

TRAVEL DESIGNED LIMITED BOOKING TERMS AND CONDITIONS

Travel Designed Limited is a retail travel agent. These Booking Terms and Conditions apply to all bookings made with Travel Designed Limited (the Company). Your booking will also be subject to the terms and conditions of the tour operators and third parties operating your holiday/travel arrangements. Tour operator and third parties' terms and conditions are available on request. Please ask for more details.

Please read these Terms and Conditions, our privacy policy and other written information made available to you on confirming your booking carefully as they set out our respective rights and obligations. Our privacy policy is available on our website.

1. CONTRACT

Your contract is with Travel Designed Limited (the Company) referred to herein as "we" or "us" in this contract. In these Booking Terms and 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.

A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you by email. By contacting us, your travel agent, to make a booking you accept that you have the authority to bind to these terms and conditions all members of your party, listed on the confirmation invoice. Your booking is also subject to the conditions of carriage of your chosen airline should your booking be flight inclusive.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made at a later date and it may harm your rights if we are not notified of any inaccuracies or errors in any document within 48 hours of us sending them to you. Charges arising out of the correction of any errors occurring as a result of incorrect information being supplied by you are the full responsibility of you, the customer, and not us the Company. There may in addition, at our sole discretion, be an administration fee applicable, up to £25 per person, in addition to charges that may be levied by a supplier to correct any errors.

No variations or alterations to these Booking Terms and Conditions shall be valid unless agreed by us in writing.

By making a booking, the first named person on the booking agrees on behalf of all persons named on the booking that:

1. They have read these Booking Terms and Conditions and have the authority to and agree to be bound by them.
2. They consent to our use of information in accordance with our Privacy Policy.
3. They are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declare that they and all members of the party are of the appropriate age to purchase those services.
4. They accept financial responsibility for payment of the booking on behalf of all persons named on the booking.

2. BOOKING & PAYMENTS

When you contact us for a quotation, we will confirm a price to you either in writing, by post or email or, by telephone. When you make a booking, you will be required to pay a non-refundable deposit which, you will be advised of at the time of booking.

The deposit is non-refundable and therefore any payment and amendment and cancellation terms specified in your holiday booking, from us and or the tour operator/supplier will apply to your booking and will take precedence over such a term in these Booking Terms and Conditions.

For bookings made within twelve weeks or less of departure, the full balance will be due for payment on the date of making the booking. Credit card and debit card payments will not be accepted for bookings made within two weeks or less of departure, you will be required to pay via a bank transfer to us or to pay in cash.

When you contact us for a quotation for your desired booking, we will endeavour to confirm all elements of your booking, however, the arrangements are subject to availability at the time of booking. Occasionally we may not be able to confirm all elements of your booking, these will be shown as 'to be confirmed' or 'TBC' on the Booking Confirmation Invoice that we send to you. As soon as these elements of your booking have been confirmed to us, we will advise you.

All prices quoted by the Company are the total price including any supplements, unless otherwise advised. The prices are in Pounds Sterling unless otherwise shown. These are subject to availability and subject to change, up or down, until the booking is confirmed, and your deposit has been received by us. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), duties, government approved taxes (including VAT), both in the UK and overseas, fees chargeable for services (including landing taxes and embarkation and disembarkation and security fees at airports), Government action or exchange rate variation.

The person making the booking is responsible for all payments. The full balance of the holiday is due twelve weeks before your departure date unless stated, in writing by the Company, at the time of booking. This can be paid either by cheque, credit card, debit card, cash or bank transfer. Payment must be in the currency of the invoice, and you are responsible for any bank charges. All cheques must be made payable to 'Client Monies of TTA Trustees (UK) Ltd of Travel Designed Limited'. If you are paying by credit card or debit card, then we reserve the right to ask to see a form of photo ID before transactions over £1,000 are processed.

If the full balance has not been paid twelve weeks prior to your departure date, or by the balance due date advised to you on your booking confirmation invoice, or via your payment email reminders, we reserve the right to treat your booking as cancelled by you, in which case your deposit will be lost, and you must pay the cancellation charges as shown below as you will be liable for these.

It is a condition of our acceptance of your booking that you arrange adequate travel insurance. If you fail to take out travel insurance, or your insurance is not adequate to cover the holiday you have booked then we will not be held liable for any losses incurred.

3. CHANGES AND AMENDMENTS BY YOU

If you wish to make any changes or amendments to your confirmed itinerary, you must notify us as soon as possible. We will do our best to assist, however, we cannot guarantee that we will be able to meet any such requests. If your requests can be made, we reserve the right at our sole discretion, to charge a fee of £25 per person, per change or amendment. You will also be responsible for any extra charges and costs incurred by ourselves due to any changes or amendments. We reserve the right to treat any changes or amendments that are made less than twelve weeks prior to departure as a cancellation and apply the cancellation charges set out below.

4. CANCELLATIONS BY YOU

If you, or any member of your booking, need to cancel your chosen holiday once it has been confirmed, the person named as the customer on the booking must immediately advise us.

The notice of cancellation will only be effective when it has been received in writing by us. As we incur costs from the time, we confirm your booking, the following cancellation charges will be payable:

Where the cancellation charge is shown as a percentage, this is calculated from the total cost payable by the person(s) cancelling, excluding any amendment charges.

Period before departure that cancellation is notified to us:

Cancellation charge

100 days or more: Loss of deposit

99 - 43 days: 50% plus any costs incurred by us

42 - 22 days: 75% plus any costs incurred by us

21 - 0 days: 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to your insurance company. Please advise us if you require a cancellation invoice for your insurance provider.

Where any cancellation reduces the number of full paying people to below the number on which the price or any discounts agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. Your deposit is non-refundable even if the cancellation calculated is lower than the deposit amount. Where elements of your holiday are non-refundable, the cost of these will be added to the cancellation charge you due.

5. CHANGES, AMENDMENTS AND CANCELLATIONS BY US

From time to time it may be necessary to amend your holiday arrangements, we reserve the right to do so at any time. Most of these are minor changes and we will do our best to notify you in advance but are not obliged to do so and no compensation is payable, but if they are major changes, we will inform you as soon as practically possible. A major change is one that we make to your holiday arrangements before departure that involves changing the departure airport (except changes between London airports), or a difference of more than twelve hours to the departure time, or a change to your destination or hotel.

A major change does not include any government influenced change of airport or schedule, or an accommodation change imposed on us by a supplier.

If affected by a major change, you have the choice of either:

- a. Accepting the changed arrangement as notified.
- b. Purchasing an alternative available holiday with us.
- c. Cancelling your holiday, which may incur some charges (e.g., non-refundable air tickets).

If we have to make a major change or cancel your holiday compensation will not be payable, and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change 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. No compensation will be payable if we cancel as a result of your failure to comply with any requirements of our booking terms and conditions entitling us to cancel, such as paying on time, or if the change made is a minor one. A minor change is any change which, at the time of booking, we could not reasonably expect to have a significant effect on your confirmed holiday. Your holiday may be cancelled if it requires a minimum number of passengers to enable the holiday to go ahead of which you will have been advised of at the time of booking.

6. INSURANCE

Your holiday booking with us does NOT include travel insurance and it is your responsibility to ensure that you have adequate travel insurance to cover all aspects of your holiday. Travel Insurance is essential and provides protection against financial loss resulting from your trip being cancelled or delayed, theft of valuables, medical expenses, legal costs and personal liability expenses you may incur whilst on your holiday. Most comprehensive travel insurance policies include an emergency assistance element to ensure that you are cared for and returned home in the event of a medical emergency.

Travel insurance should ideally be valid from the date of booking, be valid throughout the holiday duration and financially cover any probable loss through cancellation, amendment, accident or health related problems. You should ensure you are covered for all activities you are planning to partake in on your trip.

It is a condition of booking that you and all members of your party are adequately insured when you book your holiday, and we request that you advise us of your insurance policy details prior to travel.

7. Retail Agent

We act as a retail agent and sell holiday packages on behalf of tour operator/supplier's as well as single component holidays acting as an agent on their behalf. For these bookings, your contract will always be with the tour operator/supplier organising your holiday (not us) and their booking conditions will apply to your booking. Furthermore, your booking will be protected by the tour operator/supplier's own ATOL (or other such financial protection arrangements as they may have in place). You will be advised on all bookings the full name and reference number of the relevant tour operator/supplier. This will be noted on your booking confirmation invoice, and we will send you a copy of their booking conditions. You accept that for all bookings we act as an agent, as a consequence we have no liability for the provision of the services making up your booking or in the event anything goes wrong with your booking such liability remains with the relevant tour operator/supplier at all times.

8. FORCE MAJEURE

Unless expressly stated elsewhere in our booking terms and conditions, we cannot accept liability or pay any compensation where the performance or our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss, as a result of "force majeure" (referred to at times as exceptional and unavoidable circumstances), the consequences of which neither we nor our tour operators/suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), notifiable disease or significant risks to human health such as the outbreak of a serious disease at the travel destination, industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, drought or natural disasters such as floods, earthquakes or adverse weather conditions, acts of God, closure of airports, changes of schedules or operational decisions of transport providers which, make it impossible to travel safely to the destination as agreed in the holiday contract as confirmed in your booking confirmation.

9. OUR LIABILITY TO YOU

We act only as an agent in making your booking. We do not own or control the accommodation which you book or any of the other services, facilities or products which you book.

Accordingly, we have no liability or responsibility for anything which goes wrong with your Non-Package Booking unless caused by our own negligence or that of our servants or agents. Since we act solely as an agent processing your booking the only circumstances in which we are likely to be negligent is in relation to the provision of dates or other information between you and the relevant supplier.

We have made every effort to ensure that your holiday arrangements have been made correctly. We take care to ensure that all involved in the preparation and supply of your holiday maintain the highest standards. Please remember that the appropriate standards will be those prevalent in your destination which may not be the same as developed international standards. Should failure in your holiday arrangements relating to you or any member of your party being killed, injured or becoming ill during, or as a result of, carriage by aircraft, ship, train or coach as part of the holiday arrangements organised by us our liability to pay compensation is limited in accordance with the liability of the carrier/service under any international convention which governs such services.

We accept responsibility for the acts of our employees, agents and suppliers, except where they lead to death, injury or illness. Our liability in all cases shall be limited to the cost of your travel arrangements as booked with us.

We also accept liability for death, bodily injury or illness to you and/or other persons named on the booking due to the negligent acts or omissions of our employees, agents and suppliers, whilst acting within the scope of their employment on the provision of your travel arrangements. We will accordingly pay you such damages as might have been awarded in such circumstances under English law.

We shall not be liable where this was caused by the act(s) and/or omission(s) of the person(s) affected or those of a third party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable, or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care. All holiday arrangements are subject to the conditions of the relevant tour operators and suppliers, some of which limit or exclude the suppliers liability to you, usually in accordance with international conventions. You are deemed to have accepted these conditions, which are available on request from the tour operator/supplier(s). In such cases however we will, wherever possible, offer you reasonable assistance.

Any acceptance of liability is subject to you agreeing to assign to us your rights against any third party responsible for the events leading to your claim and to you affording us all necessary assistance in pursuing that claim.

10. COMPLAINTS

Should you have a complaint or problem during your holiday you must inform the relevant supplier or local representative (e.g., your hotelier, accommodation, airline, tour operator, transport company) immediately so that there is a chance to resolve the issue straight away. Since it is your tour operator/supplier who is responsible for your booking they will have sole discretion in deciding how to deal with your problem. If you fail to discuss any complaints with your tour operator/supplier whilst you are away your tour operator/supplier, and the Company, will have been deprived of the opportunity to investigate and rectify your complaint whilst you were away and this is likely to affect adversely any rights you may have to compensation from your tour operator/supplier, or us. If the issue cannot be rectified on-site, all complaints must be notified and received in writing to us within 14 days of your return from your holiday quoting the original booking reference and detailing all of the relevant information.

If the problem cannot be resolved while you are away, you should then write to us quoting your booking reference and giving full details of your complaint within 14 days of your return to your departure country. We will acknowledge your letter within 14 days, with a full reply following within 28 days unless we have been unable to investigate your complaint within this time in which case a detailed explanation for the delay will be provided and a full reply sent in any event within 56 days. No liability can be accepted for any complaint or claim which is not notified in accordance with the provisions of this clause.

Where we are acting as agent, we will forward your complaint to the relevant tour operator/supplier for resolution. We will liaise between you and the tour operator/supplier if needed but we will have no liability to you for any refunds or compensation. Please send all complaints to hello@traveldesigned.co.uk

11. PASSPORTS, VISAS AND OTHER ESSENTIAL TRAVEL DOCUMENTATION

For all up to date passport, visa and health requirements applicable for travel outside of the UK please visit: www.gov.uk/foreign-travel-advice. It is your responsibility to ensure that all members of your party are in possession of the necessary valid travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry into any country due to failure on your part to carry correct documentation. If any member of your party is not a British Citizen or holds a non-British passport, you must check passport and visa requirements with the country to which you plan to travel.

You must read all documentation that is supplied to you and ensure that all information contained within is correct and that you have the necessary documentation and health requirements applicable to travel. Failure to do so may incur amendment charges which are your responsibility. When travelling to and from certain countries passengers are required to provide advanced passenger information (API). We will inform you if you need to provide API and ask you to send us these details prior to travelling. This information is compulsory and is required by authorities. It is essential that all clients provide the API details within the time scale given. Failure to provide this information may result in you being denied boarding for your flight. No refund will be permitted, and any additional costs will be your responsibility.

12. FLIGHTS

The times quoted on your final itinerary are local times. It is essential for you to check-in at least two hours before the flight departure time (three hours for long haul flights). Please check your tickets very carefully to ensure you have the correct flight information. It is possible that flight details may be changed at late notice. It is your responsibility to check the check-in requirements of your airline.

We cannot accept any liability and we are not able to offer you any additional assistance to that offered by the airline in the event of flight delays, cancellations or denied boarding. If your flight is delayed, cancelled or boarding is denied by the airline in circumstances which would entitle you to claim compensation from the airline under EC Regulation No 261/2004, you must contact the airline directly for the compensation or other payment due to you.

Any sums you receive from the airline represent the full entitlement to compensation arising from such cancellation, delay or denied boarding. This includes any inconvenience or effect on any other holiday arrangements. If a delay entitles you to cancel your flight this does not automatically entitle you to cancel any other holiday arrangements even if the arrangements have been made in conjunction with your flight.

Airlines have the legal right to deny boarding to a passenger who they consider may be a risk to airline employees or other passengers.

Carriage of luggage, including golf clubs, sports equipment and other over-sized luggage is at the airline's discretion. Please check the airlines policy regarding baggage and ensure that you have reserved the correct luggage items and that you comply with the airlines weight allowances. Baggage allowances vary depending upon destination and airline. We will endeavour to inform you of each airline's policy on luggage, but we cannot be held responsible for additional charges made direct to customers by airlines for luggage not booked in advance or complying with weight or size conditions.

Please make special note that most airlines now charge for hold luggage. This will be specified at time of booking. Hand luggage allowance will vary depending on airline, it is therefore your responsibility to check what luggage requirements your airline has.

13. ACCOMMODATION

Check-in and check-out times will depend on your accommodation and can vary. Please ensure that you are aware of your check-in times.

We reserve the right to terminate the holiday of anyone whose conduct causes damage to the accommodation or annoyance to other clients or employees that is deemed unacceptable by the establishment's management. In such instances, we will be under no liability to provide any further part of that person's holiday arrangements or for any costs incurred by that person as a result of doing so.

The accommodation booked is reserved exclusively for the persons named on the booking. Subletting, over occupancy or unreserved sharing is not permitted.

14. MEALS

All pre-booked meals will be on a table d'hôte basis. Supplements can apply for à la carte items or restaurants.

15. SPECIAL REQUESTS

Please advise us of all special requests at the time of booking. We will pass these requests to the relevant supplier; we cannot guarantee that such requests will be granted or that the supplier will be able to facilitate the request. We will not be held responsible if any special requests are not provided.

16. EXCURSIONS AND ACTIVITIES

We are only responsible for excursions and activities sold by us and which form part of your holiday contract.

17. BUILDING WORK

Building work in or in the proximity to any properties featured in our programmes can occur at any time. When we have been made aware that such works are likely

to occur during your holiday and may, in our opinion, significantly affect your holiday, we will contact you with the details. If you are unhappy with the situation, we will endeavour to offer you alternative accommodation (with you paying a supplement or receiving a refund in respect of any price difference). Building works are carried out by third parties over whom we have no control.

Building work can start and stop at any time and if we have not been made aware of any potential disruption, we regret that we cannot pay any compensation or otherwise accept liability even if you are offered alternative accommodation or a refund as a result.

18. BEHAVIOUR

We reserve the right to decline to accept any client if their conduct is disruptive and affecting the enjoyment of other travellers. We do not accept any liability for any extra costs incurred by this client as a result of said behaviour.

Any client who is denied boarding on any travel aspect shall be deemed to have given notice of cancellation of their booking and at that moment full cancellation charges will apply.

19. JURISDICTION

These Booking Conditions and this contract are governed by English Law. We both agree that any dispute, claim or other matter which arises between us out of, or in connection with, your booking and/or contract will be dealt with by the Courts of England and Wales only.

20. DATA PROTECTION POLICY

In order for us to process your booking we need to store and record your information, including data as supplied. This may include transfer of such information outside of the European Economic Area to parties involved in the arrangements of your holiday. Equally we use such information for updating our mailing lists and from time to time you may receive travel related information from us. Should you not wish to receive such literature you must advise us in writing. Further information on how we use your data can be found in our privacy policy which is available on our website.

21. UK FOREIGN OFFICE ADVICE ON OVERSEAS TRAVEL

It is now assumed that British citizens are at risk of terrorism, be it in the UK or when travelling overseas. History has shown us these attacks can either be spontaneous or premeditated. For your guidance we suggest you visit the website of the Foreign & Commonwealth Development Office on: <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office> or tel: 020 7821 4090. The website is regularly updated and provides you with country-specific information, including advice on terrorism and general matters on health and safety.

22. YOUR FINANCIAL PROTECTION

We will do our utmost to ensure that all your travel and other arrangements made on your behalf with airlines and other carriers or other persons whose services you may require are made promptly and efficiently.

When you buy a holiday package from the Company, The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the unlikely event of your tour operators insolvency (for all UK citizens, except residents of the Channel Islands and the Isle of Man).

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

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 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.

All monies paid to the Company are fully protected in compliance with The Package Travel and Linked Travel Arrangements Regulations 2018. The Package Travel and Linked Travel Arrangements Regulations 2018

When you book individual travel components such as 'flight only, accommodation only, car hire only, transfers only, or any other component, whether you book one or more, this will not create a package and The Package Travel and Linked Travel Arrangements Regulations 2018 will not apply. Our responsibility in this case is to make arrangements for the provision by the relevant suppliers (including air carrier, accommodation owner/supplier, car hire provider, transfers provider) of the components you book, but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability, i) where the accommodation cannot be provided as booked due to circumstances beyond our control, ii) where you incur any loss or damage that could not have been foreseen at the time of your booking, iii) where you incur any loss or damage that relates to any business activity, iv) where any loss or damage relates to any services which do not form part of our contract with you.

We are a member of the Travel Trust Association - TTA No. Q9325. The Travel Trust Association is a trade association of Travel Agents, Tour Operators and Travel Organisers, that operate trust accounts, in order to provide financial protection for the consumer. The TTA lays down strict guidelines on how customer funds may be handled. Each member must adhere to these guidelines. Every TTA member puts customer's funds into a designated trust account, which is supervised by an independent trustee. The trustee is a banker, Chartered or Certified Accountant, or Solicitor. Your funds are held in this account and may not be released unless you receive your holiday, or your funds are released to another company that becomes responsible and provides for your financial protection.

All payments made to us must be made payable to the Travel Designed Limited Trust Account. All credit card and debit card payments are automatically deposited into the trust account via electronic processing.

The Travel Protection Plan covers every service which you have booked with us whether it be for transport, accommodation, entertainment, or recreation. It involves two aspects, firstly the is Trust Account operated for your benefit. The money may only be released from the Trust to pay for the services which you have booked. Secondly there is further protection from a guarantee provided by the TTA if by reason of fraud or dishonesty, your money is not in the Trust Account under this guarantee, the TTA will guarantee the financial obligation of its Members to repay such sum to you up to a maximum anyone passenger of £11,000. So, if you paid £2000 the TTA guarantee to reimburse the loss of the £2000, where it is not available for you from the Trust Account.

Therefore, the Trust Account plus the guarantee will ensure that all the money which you have paid is safely protected and available to reimburse the money paid. When you make a booking with Travel Designed Limited you will be supplied with a guarantee certificate - you can see the terms of the TTA guarantee at www.traveltrust.co.uk/guarantee

23. ADDITIONAL INFORMATION

In addition to these general booking terms and conditions, specific relevant destination information may be contained within the individual brochures and website.