

# Hendersons Travel Agencies Ltd Booking Conditions

## 1. Introduction

- 1.1 These booking conditions, together with our privacy notice and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Hendersons Travel Agencies Ltd, 18 High Street, Hawick TD9 9EH t/a Hendersons Travel in Hawick and Kelso Travel in Kelso ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. If you have any further questions after reading these booking conditions then please contact our customer services team who will be happy to help you.
- 1.2 We sell travel services on behalf of Hays Travel and benefit from Hays Travel's membership of ABTA with membership numbers P8253 (Hendersons Travel) and P8252 (Kelso Travel).
- 1.3 We act only as an agent. When you make a booking your contract (or contracts) will always be with the supplier(s) of the travel services you have booked. Our obligations to you may vary depending upon which arrangements you book with us, and we set them out clearly below.

## 2. Booking

- 2.1 By making a booking, you agree on behalf of all persons detailed on the booking that you have read these booking conditions and agree to be bound by them and you are over 18 years of age.
- 2.2 When you make your booking you must pay the relevant deposit as specified at the time of booking. If you believe that any details on the booking summary (or any other document) are wrong you must advise us immediately as it may not be possible to make changes later, you may incur charges to make changes and it may harm your rights if we are not notified of any inaccuracies in any document immediately.
- 2.3 Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. We will not make any charge for changes to documents, but you will have to pay any charges made by suppliers. Please ensure that the names given are the same as in the relevant passport.

## 3. Payment

- 3.1 You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

#### 4. **Your contract**

- 4.1 When making your booking we will arrange for you to enter into contracts with the suppliers (tour operator, airline or other supplier) named on your booking summary. For most bookings we act as agent for the supplier but we act as your agent when making a booking with most no frills airlines. Details will be given at the time of booking. The supplier's booking conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. They may limit or exclude the supplier's liability to you, as well as in accordance with applicable International Conventions. Please ask us for copies of these if you do not have them. Until a component has been confirmed by the individual supplier, no contract has been formed.
- 4.2 You may wish to purchase flights, hotel, car rental, transfers or other services on our website. The products shown are subject to availability. Each component will be provided by different third party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier.

#### 5. **Flights**

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

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

- 6.1 Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the supplier may charge the cancellation or amendment charge shown in their booking conditions (which may be 100% of the cost of the travel arrangements). We may collect this on their behalf and you also must pay us any applicable administration charges.

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

- 7.1 We will inform you of any changes or cancellations as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the supplier is entitled to assume you wish

to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

## 8. **Our Service Charges**

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

- "Administration Fee for Supplier Failure Cover" (see "Your Financial Protection" below)
- "Service Charge" – a charge for the booking agency services we provide to you.

Please note that the term Service Charge does not refer to us putting together a holiday package, it is our standard charge for the service of acting as booking agent.

## 9. **Our responsibility for your booking**

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

## 10. **Complaints**

10.1 The contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

10.2 If you wish to complain when you return home, write to the supplier as set out in your booking confirmation. We will of course assist you with this if you wish - please contact Customer Services. If the matter cannot be resolved and it involves us or another ABTA member then then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see [www.abta.com](http://www.abta.com).

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

## 11. **Your Financial Protection**

11.1 Many of the travel arrangements that we sell are protected in the case of the financial failure of the travel company. Please ask us about the protection that applies to your booking.

11.2 When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

11.3 Please note that ATOL protection is not available for flights with low-cost carriers or where your payment is made direct to airlines. Where necessary, we will add supplier failure insurance to your booking automatically. This protects you by insuring us against the costs of refunding or replacing your booking if a supplier fails. If applicable we will charge an administration fee for supplier failure cover which will be shown on your booking confirmation.

## 12. **ABTA**

We are a Member of ABTA, membership numbers P8253 (Hendersons Travel) and P8252 (Kelso Travel). We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found at [www.abta.com](http://www.abta.com).

## 13. **Special Requests**

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not.

## 14. **Insurance**

We strongly recommend that you take out adequate travel insurance and it may be a condition of your contract with suppliers. Your insurance should offer cover for you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which would have been covered by such insurance.

## 15. **Accommodation**

15.1 Accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

15.2 Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

15.3 After registration, on arrival at your accommodation, you will be allocated a room. It is your responsibility to verify the check-in and check-out times directly with your accommodation supplier. Please note that any local taxes and expenses will be payable to your accommodation supplier in resort on check-out.

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

#### 16. **Building Work**

From time to time, renovation or refurbishment and its associated noise are unavoidable at a hotel. If we are notified of such works we will inform you before you make your booking or within a reasonable time of us being notified.

#### 17. **Delivery of Documents**

All documents (e.g. invoices/tickets/Insurance policies) will be sent to you by post or email. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. You must pay any charges made by suppliers if tickets or other documents need to be reissued.

#### 18. **Passports, Visas and Health**

18.1 We can provide general information about the passport and visa requirements for your trip, but this is for guidance only and it remains your responsibility to check the requirements before you travel. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. For more information on passports please visit <https://www.gov.uk/browse/citizenship/passports>

18.2 Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk).

#### 19. **Final Travel Arrangements**

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before

your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

20. **Unavoidable and Extraordinary Circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our obligations to you are affected by any circumstances which we or the supplier of the service in question could not have avoided even if all reasonable measures had been taken. These circumstances can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, weather conditions which make it impossible to travel safely to the destination and all similar events outside our control or the control of the supplier concerned.

21. **Behaviour**

Please be aware that the booking conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

22. **Privacy notice**

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

23. **Law and Jurisdiction**

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