

Palm Breeze Holidays / Constant Travel Booking Conditions

1. Introduction

- 1.1 These booking conditions, together with our privacy notice and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Palm Breeze Holidays/ Constant Travel Unit 16a, Pavilion Business Park, Royds hall Rd, Leeds LS12 6AJ ("we" or "us"). 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.
- 1.2 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 P7577 .
- 1.3 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.

2. Booking

- 2.1 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 and you are over 18 years of age.
- 2.2 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.
- 2.3 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.

3. Payment

- 3.1 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 booking 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.

4. **Your contract**

4.1 When making your booking we will arrange for you to enter into contracts with the suppliers (tour operator, airline or other supplier) named on your booking summary. For most bookings we act as agent for the supplier but we act as your agent when making a booking with most no frills airlines. Details will be given at the time of booking. The supplier's booking conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. They may limit or exclude the supplier's liability to you, as well as in accordance with applicable International Conventions. Please ask us for copies of these if you do not have them. Until a component has been confirmed by the individual supplier, no contract has been formed.

4.2 You may wish to purchase flights, hotel, car rental, transfers or other services on our website. The products shown are subject to availability. Each component will be provided by different third party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. However, depending on which arrangements you book with us a combination of travel services may be a package under the Package Travel Regulations for which we are responsible as package organiser (see "Where we are package organiser" below).

5. **Flights**

5.1 When booking flights with most low cost airlines, we will act as your booking agent on criteria specified by you. In relation to such bookings, you appoint us to source those flights on your behalf and you are our principal. We will arrange for you to enter into a contract directly with the airline concerned. Your payment obligations will be as agreed between you and us. In all other respects, you will be subject to the airline's terms and conditions which you must refer to on the relevant airline's website. You are advised to read these carefully prior to requesting us to book your flight. By making a booking for which we are acting as your agent, you specifically agree to the terms of this clause. We accept no liability in relation to any contract you enter into with the airline, or their acts or omissions, or for the flight service itself.

5.2 **Charter flights:** When you book your charter flight through us, we act as agent for the charter flight provider who holds an ATOL. The contract will be between you and the charter flight provider.

6. **If You Want To Change or Cancel Your Holiday**

6.1 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 booking 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.

7. **Changes or Cancellations by the Supplier**

7.1 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. Except where we act as package organiser (see "Where we are package organiser" below), we accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

8. **Our Service Charges**

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

- "Administration Fee for Supplier Failure Cover" (see "Your Financial Protection" below)
- "ATOL fee" (see "Where we are package organiser" 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.

9. **Our responsibility for your booking**

9.1 Your contract is with the supplier and its booking conditions apply. Unless we act as package organiser (see "Where we are package organiser" below), as agent, we accept no responsibility for the actual provision of the travel services. 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 three times 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.

10. **Complaints**

10.1 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.

10.2 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 then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see www.abta.com.

- 10.3 You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

11. **Your Financial Protection**

- 11.1 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.

- 11.2 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.

- 11.3 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 package (see "Where we are package organiser" 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.

- 11.4 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).

- 11.5 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.

12. **Where we are package organiser**

- 12.1 Depending upon which arrangements you book with us and how they are booked, your travel arrangements may constitute a package holiday where we are the organiser under The Package Travel and Linked Travel Arrangements Regulations 2018.
- 12.2 Where we are package organiser, we will still be acting as an agent and your contracts will still be with the separate travel service suppliers. However, as package organiser we will be responsible for the performance of the travel services included in your package, irrespective of whether those services are to be performed other travel service providers (our suppliers). If any of the travel services are not performed in accordance with the package travel contract and we don't put that right we may be liable to offer you compensation, but within the limits of the law and the terms of these booking conditions.
- 12.3 We provide security for flight-inclusive packages where we are the organiser as an Accredited Body Member of Hays Travel through Hays Travel's Air Travel Organiser's Licence number 5534 issued by the CAA of 45-59 Kingsway, London WC2B 6TE (www.caa.co.uk). An ATOL Protection Contribution of £2.50 per passenger is payable to the CAA on package bookings and this will be reflected on your booking summary as a charge for "ATOL fee".
- 12.4 When you buy a package holiday where we are the organiser which doesn't include a flight, protection is provided by way of a bond held by ABTA of 30 Park Street, London, SE1 9EQ (www.abta.com).
- 12.5 Where we are package organiser, You may transfer the booking to another person. An administration charge will be made of £50 per person for transfer requests made more than 61 days before departure, and £100 per person within 61 days before departure. You must also pay any further costs we incur in making this transfer. As most airlines do not permit name changes after tickets have been issued, these charges are likely to include the full cost of the flight. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.
- 12.6 Where we are package organiser, if you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.
- 12.7 Where we are package organiser, you can contact us to complain about any lack of conformity perceived during the performance of the package or to request assistance if you are in difficulty through 01134300213 .

13. **ABTA**

We are a Member of ABTA, membership number P7577. 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 at www.abta.com.

14. **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.

15. **Insurance**

We strongly recommend that you take out adequate travel insurance and it may be a condition of your contract with suppliers. Your insurance should offer cover for 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 would have been covered by such insurance.

16. **Accommodation**

16.1 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.

16.2 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.

16.3 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.

16.4 The standard international practice is to let rooms from midday to midday. However times do vary. Check-in times are usually between 2pm and 3pm, check-out times between 11am and 12 noon on the day of departure. Therefore, if you check-in immediately after a night flight this would normally count as one night's accommodation. Similarly, if your return flight is at night you will normally be required to vacate your room at 12 noon prior to leaving for the airport. Day rooms are subject to availability/cost and should be arranged locally with the accommodation management.

17. 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.

18. 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.

19. Passports, Visas and Health

19.1 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. For more information on passports please visit <https://www.gov.uk/browse/citizenship/passports>

19.2 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, visit www.fco.gov.uk.

20. 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.

21. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our obligations to you are affected by any circumstances which we or the supplier of the service in question could not have avoided even if all reasonable measures had been taken. These circumstances 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, weather conditions which make it impossible to travel safely to the destination and all similar events outside our control or the control of the supplier concerned.

22. **Behaviour**

Please be aware that the booking 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.

23. **Privacy notice**

We are committed to respecting your privacy and protecting your personal information. Our privacy notice is available on our website.

24. **Law and Jurisdiction**

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