

Booking Terms & Conditions

When you choose to book a holiday, you are entering into a contract with A&D Holidays Ltd (trading as Holiday Architects, administrative offices at 19 Fairfield Avenue, Cheltenham, GL53 7PN, registered company number 7261883 and hereafter referred to as 'Holiday Architects', 'the company', 'us', 'we', 'our'). The following Terms & Conditions, together with our Privacy Policy and where your holidays is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, constitute the terms of that contract, so please read them carefully. References to 'you' and 'your' mean all persons named on the booking form (including anyone who is added or substituted at a later date). If any part of the agreement is found to be invalid or unenforceable, then the remainder of these Terms & Conditions will not be affected and will remain enforceable. If there is anything you do not understand, or want to know, please contact us before booking.

By making a booking, the signatory on the booking form agrees on behalf of all persons details on the booking that:

- a)** they have read these Terms & Conditions and have the authority to and do agree to be bound by them;
- b)** they consent to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c)** they are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that they and all members of the party are of the appropriate age to purchase those services;
- d)** they accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking a holiday

- a)** Our holidays are 100% tailor-made; after discussing your requirements with you, we will provide a quotation and itinerary based on those requirements and your preferences. The quotation is valid for 14 days and can be revised as often as required, each revision also being valid for 14 days.
- b)** Once you are happy with our quotation, you can secure your booking on that basis by paying a deposit and returning a signed booking form, subject to the availability of the arrangements. By asking us to confirm your booking, the person making the booking is assumed to have accepted these Terms & Conditions on behalf of all persons named on the booking.
- c)** The deposit is part payment of the holiday and will be 25% of the total cost of the holiday, plus the full cost of any flights that need to be purchased, with a minimum deposit of £300 per person payable. If you are booking within 10 weeks of departure then full payment is required. Payment can be made by cheque or most debit and credit cards in favour of A&D Holidays Ltd.
- d)** Upon receipt of your applicable deposit, subject to the availability of the requested arrangements, a contract will come into force between you and the Company when we issue you with a booking confirmation. Should we be unable to confirm your holiday and you are not satisfied with any alternatives that we propose, we will refund your deposit in full. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. If you confirmed arrangements include a flight, we will also issue with an ATOL Certificate.

e) Special Requests, such as diet, room, location, twin or double bedded room, or a particular facility or flight seat which are an important factor in the choice of the holiday, should be indicated on the Booking Form or made in writing. The Company will try and arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. The provision of a Special Request does not constitute a term of your contract with the Company unless we have confirmed in writing that your requirement will be met.

f) On receipt of the Confirmation Invoice and any other tickets / documents we send to you, please check all the details immediately and carefully, and contact us immediately if you think any details are incorrect as it may not be possible to make changes later and it may harm your rights if we are not notified of any inaccuracies within ten days of us sending it out (five days for airline tickets).

g) The balance of your holiday is due not less than 10 weeks prior to departure, unless you are informed otherwise. Please note that if we do not receive all payments (including any surcharge where applicable) we are entitled to assume that you wish to cancel your booking and will retain the deposit. If we do not cancel your booking straightaway because you promise to make full payment but you still fail to do so, you must pay the cancellation charges shown in clause 5 depending on the date we reasonably treat the booking as cancelled by you.

h) Final Travel Documents will be sent out to you four weeks prior to departure. Should you require your Travel Documents any earlier the Company must be advised in writing and will do everything reasonable possible to meet this request. Documentation for any booking made within four weeks of departure will be sent as soon as possible, or sent by courier upon the payment of a fee. Any tickets or vouchers required within your holiday destination country (ies) will be handed to you by the Holiday Architects representative on arrival at your destination.

i) If your booking is made through a travel agent, the Company will address all communication to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to the travel agent under or in contemplation of this contract will be held by the travel agent for the Company until they are forwarded to us. Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. Insurance

a) It is a condition of our acceptance of your booking with us that you take out insurance at the time of, or prior, to booking, and it is your responsibility to do so. Travel insurance should be adequate to your needs and provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuable, personal liability, delay, cancellation, curtailment, missed departure, pre-existing medical conditions and legal expenses and cover the entire duration of your tour.

b) If you suffer from any disability or medical condition you should disclose this to the insurers. Please note that special insurance may be required if you intend to scuba dive or undertake any other dangerous sports activities. We cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify your insurance company of any factors affecting your particular requirements for cover. If you fail to take out adequate travel insurance it will be deemed that you have indemnified the Company from any consequential loss.

c) Important note: if you are a UK citizen travelling to an EU country, Norway, Iceland, Liechtenstein or Switzerland then you may rely on your European Health Insurance Card (EHIC) that is valid until 31st December 2020. Customers who are visiting one of the above countries on 31st December 2020 may rely on the EHIC for the duration of that holiday to that

country. However, the EHIC will not be valid for UK citizens who commence travelling on or after 1st January 2021 due to the UK's decision to leave the European Union. We would therefore advise that you take out appropriate medical insurance if you are travelling on or after this date.

3. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

4. Alteration by you and transfers of bookings

a) If you wish to make any amendments to your holiday after the confirmation invoice has been issued the Company will do its best to help. An amendment administration fee of £50 per alternation per booking will apply. Requests for any amendment must be made in writing and signed by the signatory of the Booking Form. Please note that if you want to change to a different departure date, cruise or destination, or the request is made within 10 weeks of departure that it will be regarded as a cancellation and new booking and you will be liable for the charges set out in clause 5. In the event that an amendment can be made you must pay all costs and charges incurred or imposed by any of the Company's suppliers. 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. 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 a cancellation fee may be payable in accordance with clause 5.

b) If you are unavoidably prevented from taking your booking and wish to transfer your booking to another person you may do so.. Request for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by full details of the person who you wish to replace you, a Holiday Architects Booking Form signed by the person you wish to replace you, an administration amendment fee of £50, and any amount that our suppliers may require to make the change. The transferee also agrees to these Terms & Conditions and all other terms of the contract between us. Please note that some suppliers, including airlines may consider a change of name as a cancellation, and levy cancellation charges and require payment for a new ticket. These charges must be paid before any changes can be made. You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 5 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

5. Cancellation by you

Cancellations after a booking has been confirmed by us must be advised in writing either via a letter to the office or an email. Cancellation charges will apply for the date your letter is received at the offices (we recommend recorded delivery or registered post so there can be no dispute over this date) or from when the email is acknowledged by us (please call us if you do not receive acknowledgement within 24 hours of sending the email). The following cancellation charges will apply depending on the number of days prior to departure that we are advised of your cancellation. The percentage cancellation fees are calculated on the basis of the total cost payable by person (s) cancelling excluding insurance premiums and amendment fees (which are non-refundable in the event of a cancellation). Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Period before departure date within which written notification is received at our offices	Cancellation Charge Per Person
Up to balance due date (70 days)	Loss of deposit plus the cost of any flights purchased.*
70 days – 56 days	30% of the total cost of the holiday plus the cost of any flights purchased.*
55 days – 42 days	40% of the total cost of the holiday plus the cost of any flights purchased.*
41 days – 28 days	60% of the total cost of the holiday plus the cost of any flights purchased.*
27 days – 7 days	90% of the total cost of the holiday plus the cost of any flights purchased.*
Within 7 days of departure	100% of the total cost of the holiday plus the cost of any flights purchased.*

**Up to a maximum of 100% of the total cost of the holiday.*

Important note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

No allowance or refund can be made for meals, rooms, excursions etc included in the cost of your tour but not taken, nor can any refund be made for lost, mislaid or destroyed tickets or vouchers.

Cancellation by you due to Unavoidable and Extraordinary Circumstances: You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth & Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

6. Alterations or cancellations by you after commencement of travel and unused services

We regret that no credit or refund is possible for any unused services provided in the cost of the holiday. If you decide

to alter your travel arrangements whilst abroad this is your own responsibility; you will be liable for any cancellation charges that may be levied for the services originally booked and for the cost of booking the revised arrangements and the arrangements themselves. The Company and the Company's agents are not responsible for any extra costs nor for any difficulties that may arise with onward travel as a result of such alterations.

7. Alterations and cancellations by us

a) Great care is taken to ensure that the descriptions and prices given on this website and in our quotations and itineraries are accurate. Occasionally we have to make changes and correct errors in itineraries and other details both before and after bookings have been confirmed, and we reserve the right to do so.

We may also have to cancel bookings where you have failed to comply with any requirement of these Terms & Conditions entitling us to cancel (such as payment on time), or where we are forced to do so as a result of 'force majeure' as defined in clause 8. We will notify you (or your travel agent) at the earliest opportunity.

b) In very rare circumstances, we may have to modify a holiday before you depart. Most changes will be minor and if we make a minor change, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. 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 or changes of carriers. Please note that carriers such as airlines may be subject to change.

Occasionally, we may have to make a "significant change". A significant change is a change made before departure which, taking into account the information you give the Company at the time of booking and which we can reasonably expect to know as a travel organiser, we can reasonably expect to have a major effect on your holiday. Significant changes include:

- i)** a change in your flight departure time by more than 12 hours
- ii)** a change in your departure or arrival airport to one that is significantly more inconvenient to you (except as between Gatwick and Heathrow) or
- iii)** a change of accommodation to that of a lower official classification for the whole or major part of the time you are away.
- iv)** a change of accommodation area for the whole or a significant part of your time away.
- v)** a significant change to your itinerary, missing out one or more destinations entirely.

Cancellation: We will not cancel your travel arrangements less than 70 days before your departure date except for reasons of force majeure (see clause 8) or failure by you to pay the final balance.

If we have to make a significant change or cancel before your departure we will notify you as soon as possible. If there is time to do so prior to departure we will offer you the choice of one of the following options:

- i)** accepting the changes (for significant changes) or
- ii)** purchasing an alternative holiday from us, of a similar standard to that originally booked (paying or receiving a refund in respect of any price difference). Please note that due to the highly individual nature of our holidays it frequently may not be possible to offer you a directly comparable holiday to the one you originally booked.
- iii)** Cancelling or accepting the cancellation and receiving a full refund of all monies you have paid the Company.

You must advise us of your decision within 7 days of the date on which we notified you of the significant change or cancellation. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements. Please note that the above options are not available when any change made is a minor one.

e) If we have to make a significant change or cancel we will, where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change is notified to you. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make changes or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period of notification of change before scheduled departure date	Compensation per person
More than 70 days	Nil
70 days - 56 days	£10 per person
55 days - 31 days	£15 per person
30 days – 15 days	£25 per person
14 days – departure	£35 per person

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- i)** where we make a minor change;
- ii)** where we make a significant change or cancel your arrangements more than 70 days before departure;
- iii)** where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- iv)** where we have to cancel your arrangements as a result of your failure to make full payment on time;
- v)** where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- vi)** where we are forced to cancel your arrangements due to force majeure (see clause 8)

If after you depart, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, the Company will make suitable alternative arrangements for the continuation of your package at no extra cost to you and will, where appropriate and provided that the change in your arrangements has not been caused by 'force majeure' (see clause 8), compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular because we neither, own, manage nor control the accommodation that is used, it is possible on rare occasions that we may be advised that your reserved accommodation is not available when you arrive at your destination. In this event the Company will endeavour to secure accommodation of at least the same standard in that destination. If only a lower standard is available, we will refund the difference between the price of the accommodation booked and that received, and will

pay £30 per person for any inconvenience caused. This amount will be paid on your return from holiday. If we are obliged by 'force majeure' (see clause 8) to change or terminate your holiday after departure but before the scheduled end of your time away, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

8. Force majeure

Except where otherwise expressly stated in these Terms & Conditions, we regret that we cannot accept liability or pay any compensation when the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Terms & Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include warfare and acts of terrorism (and threat thereof), civil strife, epidemics, pandemics and other significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

9. Price policy and surcharges

a) All prices published in our marketing material and website are for guidance only and are based on exchange rates in effect on the publication date. Although every effort is made to ensure these prices are accurate at the time of publication we cannot guarantee these prices. Please note that changes and errors do occasionally occur. You must check the price of your chosen holiday at the time of booking. The price of your holiday may vary at any time before we have accepted your booking. We reserve the right to alter or correct errors in any quoted or published prices at any time prior to a contract between us coming into existence. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

b) Your Confirmation Invoice will contain details of what is included in the price of your package. Any items not detailed in your Confirmation Invoice are not included in the price of the package.

c) Once your Confirmation Invoice has been issued, and subject to the correction of errors, we will only alter the price of your holiday in the following limited circumstances. A surcharge or refund (as applicable) will be subject to the conditions set out in this clause solely to allow for increases which are a direct consequence of changes in:

i) the price of carriage of passengers resulting from the cost of fuel or other power sources;

ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties

not ot directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

- iii)** the exchange rates relevant to the package.
 - a)** Even in the above cases, only if the amount of the increase is greater than 2% of the cost of your holiday (excluding insurance premiums and amendment charges), will we levy a surcharge. You will be charged for the amount over and above that. If any surcharge is greater than 8% of the cost of your holiday (excluding insurance premiums and amendment charges) you will be entitled to cancel your booking and receive a full refund of all monies that you have paid us (except for any insurance premiums and amendment fees), or accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price). Should you decide the cancel for this reason, you must advise us within 14 days of the issue date printed on the surcharge invoice.
 - b)** If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge.
 - c)** 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.
 - d)** The financial commitments offered by the Company mean that the Company is not able to reduce holiday prices should the value of the £ strengthen.
 - e)** There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

10. Excursions

We do not provide excursions other than those outlined in your Confirmation Invoice and which form part of the arrangements booked and paid for prior to your departure. Our local representatives or local operators may put you in touch with local operators of excursions. When you book an excursion locally you contract directly with the local company providing that excursion and not us. We have no legal liability for such an excursion and any claim that you might have arising out of the excursion will be against the relevant company and subject to the local company's terms and conditions.

11. Disabilities and medical problems

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 problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

10. Website and quotation descriptions

Every effort is made to ensure that the details, descriptions and prices contained on the Company's website and in our quotations and itineraries are correct, based on inspections, and information passed onto the Company by its suppliers.

Please note that changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice.

11. Our responsibilities

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Terms & Conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms & Conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a)** the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- b)** the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- c)** force majeure as defined in clause 8.

(3) Please note that we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.

(4) The promises we make you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have been applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of safety features that might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these Terms & Conditions, we limit the maximum amount of compensation we may have to pay you if we are found liable under this clause:

- a)** loss of and/or damage to any luggage or personal possessions (including money): the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your

insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

b) For all other claims not falling under (i) above which do not involve death, illness or personal injury: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

c) Claims in respect of international travel by air, sea and rail or any stay in a hotel:

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(6) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(8) Please note, we cannot accept liability for any damage, loss, expense or other sum(s) of any description:

- a)** which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or
- b)** which relates to any business or
- c)** which is an indirect or consequential loss of any kind.

(9) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start

of your holiday. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

(10) Nothing in this clause 11 or in these Terms & Conditions limits any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury due to our, our employees or our supplier’s negligence.

12. Your responsibilities

a) Travel Advice: Prior to making a booking you are advised to check the advice issued by the Foreign, Commonwealth & Development Office on your preferred destination by visiting the website: <https://www.gov.uk/foreign-travel-advice> or by calling the Travel Advice Unit on 0845 850 2829. If the Foreign, Commonwealth & Development Office advises that people should not visit a particular country we will act on this advice.

b) Visas: At Confirmation Invoice stage we will advise you of the visa requirements applicable for British Citizens who hold a full British passport, however, please be aware that further changes could take place before you travel. It is your responsibility to check current requirements with the Embassy or Consulate in good time prior to your departure.

c) Passports: British Citizens require a full 10 year British passport (valid for at least 6 months beyond the end of your holiday) for the holidays that we offer. Please note that requirements do change and you must check the up to date requirements in good time prior to travel. A full British passport presently takes approximately 2 to 6 weeks to obtain. All children should travel on full passports. If any member of your party doesn’t have a passport we recommend an application should be made at least 6 weeks prior to your holiday. The UK Passport Office has to confirm your identity before issuing your first passport and will require you to attend an interview in order to do this.

d) Health: Recommendations for mandatory healthy requirements will be sent out to you at Confirmation Invoice stage, however, we are not medical experts and further changes may occur prior to your departure. It is your responsibility to ensure that you obtain proper and detailed medical advice from your Medical Practitioner (GP) or travel clinic. As some vaccinations require more than one visit you should visit your Medical Practitioner (GP) at least 8 weeks prior to departure. If you have any medical condition / disability that may affect your ability to enjoy and pursue fully your arrangements you must notify the Company.

e) Travel Documents:

i. It is important that you check all travel documents and tickets carefully to ensure that all details are correct and that the names correspond with your passport. Any errors must be reported to the Company as soon as possible. We cannot accept responsibility for incorrect details on your travel documents unless caused by our negligence.

ii. It is your responsibility to ensure that all members of your party are in possession of all necessary travel and health documents and have all necessary health certificates prior to departure. All costs of obtaining such documentation or vaccinations and certificates must be paid by you. We regret that we cannot accept liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or have correct vaccinations/ certificates. You are also responsible for ensuring that all members of your party have adequate travel insurance.

f) Flight timings: It is your responsibility for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The correct timings, using the 24 hour clock system, may have

adjusted since you received your Confirmation Invoice. We cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents. If you miss your outbound flight for any reason but continue with your holiday you are responsible for notifying the airline concerned to protect your return flight.

g) Behaviour: Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline, pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property, or persistently effecting the enjoyment of others, we reserve the right to terminate your holiday. If you are evicted from a hotel, at the discretion of the hotel management, or prevented from travelling at the discretion of an airline or other transport provider, or subject to arrest, no refund or compensation will be paid, nor will we have any further responsibility towards you including the provision of any return travel arrangements or pay you any compensation whatsoever. 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 hotel manager or other supplier prior to 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. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

h) All luggage and personal effects are at all times your own responsibility.

13. Complaints and arbitration

a) If you have a complaint during your holiday with any aspect of the Company's arrangements, you must address your complaint immediately to the Company's local representative, or on-site representative (if available), or use the Holiday Architects emergency contact number with which you will be supplied before your departure. That number will put you in touch with one of our employees who will take all reasonable steps to help you. It is only if you do this that the Company has the opportunity to put matters right on the spot. It is unreasonable to take no action whilst on holiday, but then to write a complaint letter on your return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive ideally within 30 days of your return. We will acknowledge your written notification within 14 days and provide a detailed response within 28 days of receipt of your letter. Failure to take either of these steps will deny the company the opportunity to resolve the problem immediately and / or investigate properly. In consequence, this may affect your rights under this contract.

b) We can usually sort out any complaints that you may have. But if we cannot agree, you can take the matter to arbitration under the Travel Industry Arbitration Services special scheme. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of client in respect of costs. The scheme does not apply to claims for an amount greater than £2,500 per person or £10,000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Details of the scheme will be supplied on request.

14. Your financial consumer protection

We provide financial security for flight-inclusive packages and ATOL protected flights by way our Air Travel Organiser's Licence number (7352) issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone number 0333 103 6350, email: claims@caa.co.uk.

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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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.

A&D Holidays Ltd t/a Holiday Architects is a company committed to customer satisfaction and consumer financial protection. We provide full financial protection for our package holidays which don't include flights, by way of the TMTProtects.me Scheme, operated by Trust My Travel, The Cedars, New Road, Ryhall, Rutland, England, PE9 4HL. To contact us, please email trust@trustmytravel.com or telephone our customer service line on +44 1780408141.

Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond.

15. 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 which will form part of your contract with us. 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.

16. Prompt assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel

arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

17. Delays, missed transport arrangements and other travel information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 8 of these Terms & Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

18. Advance passenger information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

19. Law

Your contract is with A&D Holidays, a company registered in England under No 7261883, whose registered address is 19 Fairfield Avenue, Cheltenham, GL53 7PN. All matters concerning this contract will be governed by the law of wherever you live in the United Kingdom, or if non-resident, then by English Law, and any claims will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

A&D Holidays Ltd, trading as Holiday Architects. Registered address: 19 Fairfield Avenue, Cheltenham, GL53 7PN.
Registered in England with Company registration number 7261883.
VAT registration number 992 6362 80.

