

# Holiday Architects: 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 Eighth Floor, Eagle Tower, Montpellier Drive, Cheltenham, GL50 1TA, registered company number 7261883 and hereafter referred to as 'Holiday Architects', 'the company', 'us', 'we', 'our'). The following Terms & Conditions 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.

## 1. Booking your 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 is non-refundable except as set out in clause 6. The deposit will be 15% 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. 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.

(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 the Company cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) 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 4 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.

## 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 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.

## 3. Alteration by you

(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 4. 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.

(b) If you are unavoidably prevented from taking your booking and wish to transfer your booking to a another person you may do so providing that the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments, it may be possible to transfer to booking to a person acceptable to the Company. Request for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (eg. Doctor's certificate) and 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. 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.

## 4. 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).

Covid-19: Where your travel is impacted by Covid-19 (including where FCO advises against all but essential travel to the country(ies) you are travelling to or through), you will be entitled to postpone the trip to a date within a 12 month window from the original date of travel (subject to any surcharges for seasonal changes). The change in status of FCO advice to a region/ country is not a cause for refund by the Company in this instance.

Where a trip has been postponed by you after correspondence with your travel specialist regarding [Coronavirus/Covid-19], then your booking will be subject to the cancellation charges that would have been incurred had you cancelled the trip on the date you advised you wanted to postpone. Once your booking has been postponed and new dates notified then no further postponements are allowed, subject to Company's absolute discretion.

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 including 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.

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.

#### 5. 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.

#### 6. 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 7. 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. 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 (please note a change affecting a hotel during a tour where the hotel itself is not the focus of the tour does not constitute a significant change). If we have to make a significant change 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. If cancellation is due to force majeure (see clause 7) or any other circumstance beyond the control of the Company we will be entitled to deduct from your refund any reasonable expenses that we may have incurred.

You must advise us of your decision within 7 days of the date on which we notified you of the significant change or cancellation. Please note that the above options are not available when any change made is a minor one. A minor change is one which taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a travel organiser, we could not reasonably expect to have a significant effect on your holiday.

(c) 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.

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

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirements of these Booking Terms & Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

(d) 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 7), 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 7) to change or terminate your holiday after departure but before the scheduled end of your time away we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result except as set out above.

#### 7. Force majeure

Except where otherwise expressly stated in these booking 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 war or threat of war, riots, civil strife, actual or assumed terrorist activity, industrial dispute (actual or threatened), border closures, natural or nuclear disaster, technical problems with machinery, transport or equipment, fire, inclement weather and all similar events outside the control of the party concerned.

## 8. 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, in the event of any change in our transportation costs or dues, taxes or fees payable for services such as fuel surcharges, landing taxes or embarkation or disembarkation fees at ports or airports.

(d) 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. If any surcharge is greater than 10% 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) if you advise us within 14 days of the issue date printed on the surcharge invoice.

(e) 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.

(f) A refund will only be payable if the decrease in our costs exceeds 2% of the total holiday cost as set out above. Where a refund is due we will pay you the full amount of the decrease of our costs.

(g) The financial commitments offered by the Company mean that the Company is not able to reduce holiday prices should the value of the £ strengthen.

## 9. 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.

## 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

(a) We promise to make sure that the holiday arrangements we have agreed to make perform or provide as applicable, as part of our contract with you are made, performed and provided with reasonable skill and care. This means that, subject to these Terms & Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use all reasonable skill and care in making, performing or providing as applicable, your contracted holiday arrangements. Please note that it is your responsibility to show that all reasonable skill and care has not been used 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).

(b) We will not be responsible 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

(i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

(ii) 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

(iii) force majeure as defined in clause 7.

(iv) the fault of anyone who is not carrying our work for us (generally or in particular) at the time.

(c) 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. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(d) 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.

(e) As set out in these Terms & Conditions, we limit the maximum amount we may have to pay you for claims you may have to make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £150 per person affected unless a lower limitation applies to your claim under this clause or clause (11 (f)) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is a refund of the cost of the holiday (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, a refund of any directly attributable expenses incurred by that person and a daily sum of £72 unless a lower limitation applies to your claim under clause (11 (f)) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(f) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, rail, sea or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay you for any claim or that part of a claim if we are found liable to you on any basis is, except as otherwise expressly set out in the Booking Terms & Conditions, the most the carrier or hotel keeper concerned would have to pay under the International Convention or Regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and the Convention concerning International Carriage by Rail (COTF)).

Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. You are not entitled to make any claim against us which concerns or is based on any travel arrangements provided by any air, rail, sea, or road carrier or any hotel if such a claim is not expressly permitted to be brought against the carrier or hotel by the International Convention or Regulation which applies to the travel arrangements in question. 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. Copies of the applicable International Conventions are available from us on request.

NB. The Athens Convention limits the maximum amount the carrier has to pay is found liable in any event of death or personal injury. The limit for UK carriers is currently approximately £242,000 per person. The Athens Convention also limits the maximum amount the carrier has to pay if found liable in the event of loss or damage to luggage and also makes provision for valuables. The maximum the carrier would have to pay you if found liable for any damage, delay or loss in respect of cabin luggage under The Athens Convention is currently approximately £1,850 per guest. Once on board ship, all valuables and important items should be deposited with the purser or in the mini-safe in your cabin if available. The carrier cannot accept responsibility or liability for any valuable or important items, which are not deposited with the purser for safe keeping. For items which are deposited with the purser for safe keeping, the maximum the carrier would have to pay you if found liable for any item(s) lost or damaged (for any reason) whilst deposited is the maximum which is payable under The Athens Convention in this situation (currently approximately £2,450 per guest).

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

(i) 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

(ii) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(h) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned, about your claim or complaint, as set out in clause 14 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers or us want to enforce any rights that are transferred.

## 12. Your responsibilities

(a) Travel Advice: prior to making a booking you are advised to check the advice issued by the Foreign & Commonwealth Office on your preferred destination by visiting the website: [www.fco.gov.uk](http://www.fco.gov.uk) or by calling the Foreign Office Travel Advice Unit on 0845 850 2829. If the Foreign 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.

(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 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**

(a) Where international flights to/from the UK are not included your money is protected through our membership of the Travel Vault.

(b) In the unlikely event of the Company's insolvency, and where international flights to/from the UK are not included in the arrangements we have provided, the Travel Vault will ensure that you are not left stranded abroad and will refund any money you have paid the Company for an advance booking.

(c) Holiday arrangements including international flights to/from the UK are protected by our ATOL licence (7352) issued by the Civil Aviation Authority. 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. 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 are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with A&D Holidays Ltd t/a Holiday Architects is fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of A&D Holidays Ltd t/a Holiday Architects. This insurance has been arranged with Zurich Gruppe Deutschland, Zurich Insurance plc Niederlassung für Deutschland, Platz der Einheit 2, 60327 Frankfurt am Main, Germany. Registration number HRB 88353. 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. Data protection policy**

Your personal information and that of your party is important to us. To ensure that your holiday runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements etc. We will apply appropriate security measures to protect the data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. The information may be supplied to security or credit checking companies, and to public authorities such as customs and immigration if required by them or required by law. Additionally, if your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary or religious requirements, to people responsible for your travel arrangements. If we cannot pass this information to relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. In making this booking, you consent to this information being passed to relevant people. Where information is also held by a travel agent, this is subject to your agent's own data protection policy. You are entitled to a copy of your information held by the Company. If you would like to see the information please contact the Company. We may make a small charge for providing this to you.

#### **16. Law**

Your contract is with A&D Holidays, a company registered in England under No 7261883, whose registered address is KBDR, The Old Tannery, Hensington Road, Woodstock, OX20 1JL. 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 heard in an English Court.

A&D Holidays Ltd, trading as Holiday Architects. Registered address: KBDR, The Old Tannery, Hensington Road, Woodstock, OX20 1JL. Registered in England with Company registration number 7261883. VAT registration number 992 6362 80.