

# TERMS & CONDITIONS

From January 2024

**Barnt Green Travel Lounge act solely as an agent or sub-agent in respect of all bookings we make on your behalf.** The following terms apply on all arrangements which we will make for your travel or holiday requirements. When making a booking you will enter a contract with the supplier named on your receipt or booking confirmation. (e.g. tour operator/airline/cruise company/accommodation company).

Your booking could be a package holiday with one company or made up by different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. The supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully. Please ask us for copies of these if you do not have them.

To facilitate our ability to continue to provide safe and enjoyable holidays to our guests, we reserve the right to refuse to accept a booking request from an individual or group and reserve the right to cancel an existing reservation.

**Booking and Payment:** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier (or full payment if requested at the time of booking). Your booking will be confirmed and a contract between you and the supplier will commence. Please check your confirmation carefully and report any incorrect or incomplete information to us

immediately. **Please ensure that names are exactly as stated in the relevant passport.** As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

If you have paid 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. If you have paid a 'low deposit' the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. 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.

**Accuracy of Prices:** We reserve the right to amend an advertised price at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special

note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

**Insurance:** Many suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Whether we have issued your policy or you have purchased it elsewhere 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 may affect the scope or validity of your insurance.

**Special requests:** If you have any special requests (e.g. dietary requirements, room location etc), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met, and we will have no liability to you if they are not.

**Changes and Cancellations By you:** Any cancellation or amendment request **must be made by the lead name** and sent to us in writing, by email or post, and will take effect on the day we acknowledge receipt. Proof of posting is not proof of receipt; therefore, we recommend that you also confirm all changes by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which will increase closer to the date of departure and could amount to 100% of the holiday cost). In addition, we may charge an administration fee of up to £50 per person. **Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.**

**Changes and Cancellations by the Supplier:** We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

**Our responsibility for your booking:** Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, should we be found liable to you on any basis whatsoever, our maximum liability to you is limited to the cost of your booking (or an appropriate proportion if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises because of our negligence or that of any of our employees whilst acting in the course of their employment.

**Financial Protection:** All the package holidays we sell come with protection for your money. If we sell you a Tour Operators Package Holiday, we may also sell you a separate travel service from another supplier. As a Package is not a travel service in itself, the Tour Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser in accordance with the Package Travel and Linked Travel Arrangements Regulations.

Package holidays are protected by the package organiser, and we will provide you with their confirmation. 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.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

**Passport, visa and health requirements:** We can provide general information about the passport and visa requirements for your trip. **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(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa, or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. 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 in good time before your departure.

**Accommodation Ratings, Standards, and Information:** All ratings are as provided by the relevant 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. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

**Complaints:** Because the contract for your arrangements is between you and the supplier, 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 agent immediately. If you fail to do so there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to us. You will see our name and contact details in any confirmation documents we send you. If the matter cannot be resolved by ourselves you can continue your complaint with ABTA if the Tour Operator is a member then you have the option to use ABTA's Arbitration scheme, approved by the Chartered Trading Standards Institute.

**Final Travel Arrangements:** Please ensure that all your travel, passport, visa, and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport. For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

**Delivery of Documents:** All documents (for example invoices/tickets/Insurance policies) that require to be posted will be sent to you via Royal Mail. Once documents leave us, we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.