refunding or replacing your booking if a supplier fails. If applicable we will charge an administration fee for supplier failure cover which will be shown on your booking confirmation.

Flight-Plus bookings

Booking a Flight-Plus provides you with ATOL protection under ATOL number 5534 in the event of supplier insolvency, but we are still acting as agent for the individual suppliers and a Flight-Plus booking does not constitute a Package.

A Flight-Plus is where you purchase through us, at the same time or within a day of each other, a flight plus overseas accommodation and/or car hire from separate suppliers (i.e. not a package holiday). When you make a Flight-Plus booking through we will give you an ATOL Certificate showing what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. On all Flight-Plus holiday arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers. Please note however that we have no liability beyond that for insolvency as set out in the ATOL scheme, because we act as agent of the suppliers.

An ATOL Protection Contribution of £2.50 per passenger is payable to the CAA on Flight-Plus bookings and this will be reflected on your booking summary as a charge for "Flight Plus".

For more details as to when a Flight-Plus exists and the protection provided under the ATOL scheme please see www.caa.co.uk.

In respect of Flight-Plus bookings, we are obliged to tell you:

- We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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, or the suppliers identified on your ATOL certificate, 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.

ABTA

We sell travel services on behalf of Hays Travel Limited and benefit from Hays Travel's membership of ABTA with membership number P6150.

ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. 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.

Arbitration can be used to settle alleged breaches of contract and/or negligence between consumers and ABTA Members. If your claim includes an element of minor illness or personal injury then this can also be considered by the arbitrator, but is limited to £1,500 per person.

ABTA's Arbitration Scheme has helped consumers for more than 40 years. The scheme allows consumers to resolve disputes without going to court; it is speedier, less formal and costs less than instructing solicitors.

Special Requests

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not.

Insurance

Adequate travel insurance is a condition of your contract with either us or the supplier in question, as applicable. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

Accommodation Ratings and Standards

Accommodation ratings are displayed as provided by the supplier. 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 and no warranty is given or implied.

Safety standards in some countries may differ from those applicable in the United Kingdom We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

Room Allocation

After registration, on arrival at your accommodation, you will be allocated a room. It is your responsibility to verify the check-in and check-out times directly with your accommodation supplier.

Please note that any local taxes and expenses will be payable to your accommodation supplier in resort on check-out.

Building Work

From time to time, renovation or refurbishment and its associated noise are unavoidable at a hotel. If we are notified of such works we will inform you before you make your booking or within a reasonable time of us being notified.

Elderly/Disabled Clients

We are able to make enquiries of the supplier about the suitability of arrangements for you and provide replies prior to booking. You must make all requests before a booking is confirmed.

Delivery of Documents

All documents (e.g. invoices/tickets/Insurance policies) will be sent to you by post or email. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. You must pay any charges made by suppliers if tickets or other documents need to be reissued.

Passports, Visas and Health

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

Up-to-date travel advice can be obtained from the Foreign and Commonwealth Office website.

Final Travel Arrangements

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

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 any event which we or the supplier of the service 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, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Behaviour

Please be aware that the terms and conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

Data Protection and Privacy

The information that you provide to us in making your booking will be passed on to Hays Travel and to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. 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 serious crime. 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 suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

We and Hays Travel would also like to store and use your personal data for future marketing purposes. If you do not wish to receive future marketing material, please notify us in writing.

Law and Jurisdiction

These terms of business are governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.