



## Booking Terms and Conditions

### 1. The Contract

"The contract" is an agreement by the client to abide by the terms and conditions laid out below.

The terms and conditions set out here together with the confirmation invoice we will send you comprise the agreement between Travel Beyond Ltd and all the people listed on the booking on whose behalf the party leader is acting.

The contract will commence on the date shown on your Confirmation Invoice. We will send your Confirmation Invoice after finalising your booking. It is only then that a contract exists. If you do not receive a Confirmation Invoice within 2 weeks, please contact us immediately.

If you pay in advance of receiving a Confirmation Invoice for additional accommodation (in particular within 10 weeks of departure) this constitutes a commitment to proceed with the booking once your request is confirmed and therefore such monies are non-refundable unless your request cannot be fulfilled.

Please check carefully all the details on the confirmation invoice to ensure they are correct. Please tell us of any errors within 7 days, as we do not accept liability for errors notified after that period.

In addition to the details on the confirmation invoice, the price of your holiday includes all local taxes, VAT, UK and overseas service charges, all current airport taxes and UK Air Passenger Duty.

### 2. ATOL Licence

Travel Beyond Ltd holds a small business ATOL licence. The air holidays and flights shown are ATOL protected by the Civil Aviation Authority. Our ATOL number is ATOL 9883. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

#### ***Your Financial Protection***

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.

### **3. Holiday Price**

All prices generated are correct at the time of putting your personal quote together but we reserve the right to increase or decrease any of those prices at any time until your confirmation invoice has been sent. Travel Beyond Ltd will be able to tell you the up-to-date price of your chosen holiday and of any other services advertised by us before confirming your booking.

We reserve the right to increase the price of your holiday after you have booked. If we need to do that we will send an amended Final Invoice showing the amount you still owe us. This will include any increase to your holiday price made as the result of changes in our costs of supplying your holiday resulting from transportation charges, currency fluctuations, government action or enforced accommodation changes.

If the increase is more than 10% of the holiday price, then:

(1) You may cancel your booking within 14 days of the Final Invoice date and receive a refund of all monies paid to us except any amendment charges.

(2) The increase will be considered a major change as described in clause 3 below and, unless you choose to cancel under para 1 above, you will be entitled to the alternatives set out in that section for those circumstances, but you will always receive compensation in accordance with clause 3.

Any increases in our costs, which occur within 14 days of departure will be borne by us.

### **4. Cancellations and Changes by Us**

As we plan holiday programmes many months in advance, it is sometimes necessary to make changes to the holidays described in your booking information. We reserve the right to make changes after you have confirmed your booking. Although your confirmation and subsequent invoices will show the latest route timings, final timings will be confirmed in your travel pack sent to you 2 weeks prior to departure and may change after that due to circumstances beyond our control. Usually, only minor changes are made to arrangements. However, if we have to make major changes, we will tell you as soon as we can and you then have a number of options available to you.

Major Changes - Change of UK departure airport (but not changes between London Heathrow and London Gatwick airports), destination of holiday (but not villa or hotel changes), time of departure by more than 12 hours and cancellation of holiday.

These are only examples and there may be other changes, which constitute Major Changes.

If we make a Major Change, or if we cancel your original booking, you may:

(a) accept the new holiday offered by us; or

(b) accept a replacement holiday from us of equivalent or very closely similar standard and price, if one is available (together with a refund of the price difference if the new holiday is a lower standard and price); or

(c) cancel your holiday with us altogether and receive a full refund of all monies paid. You must notify us of your choice within 5 days of our offer of the replacement holiday.

### **5. Our Arrangements for Your Holiday**

We will arrange for you to receive from us, or from independent suppliers contracted by us, the services that make up the holiday that you choose and we confirm. We are responsible for ensuring that each part of your holiday is supplied and to a reasonable standard, as described in the itinerary and any amendments. If any part of your holiday is not supplied in that manner, or if a pre-booked excursion or tour is unavailable or cancelled, we will pay you appropriate compensation, which will include any refund of price difference for supplying lower-quality accommodation. We will always return you to your original UK departure point, but all London airports and Dover/Folkestone seaports count as one point. In the event of, for example, an airline Captain's decision to divert to another destination, it will be the airline that arranges onward travel to your allotted end point.

## **6. Our Liability To You**

Although we do not control the day-to-day operations of our suppliers, we accept responsibility for the acts and omissions of our employees, sub-contractors, and local agents acting in the course of their duties to us, if facilities or services which form part of the holiday which we have promised to provide are defective. However, in some countries, local standards will not be the same as in the UK and it is not always within our control to impose our own standards there.

We do not accept responsibility if you suffer illness, injury, or death on holiday unless it is due to the negligence of our employees, agents, suppliers or sub-contractors acting in the course of their duties to us, provided you tell us and the relevant suppliers in resort about the incident and write to us within three months of your return from holiday. When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention and those conventions often limit liability and damages. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey and may also limit liability and damages. When arranging this 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 these terms and conditions form part of your contract with us as well as with the transport company. As we arrange transportation with many different companies we cannot include all of those terms and conditions but you can ask us to provide you with a copy of any of the conditions applicable to your journey.

## **7. Your Holiday Contract**

When you wish to confirm a booking, you must pay the deposit of a minimum of 10% or £250 (whichever is the greater) of the booking. Please note that there may be a supplementary deposit or charge payable on some holidays in order to secure specific facilities with full payment at the time of booking, e.g. Christmas or peak period bookings, business class supplements, some airline tickets, connecting flights, some excursion tickets, etc. These are not refundable in the event of cancellation. Once your holiday has been confirmed by us, the deposit will not be refunded unless we change or cancel your holiday as described in Clause 3. Your contract with us is made on the terms of these Conditions, subject to the laws and jurisdiction of the Courts of England and Wales. We do not accept bookings made in the name of persons aged under 18.

It is a condition of booking that you take travel insurance. No liability will be accepted for the consequences of your travelling without adequate travel insurance.

If you want to include any pre-bookable excursions, car hire, or other offers on your holiday booking, these should be requested at the time of booking.

## **8. Paying For Your Holiday**

You must make payment to us of the balance shown on the confirmation invoice at least 10 weeks before your departure date or, if your booking is made within this period, you must pay the full amount immediately.

If you do not pay in full by the due date, we reserve the right to treat your booking as cancelled and to charge you a cancellation charge up to 100% of the final invoice total in accordance with the scale in Clause 11.

## **9. Changing Your Booking**

If you want to make any changes to your booking after we have issued a confirmation invoice, we will do our best to help. If we can meet your request, the total holiday cost will be recalculated in accordance with the new arrangement you request, taking into account under-occupancy supplements, flight supplements, any cancellation fees or other charges payable and the prices of your new holiday arrangements that apply on the day you ask for the change. We will charge you an amendment fee of a minimum of £25 per person.

If you want to add any new persons to the booking, or add car hire or pre-bookable excursions and we are able to confirm such change, no amendment fee will be charged.

Flights on scheduled airlines are based on APEX type fares and have restrictions on changing names, initials, etc., even before tickets are issued. If you request a name change due to incorrect details given by you, we reserve the right to pass on any airline charges which may increase significantly once tickets have been issued.

If you lose your tickets, you will have to buy new tickets. Scheduled airlines, ferry and train operators usually charge the full ticket price, although most scheduled airlines now operate E tickets which significantly reduces the risk of loss.

## **10. Inability to Travel**

If you are prevented from travelling, you may transfer your booking to another person, if permissible by the supplier. However there may be charges from our suppliers especially in terms of flights, which will be passed onto you. Many airlines, in particular will not allow the transfer of passenger names. Travel insurance is highly recommended to cover any such eventuality.

Other Changes will be subject to the following conditions:

- (1) you send an e-mail from your main contact address (i.e. the e-mail address all correspondence has taken place from) asking us to make the transfer;
- (2) the person you transfer your booking to must comply with all terms of the existing booking;
- (3) that person must confirm to us that they accept the transfer and the terms of our Booking Conditions by e-mail;
- (4) we will charge a fee of £50 per booking to cover the cost of processing your transfer and this will be added to the new Confirmation Invoice issued to that person;
- (5) you will remain responsible for the payment of any balance on that new Invoice should that person fail to pay it;
- (6) you cannot transfer a booking within 21 days of departure date.

## **11. Cancelling Your Holiday**

If you want to cancel your holiday, you must tell us in writing or by e-mail immediately. Verbal cancellations will not be accepted. If you cancel, you will be liable to pay the cancellation charges set out in the table below. Cancellation charges depend on the date when your cancellation is received by us at the following e-mail address [admin@travelbeyond.co.uk](mailto:admin@travelbeyond.co.uk)

The following cancellation fees apply:

Prior to 61 days = Deposit forfeited

60 - 42 days = 60%

41 - 28 days = 90%

0 - 28 days = 100%

If one member of the party wishes to cancel, this may mean that the accommodation booked will be shared by fewer people and the cost for the remaining people may go up. We will re-calculate your holiday cost based on the new number of people traveling. If you decide in resort to curtail your holiday, for whatever reason, we will not make any refunds for any unused accommodation or other services.

In certain circumstances, where the supplier to Travel Beyond Ltd collects payment earlier than 90 days; the booking may be 100% non refundable. Some airline tickets have to be booked and paid for in full within 72 hours of booking, and in such cases the payment for them will be 100% non refundable.

## **12. Whilst on Holiday**

If you want to make changes to the booked arrangements while on holiday, e.g., upgrading your accommodation, changing resort, or extending or reducing your holiday duration, changes will be subject to availability. Any extra costs or cancellation charges must be paid by you locally. All changes must be arranged with us in writing, either through our local representative/agent, area office or direct with our main office.

The accommodation booked must only be used by those persons named on your invoice unless otherwise agreed by us in writing. You are not allowed to share the accommodation or let anyone else stay there.

You are responsible for any damage caused to your holiday accommodation during your stay, except by unknown third parties, and any justifiable charges made by the owner/hotel manager in this respect must be paid by you locally.

## **13. Any Problems**

We make every effort to ensure that you have a trouble-free holiday. If you have a complaint about the holiday, you must immediately inform our representative and the supplier of the service(s) in question, giving all relevant details. Until we know about a problem or complaint, we cannot begin to resolve it. It is therefore a condition of this contract that you communicate any problem to the supplier of the service(s) in question AND to our representative whilst in resort (not all destinations have a representative so please contact our head office). They will do their best to resolve the matter on the spot. If you remain unhappy, the complaint in resort must be followed by a written letter of complaint e-mailed to [admin@travelbeyond.co.uk](mailto:admin@travelbeyond.co.uk) no later than 28 days after the end of your holiday. This must include all relevant information.

## **14. Holiday Participation**

If in the opinion of any person in authority such as an aircraft captain, accommodation owner or manager, or Travel Beyond Ltd employee, you appear to be unfit to travel or, because of anti-social behaviour, are likely to cause a disturbance to other clients or damage to property, we reserve the right to terminate your holiday arrangements with us. We will not be liable to make alternative arrangements for other transport or accommodation nor will we cover any costs, which you incur or make any refunds. If this means you are not allowed to board your outbound flight, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges in accordance with Clause 11.

## **15. The Contract**

The information and prices shown in your confirmation invoice are correct on date of invoicing. You must ensure that you check all details of your chosen holiday (including the price) with us at the time of booking.

On occasions, especially during low season, certain facilities or amenities such as swimming pools, restaurants and other local facilities etc. may not be open or available as advertised due to maintenance, weather conditions, lack of demand or for other reasons outside our control. Photographs of rooms are intended to give an overall impression rather than factual details, and not all rooms will have the same furniture or décor and it may have changed prior to your arrival.

## **16. Medical and Disability Issues**

If you or any member of your party has any medical problem, special need or disability that may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking.

## **17. Health and Documentation Requirements**

Always check with your doctor as to which inoculations and health requirements are advisable or necessary for your holiday well before you travel. Information on health is contained in the Department of Health leaflet 'The Travellers Guide to Health' available from most Post Offices.

Requirements may change. You must check the up-to-date position in good time before departure. Information on these matters are given to you in your travel pack but given in good faith and without responsibility on our part. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure to carry correct documentation. If failure to have any necessary travel or other documents results in costs, fines or other financial penalties being incurred by us, you will be responsible for reimbursing us accordingly. Please remember that even children are now, more often than not, required to hold their own passport. Annual and temporary passports are not accepted by most international borders. Passports are often required to have at least 6 months validity remaining at the time of travel and should also contain blank pages.

## **18. Our Arrangements for Your Holiday**

Villas and private houses are not hotels, guesthouses and as such are not currently classified by the local tourist authorities. Please rely on the descriptions we provide. For hotels, the ratings fixed by the local tourist authority are shown where available. Generally speaking, these ratings are not comparable to rating systems used in the UK.

## **19. Our Liability To You / Your Privacy**

(The information we collect and how we use it)

Travel Beyond Ltd is committed to protecting your privacy and this Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

# **Travel Beyond Privacy Statement**

## **1. How Travel Beyond Ltd uses the information collected**

We do not collect any personal information, whilst you are browsing our website, the only information we collect is that given to us by you.

When you book a holiday or request a brochure, we will need to collect certain personal information such as your name, address and contact numbers to ensure a swift response. We will use this information when contacting you, regarding your holiday or any other products offered by Travel Beyond Ltd. We will not pass on your personal information to any third parties.

## **2. Where your personal information is stored**

All of your personal information is stored at secured locations.

## **3. What is a cookie and does Travel Beyond Ltd use cookies?**

Cookies are used to retain your personal information; this means you do not have to type this information over and over again. We do not use cookies on our website to capture any information.

## **4. What if the privacy statement changes?**

If any changes are made to the privacy statement, they will be updated here.

## **5. The data protection act**

We are registered in the UK and comply with the data protection legislation. We will not sell, rent or trade your personal information to any third parties without your permission. We do not distribute e-mail addresses to anyone and we will only send information about special offers and events if you specifically request it.

## **6. Opt-out policy**

From time to time Travel Beyond Ltd may send you e-mail newsletters, which you may have previously opted-in for.

If you wish to be removed from the database then please e-mail [admin@travelbeyond.co.uk](mailto:admin@travelbeyond.co.uk) with the subject header 'remove'.

## **7. Links to third party sites**

Our website may contain links to other sites, Travel Beyond Ltd is not responsible for the privacy statements of these sites or its content.

## **8. Contacting Travel Beyond Ltd**

If you have any questions with regards to the privacy statement, please contact [enquiries@travelbeyond.co.uk](mailto:enquiries@travelbeyond.co.uk) with the header 'privacy'.

## **9. Acceptance of this privacy statement**

By accepting this policy statement you consent to the use (including processing and storage), transfer and disclosure of your information and data referred to in this policy statement for the purposes set out in this policy statement.

This Privacy may also be seen as a separate tab, on our web site, under the title 'privacy policy'.

Our registered address is 3 Oakdene Place, Guildford, Surrey, GU3 1NJ, United Kingdom.

Travel Beyond Ltd is a registered UK Limited Company, No: 06039996

## **Terms and Conditions**

Access to, and use of, this site provided by Travel Beyond Ltd is subject to the following Terms and Conditions:

1. Use of this site constitutes your acceptance of these terms and conditions, which take effect immediately on your first use of the site. Travel Beyond Ltd reserves the right to change these terms and conditions at any time by posting changes online.
2. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified by the posted changes.
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5. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

6. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

7. If these Terms and Conditions are not accepted in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.

### **External Sites**

Travel Beyond Ltd is not responsible for the content of the external sites linked to from this site.

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