

## TYPICALLY HOLIDAYS TERMS AND CONDITIONS.

### 1. Your Holiday Contract

When you book a holiday with us, you are entering into a contract with Britaly Travel Ltd, Registered in England and Wales company no. 01832133 ("we" or "us") on the basis of this brochure.

Our Head Office address is;  
**Britaly House, 8-10 London Road, Peterborough, Cambridgeshire PE2 8AR.**

When you make a booking with us through your local, independent Travel Agent, as the first named person on that booking, you agree and accept on behalf of all persons detailed on the booking that:

- You have read these Terms and Conditions and have the authority to and do agree to be bound by them;
- You consent to our use of your personal data in accordance with our Privacy Policy and are 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);
- You are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declare that you and all members of your party are of the appropriate age to purchase those services; and
- You accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please read these Terms and Conditions carefully prior to purchasing any holiday with us as, together with any other written information we brought to your attention before we confirmed your booking, they form the basis of your contract with us.

From time to time, due to changes to the law for example, we may need to update our Terms and Conditions. If we make a significant change to the Terms and Conditions after you've booked your holiday with us, we'll let you know. If you have any questions relating to our Terms and Conditions, please contact our; Customer Relations Department, 8-10 London Road, Peterborough, PE2 8AR.

### HOLIDAYS AND OFFERS ADVERTISED IN THIS BROCHURE ARE SUBJECT TO AVAILABILITY.

### 2. Your Financial Protection

#### A. ATOL

We provide full financial protection for our package holidays, by way of our ATOL (Air Travel Organiser's Licence) no. 6872, when you book an ATOL protected holiday, you will be issued an ATOL Certificate by your travel agent as soon as you pay over any money for the holiday - even if this is only a deposit. We will later send your travel agent a holiday confirmation invoice verifying the details and prices of the holiday that you have already booked; which in most cases will have been confirmed by telephone.

Your ATOL Certificate is proof that the holiday you have booked is protected by the ATOL scheme. It will tell you; what's protected by ATOL; who's covered; who is providing this protection (the travel business's name and ATOL number).

Your ATOL Certificate will also tell you what to do if your travel business stops operating. Read the full terms of the Air Travel Trust Payment Policy on [www.caa.co.uk](http://www.caa.co.uk). Keep your ATOL Certificate somewhere safe and take it on holiday so you know how to make an ATOL claim if you need to.

#### B. ABTA

ABTA (The Association of British Travel Agents) has a Code of Conduct to protect holidaymakers; we are a Member of ABTA, no. W6934. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently.

It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element.

Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

You can find further protection for holidaymakers in The Package Travel and Linked Travel Arrangement Regulations 2018, these Regulations implement the EU Package Travel Directive 2015. Much of these Regulations have been adopted in the ABTA Codes of Practice. These Regulations do not apply if transport and accommodation have been booked separately, (although if transport or accommodation is combined with other tourist services making up a large part of the package, then the Regulations will apply).

### 3. AITO Quality Charter

Typically Holidays is a member of the AITO (Association of Independent Tour Operators). The Association represents Britain's leading independent tour operators and encourages high standards of choice, quality and service. Typically Holidays abides by the Association's Code of Business Practice and adheres to the AITO Quality Charter which can be viewed on [www.aito.com](http://www.aito.com). Visit the website to find out more about the Association or call 020 8744 9280.

### 4. Your Holiday Price

#### A. When You Book

All prices, supplements shown in this brochure are correct at time of printing (01 November 2022); but may vary and our current selling prices will be advised at the point of enquiry by telephone and confirmed on our Confirmation Invoice. Prices may increase around cultural events, trade shows or special events taking place and weekend supplements may also apply.

#### B. VAT and Exchange Rates

Our VAT Registration no is 638286213 and all prices quoted in this brochure include VAT where relevant (at 20% at time of printing). The brochure prices of your travel arrangements were calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 01/11/2023 in relation to the following currencies: Euro 1.10.

#### C. Tourist Tax

All regions and cities impose a Tourist Tax. Amounts often vary between region and hotel star rating and often payable by customers locally on departure from their hotels. The tax is not included in the cost of the accommodation. It is an additional charge which must be paid directly to the hotel. The hotel will collect the tax on behalf of the local council. The rate of the tax varies from place to place. Please enquire for further details.

#### D. Payment

When you make your booking you must pay a deposit of **£180.00** per person. Should the travel arrangements be on a low cost carrier or on a restricted saver ticket the payment for this part of your booking will be due for **payment in full** at time of booking (any cancellation or changes to ticketed flights will result in a full loss) and will alter the deposit due.

The balance of the price of your travel arrangements must be paid at least **12 weeks** before your departure date. If the deposit and/ or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times

### 5. Alterations or Cancellations of the Bookings By You

If you wish to make a change or add anything to your booking, please contact your Travel Agent. Any request for changes to be made must be in writing from the first named person on that booking. We will always do our best to accommodate any changes that you need to make to your confirmed holiday arrangements but these changes may not always be possible.

#### A. If You Change Your Holiday

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, an administration charge of **£20.00** per person, per change, and any further cost we incur in making this alteration will be applied. You should be aware that these costs could increase the closer to the departure date.

#### IMPORTANT!

Some arrangements; e.g. flights purchased from certain airlines and certain hotel bookings or other costs may not be refundable or transferrable after a confirmation invoice has been issued and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements.

#### B. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in para 6. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

### 6. Alterations or Cancellations of the Bookings By Us

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

#### A. If We Change Your Holiday

If we make a major change to your holiday; examples include a change of UK airport, time of departure from the UK delayed by more than 12 hours; accommodation of a lower official classification; cancellation of holiday. These changes are only illustrations and there may be other significant change, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure.

You will have the choice of either;

- accepting the change of arrangements or
- accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or
- cancelling your holiday and receiving a full refund of all monies paid.

In some cases we will also pay compensation (see para 6). These options do not apply for minor changes; examples of minor changes include change of airline, flight time by less than 12 hours, routings, aircraft type or overseas arrival airports, change of accommodation to another of the same or higher standard or luggage allowance on flights (including luggage allowance changes if carrier changes), room type changes, loss of facility in room type booked and any other change not specified as major above.

## B. If We Cancel Your Holiday

We will not cancel your travel arrangements less than **8 weeks** before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see para 6).

## 6. Compensation

If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before scheduled departure within which written changes or cancellations are notified to your travel agent	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
	Amount you will receive from us	Amount you will receive from us	Amount of cancellation charges
More than 84 days	NIL	100% of holiday cost	Deposit ONLY
83 – 43 days	£10	100% of holiday cost	50% of holiday cost
42 – 29 days	£20	100% of holiday cost	60% of holiday cost
28 – 16 days	£30	100% of holiday cost	80% of holiday cost
Less than 15 days	£40	100% of holiday cost	100% of holiday cost

## 7. Force Majeure

We will not be liable or pay you compensation if our contractual obligations to you are affected by "unavoidable and extraordinary circumstances", meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include: warfare and acts of terrorism (or threat thereof); civil strife; 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 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; lock closure; natural or nuclear disaster; fire; chemical or biological disaster; unavoidable technical problems with transport; or similar events outside our control or that of the supplier(s) concerned.

### 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 unavailability of certain flight routes and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. 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 Force Majeure, 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. If You Have a Complaint

If you have a problem during your holiday, please refer the matter to the supplier without undue delay (e.g. your hotelier, airline, car rental etc) who will endeavour to put things right. If further assistance is required our resort representative should be contacted (contact numbers are provided with travel documents). If your complaint is not resolved, then you must contact our Emergency Out of Hours Service (number can be found within travel documents) to inform us of any problems. Matters can most easily be resolved for you on the spot, when the supplier can see and understand the exact nature of any problems you have. It is unreasonable not to take any action whilst on holiday and then complain.

In the unlikely event that matter was not resolved locally then please follow this up within 28 days of your return home by writing to our; Customer Relations Department, 8-10 London Road, Peterborough, PE2 8AR giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this booking.

## 10. Our Liability to You

We accept responsibility for the package holiday 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. As such, we are responsible for the proper provision of all travel services included in the package, as set out in your Confirmation Invoice.

Subject to these Terms and Conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, we will pay you reasonable compensation. 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.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description arising out of the package holiday services if it results from:

- The act(s) and/or omission(s) of the person(s) affected;
- The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- Force Majeure (see para 7).

In addition, we will not be responsible;

- where you do not enjoy your package holiday or suffer any problems due to something about which you did not tell us when you booked your holiday and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents;
- where any losses, expenses, costs or other sum you have suffered relate to any business or profession.

The extent of our liability in respect of international travel by air, rail, or any stay in a hotel will be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); 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 the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

## 11. Your liability to us

We want all our customers to have an enjoyable holiday. Please remember that all clients are responsible for their own actions and the effect they may have on others. If we (other persons in authority) reasonably believe a customer's behaviour is disruptive or affects others, is threatening or abusive or is likely to damage property, we may end that customer's holiday. This could mean that the customer will be prevented from using the accommodation or transport arranged. If this happens we will not pay compensation or meet expenses incurred as a result.

## 12. Personal Injury

### A. Whilst participating in arrangements made by us

We have taken all reasonable and proper steps to ensure that any services which may be provided to you as part of the holiday arrangements are efficient, safe and reputable suppliers who comply with the local and national laws and regulations of the country in which they provide the services. We have no direct control over the provision of services to customers by suppliers. However, subject to para 2B, 7 & 12B we will pay damages to our customer as entitled under English Law, and the jurisdiction of the English Courts.

### B. Unconnected with travel arrangements made by us

If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your holiday arrangements or an excursion arranged through us, we shall at our discretion offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs or benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

## 13. Accuracy of Brochure

To the best of our knowledge the information contained in this brochure is correct at the time of publication. However, we reserve the right to make changes after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are finalised. Many of our hotels have individually decorated and styled rooms, therefore the hotel room photographs are set as an example only.

## 14. Air Passenger Rights

Under EU law you have rights in some circumstances to refunds and/or compensation from your 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. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in para 6. If your airline does not comply with these rules you can make a complaint via the civil aviation authority [www.CAA.co.uk](http://www.CAA.co.uk).

## 15. Data Protection Act

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, passport details any special needs etc. We will not pass any information on to any person not responsible for part of your travel arrangements and we take full responsibility for ensuring that proper security measures are in place to protect your information. We must however pass the information on to the relevant suppliers of your holiday arrangements, such as airlines, hotels, transport companies etc.

**Reservations 01733 31 55 22**