

Holiday Finder Limited Terms and Conditions

These Booking Conditions apply to bookings you make with our consultants (by phone or by email) as well as online bookings you make on our website. A contract on the terms set out in these Booking Conditions will exist as soon as we issue a confirmation invoice. References to “us”, “we” or “our” mean Holiday Finder (UK) Limited, company number 11150257 (trading as “Holiday Finder Limited”).

Understanding your contract

Please read these Booking Conditions carefully. You must not make any booking unless you understand and agree with these Booking Conditions. You should save and/or print a copy of these Booking Conditions at the time the booking is placed. We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these Booking Conditions.

Your rights under your contract for travel arrangements will depend on the type of travel arrangement you book with us, which will be either a booking for package travel or for one or more individual travel services. Regardless of the type of arrangement you book with us, the provider of your travel service will have its own terms and conditions (such as airline conditions of carriage, accommodation or car hire terms or tour organiser terms and conditions). All such terms and conditions (including limitations of liability) apply to these Booking Conditions and, accordingly, a reference to “these Booking Conditions” shall mean the terms and conditions set out herein as well as all terms and conditions of any provider of your travel services. To the extent of any inconsistency between a travel service provider’s terms and conditions and the terms and conditions set out herein, the travel service provider’s terms and conditions shall prevail, save to the extent that any provision in the travel service provider’s terms and conditions is deemed to be invalid or unenforceable. Your travel service providers will be identified on your itinerary or travel documents and their respective terms and conditions will be available directly on their websites or by contacting them. Alternatively you can ask us for copies. You must read all applicable travel service provider terms and conditions carefully because in every case they will apply to the provision of your travel services.

Package travel arranged by us

A package is a pre-arranged, single-price combination of at least two of the following components: (a) transport – (b) accommodation – or (c) other tourist services accounting for a significant proportion of the package. Packages cover a period of more than twenty-four hours or include overnight accommodation.

Your rights in relation to packages arranged by us are set out in these Booking Conditions (which are deemed to incorporate all terms and conditions of each travel service provider for the various components of your package travel arrangements). Please note that you also have rights under the Package Travel, Package Holidays and Package Tours Regulations 1992, a copy of which can be accessed at the following link:

legislation.gov.uk/uksi/1992/3288/contents/made ("Package Travel Regulations").

We act as agent only

When you make a booking with us, you acknowledge and agree that we will be acting as an agent only for the relevant tour organiser or travel service provider, including in relation to packages that we arrange, and that neither Holiday Finder Limited nor any of its directors, employees or agents has any liability of any nature in connection with the relevant travel service, except as set out in these Booking Conditions and the Package Travel Regulations.

Any booking you make will be with the relevant travel service provider and not Holiday Finder Limited. The relevant travel service provider, and not Holiday Finder Limited, will be responsible to you for the provision of the relevant travel service. Any services we provide to you are collateral to our agency relationship with the travel service provider and are separate to the actual provision of the travel services.

For any excursion or other tour that you book while on travel arranged by us, your contract will be with the operator of the excursion or tour and not with us and your legal rights in connection with such excursion or tour will be against that operator. 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, except to the extent caused by fault on our part.

Prices & payment

All prices are subject to availability and can be withdrawn or varied without notice. Prices are per person and inclusive of tax unless otherwise indicated. Accommodation (if included) is based on twin share unless otherwise indicated. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment. Prices are not guaranteed until full payment is made.

To confirm your travel arrangements you may be required to pay a deposit per person. All deposits are non-refundable and non-transferable for changes of mind or cancellations by you. We will advise you of the amount of the deposit and date for final payment at the time of your booking. For online bookings, full payment may be required at the time of purchase.

The balance for your booking must be paid no later than 10 weeks prior to departure or such earlier time that we notify you. Please check your quote, invoice or itinerary to confirm your final payment date or monthly payment schedule plan if applicable. Certain airfares and services are booked at especially competitive rates which may require payment in full at the time of booking and may be non-refundable.

We will collect all mandatory taxes, however some countries may charge additional departure, hotel or other taxes that must be paid locally. We advise travellers to retain sufficient local currency to meet these charges.

Payment by debit and credit card

We accept most major debit and credit cards. You authorise us to charge all amounts payable by you in relation to the services provided to the card designated by you. If payment is not received from the issuer for any reason, you agree to pay us all amounts due immediately on demand.

Payment by cheque (not applicable to online bookings)

Cheques should be made payable to Holiday Finder Limited and must be drawn in pounds sterling only. We require ten working days for cheques to clear before tickets and travel documents can be issued and services booked. Please confirm with your travel consultant that there is sufficient time between cheque payment and any ticketing or travel deadline. You agree (a) not to stop payment of the cheque even when you cancel a booking and

(b) that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

Payment by bank transfer (not applicable to online bookings)

If you are paying by this method you will need to request account details from your consultant and make the payment at least three business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

Travel documents

Travel documents include airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and restrictions including being non-refundable, non-date-changeable and subject to cancellation and amendment fees. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to travel on that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. It is your responsibility to collect all travel documents from us prior to travel and to observe all airline check-in times and requirements (please note many airlines now allow you to check-in online within certain timeframes). Please note also that a flight described in your flight ticket as "direct" will not necessarily be non-stop.

When booking with Holiday Finder Limited you will have access to an online portal showing your booking itinerary. This will include flight times, airport details and payments schedule amongst other information.

Return Customer

When booking with one of our consultants, please let them know you are a return customer and provide them with your loyalty card number (or other applicable loyalty program details) for inclusion in your booking. We operate on a loyalty point per £100 spent which can then be used for discounts and perks. Please check our website for more information www.holidayfinderonline.com

Any loyalty program discrepancies in relation to your booking must be communicated to us within one month of your return date.

Schedule changes

All departure and arrival times on your flight ticket are provided by the airline and are estimates only. They may change due to air traffic control restrictions, weather conditions or operational requirements. We recommend that you contact the airline or visit the airline's website to confirm your scheduled departure time 24 hours prior to your flight. You should also confirm departure times for each onward flight. In the event of schedule changes, failure to reconfirm any sector of your itinerary may result in you needing to purchase a new flight.

If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen travel dates 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 lead-named traveller who made the booking. You will be asked to pay our administration charge of £75 per passenger per booking (or such other amount specified in your travel documents), plus any additional travel service provider change or cancellation fees. Where we incur any liability for a travel service provider change or cancellation fee for any booking which you change, you agree to compensate us for the amount of that fee. You should be aware that costs could increase closer to the departure date. When changing travel arrangements we may have to rebook you to current fares and rates, which may result in an increase in the cost of your arrangements, in addition to our administration charge and the travel service provider's change fees.

No date changes are permitted outside of your ticket's validity period. 'Minimum stay' and 'maximum stay' rules apply to return and multi-stop flights.

Certain travel arrangements (e.g. advance purchase tickets and non-flexible fares) may not be changeable after a reservation has been made and any alteration could incur a cancellation charge of up to 100% of the service cost. Name changes are not permitted in any instance.

If you have purchased a return flight, multi-stop or round the world flight and you do not check in on a confirmed flight, the airline will register you as a 'no show' and your tickets on your subsequent flights will be cancelled by the airline. Please contact us as soon as possible if you do not intend to check in for a confirmed reservation in these circumstances.

If you cancel your booking

You may cancel your travel arrangements at any time, however please note that certain travel arrangements may be non-refundable. Written notification from the lead-named traveller must be received, please contact us as soon as possible to arrange delivery of the written notification. Since we incur costs in cancelling your travel arrangements, you will need to pay our administration charge of £125 per person per booking (or such other amount specified in your travel documents). In addition to our administration charge, you will have to pay the travel service provider's applicable cancellation charges.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer. Refunds will only be made available to the person named on the booking payment receipt, unless otherwise agreed in writing by all travellers listed on a booking.

Your refund and remedy rights as set out in these Booking Conditions are subject to your rights under the Package Travel Regulations and the Consumer Rights Act 2015.

If we change or cancel your booking

Occasionally a travel service provider may have to make changes to your original booking. We do not accept any liability or costs incurred that may result from these changes, other than in accordance with the Package Travel Regulations. Most of these changes will be minor and we will advise you of them at the earliest possible date.

We will advise you of the carrier operating each flight in your itinerary. Any changes to the carrier after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Please note that carriers may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your flight departure time by less than 12 hours, changes to aircraft type and change of accommodation to a comparable or higher standard. No compensation is payable in respect of minor changes.

In certain circumstances we or a travel service provider may be required to cancel your travel arrangements (for example, if the minimum number of travellers required for a tour or excursion is not reached or for reasons of force majeure, pandemic or epidemic illness or if you fail to pay the final balance by the due date). In these circumstances (except where you have failed to pay the final balance) you can either have a refund of all money paid or, if available, accept an offer of alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value).

If you have booked a package arranged by us and it is necessary to cancel or make major changes to your arrangements we will, in addition to the above, pay you compensation as follows:

55-29	days prior to travel:	£10.00
28-15	days prior to travel:	£20.00
14-8	days prior to travel:	£30.00
7-0	days prior to travel:	£40.00

Under EU law (EC 261/2004) you have rights in some circumstances to refunds or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Details of these rights are published at EU airports and are also available from your airline. However, reimbursement by an airline of the cost of a flight that forms part of a package does not automatically entitle you to a refund of your entire package travel arrangement cost from us.

Passports & visas

All travellers must have a valid passport for any international travel and many countries require at least six months' validity from the date of return. Some countries also require a machine-readable passport and/or unstamped available pages. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities (including, in certain cases, visas for transit points). Any fines, penalties, payments, delays or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. If you are a British citizen we will provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. For all passport holders, our consultants can obtain specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part). Please allow adequate time to obtain any such advice or documents.

If you are travelling to Australia, Canada or the United States please be advised that there are compulsory pre-registration requirements for their visa waiver programs. If you have registered before, please check your registration is valid and has not lapsed. Please note, you may not meet the eligibility requirements and may be required to obtain a visa.

If you are travelling to South Africa with a person under the age of 18 you will be asked to show the child's full unabridged birth certificate. There are additional requirements if the child is travelling with only one parent, with neither biological parent, or unaccompanied. Failure to provide this information on check in will result in passengers being denied boarding.

It is a requirement for some air carriers to provide personal information, including passport information, about all passengers on their aircraft. The data will be collected when you check-in (either online or at the airport) or, in some circumstances, will be required when you make your booking.

Travel insurance

For all travel we strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also recommended by the Foreign and Commonwealth Office for all overseas travel. It is your responsibility to ensure you have valid travel insurance that covers and is appropriate for your needs. We will not be liable for any loss you incur if and insofar as you are able to claim for damages under a travel insurance policy. Travel insurance can be purchased via our affiliate partners by visiting our website www.holidayfinderonline.com alternatively, speak to your consultant for further details.

Travel advice

The Foreign and Commonwealth Travel Advice Unit may have issued information about your travel destination. We strongly advise you go to fco.gov.uk to find out more about your destination prior to the commencement of travel. Alternatively, you can contact ABTA Information Department on 0203 117 0599 (calls will be charged).

Health Requirements

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country or invalidate your travel insurance cover. We recommend that you consult with your doctor or specialist clinic before commencing travel. Holiday Finder Limited or any of its consultants are not liable for denied entry to a country, or any other issues, in relation to not providing required vaccination documentation.

Special requirements

Please liaise with your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access. Please understand that travel service providers may not be able to accommodate every request.

If you have a complaint

We aim to provide you with an amazing travel experience. However, if you have a problem during your trip, please inform the relevant travel service provider (e.g. your hotelier) and your travel consultant as soon as possible 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 us at info@holidayfinderlimitedonline.com giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the travel service provider in question as well as your travel consultant without delay. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were travelling and this may affect your rights.

Your Financial Protection

We hold an Air Travel Organiser's Licence (ATOL, number 11496) issued by the Civil Aviation Authority.

Many of the flights and flight-inclusive travel arrangements we arrange on your behalf are financially protected by the ATOL scheme. But ATOL protection does not apply to all travel and travel services. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts not listed will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to atol.org.uk/ATOLCertificate.

When you buy an ATOL protected flight or flight inclusive travel through 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.

If your booking (or part of it) is ATOL protected, we, or the travel service provider identified on your ATOL Certificate, will provide you with the booking service and arrange the travel services as listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the travel service provider are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the travel 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 travel service provider identified on your ATOL certificate, are unable to arrange or 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.

Our responsibility for your booking

In all circumstances, we will not be liable where any failure in the performance or provision of your travel arrangements is due to: (a) your acts or omissions or the acts or omissions of another member in your group (b) any third party not connected with the provision of your travel arrangements and where the failure is unforeseeable or unavoidable (c) 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 (d) an event which we or a travel service provider, even with all due care, could not foresee or forestall (including but not limited to war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, natural or other disaster (such as volcanic ash or hurricanes), nuclear incident, fire, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports, unavoidable technical problems with transport and similar events).

Our liability will in all cases be limited in accordance with and/or in an identical manner to: (a) the terms and conditions of the travel service providers that provide your travel arrangements (which, by making a booking with us, you acknowledge form part of these Booking Conditions) - and (b) any relevant international conventions, 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 set time limits for notifications/claims and limit the amount of compensation that can be claimed for death, injury, delay to passengers/guests and loss, damage and delay to luggage. Copies of international conventions and relevant travel service providers' terms and conditions are available online.

Package travel arranged by us

In accordance with the Package Travel Regulations, if we have arranged a package for you and the travel arrangements are not performed with reasonable skill and care we will make good those arrangements or pay you appropriate compensation if this has affected the enjoyment of your trip. Our liability in respect of packages arranged by us, except in cases involving death, injury or illness, is limited to a maximum of 2 times the cost of your package travel arrangement. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your package travel arrangement. Any amounts you receive from travel service providers or travel insurance will be deducted from any sum paid to you as compensation by us.

Individual services and tour organiser packages

If you have made a booking with us for an individual service or for a pre-arranged package organised by someone other than us our obligation to you is to (and you expressly authorise us to) make travel bookings on your behalf with reasonable skill and care and to arrange the relevant contracts between you and travel service providers on your behalf. We exercise care in the selection of reputable travel service providers but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these travel service providers. Your legal rights in connection with the provision of

individual services and tour organiser packages are against the specific provider and are not against us, except to the extent a problem is caused by fault on our part or the insolvency of a scheduled airline.

Local regulations

In each case above, a service will be deemed to have been provided to you with 'reasonable skill and care' if it complies with the locally enforced regulations of the country in which it is performed, or, in the absence of locally enforced regulations, if the service is delivered in a reasonable manner given locally accepted standards and practices. Please be aware that overseas safety and hygiene standards are often lower than in the UK.

Money not held on trust

All money paid by you to us will be the property of Holiday Finder Limited and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for money paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer money.

Privacy Notice and Overseas Data Transfer

We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Notice, which is available online at www.holidayfinderonline.com or by request via info@holidayfinderonline.com. By providing personal information to us, you agree that our Privacy Notice will apply to how we handle your personal information and you consent to us collecting, using, disclosing and otherwise processing your personal information as detailed in our Privacy Notice.

In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers with whom you seek to make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of the United Kingdom. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf.

Where we disclose your personal information to a third party overseas recipient, you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those of the United Kingdom. We will use commercially reasonable efforts to ensure the recipient's compliance with the privacy/data protection laws by which we are bound. However, you acknowledge that we deal with thousands of travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be advanced as those existing in the United Kingdom. Therefore, with the exclusion of our overseas related entities which whom we share personal information, we cannot control the privacy practices of all overseas recipients to whom your personal information may be disclosed and, accordingly, where your requested travel arrangements require that your personal information be sent to an overseas recipient (other than any of our overseas related entities), you agree that this is at your risk and we will not be liable or accountable for how those recipients handle your personal information. We encourage you to review the privacy notices of any third party service provider whose services we arrange on your behalf. If you have any objections to your personal information being disclosed to an overseas recipient, please let us know.

Governing law and severance

If any dispute arises between you and us, the laws of England and the jurisdiction of the English Courts will apply. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

Any provision (or part of any provision) of these terms and conditions which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions (or part provision) of this agreement or the validity of that provision in any other jurisdiction.

Third Party Rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of the terms of this agreement, including under the Contracts (Rights of Third Parties) Act 1999.

Emergency contact

When you book with us we will look after you until you arrive home safely from your travels. You can contact our customer support line 24hrs day, 7 days a week from wherever you are in the World. Our contact number(s) are 01482 714005 / 01724 342779

Telephone calls

Telephone calls to or from any of our stores or consultants may be recorded for training purposes.

EU Community List

We bring to your attention the existence of a 'Community List', which contains details of air carriers that are subject to an operating ban within the EU. The Community List is available for inspection at ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm.