

Booking Conditions

The following Booking Conditions together with our [PRIVACY POLICY](#) and, where your holiday is booked via our website, our [AGENCY TERMS & CONDITIONS](#) of use, together with any other written information we brought to your attention before we confirmed your booking govern your booking with Broadway Travel Service (Wimbledon) Ltd, a company registered in England with company no: 472065 trading as **HOLIDAY PEOPLE** and registered office address of The Old Forge, Hoult's Yard Hoult's Estate, Walker Road, Newcastle Upon Tyne, United Kingdom, NE6 1AB ("we" "us" and "our"). Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them.

References to "Travel Arrangement(s)" in these Booking Conditions are to the accommodation, flights, transport, activities, excursions and other services we feature on our website. References to "Supplier/Principal" means the third party supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, car hire companies, airlines, third party package organisers, tour operators and attraction providers.

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

- a. has read these Booking Conditions and has the authority to and does agree to be bound by them.
- b. consents to our use of personal data in accordance with our [PRIVACY POLICY](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements and passport information);
- c. is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Please Note: We act only as an agent in respect of all bookings we take and/or make on your behalf however, our obligations to you in relation to your booking depend on what you book with us. On our website, you can book multiple Travel Arrangements which create a Multi-Contract Package organised by **HOLIDAY PEOPLE**, a third party package (organised by a third party Supplier/Principal) or a single component accommodation-only booking. Our obligations in relation to each booking as are as follows:

HOLIDAY PEOPLE Multi-Contract Package

When you make a booking of multiple Travel Arrangements in such a way as to create a package holiday, we, **HOLIDAY PEOPLE**, will accept responsibility for that as a "Multi-Contract Package" in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 (please see clause 43 below for further information as to the circumstances in which we, **HOLIDAY PEOPLE**, will be acting as a Package Organiser). Please see sections A, B and C for the terms and conditions which apply to your booking.

Third Party Packages

We also sell package holidays organised by other tour operators (the "Supplier/Principal") and do so as their agent. In this case the package holiday consisting of flights (or other transport arrangements), accommodation or car hire and any other tourist services accounting for a significant proportion of the holiday, will have been pre-arranged by the Supplier/Principal and will be available to book through us. Your contract will be with the third party Supplier/Principal organising the package (not with **HOLIDAY PEOPLE**) and your payments will be covered by financial protection organised by that Supplier/Principal in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018. **HOLIDAY PEOPLE** is only acting as an agent on behalf of the Supplier/Principal in these circumstances. Please see sections A and C for the terms and conditions that apply to your booking.

Single Component Accommodation-Only Bookings

You can also book accommodation with us as a single component booking. This will not be a package holiday and as such does not have any of the rights or protections afforded to package holidays under the Package Travel and Linked Travel Arrangements Regulations 2018. For single component bookings, we will always act as an agent on behalf of the Supplier/Principal of the accommodation. Please see Sections A and C for the terms and conditions which apply to your booking.

As a result of the above, our obligations to you may vary depending upon which Travel Arrangements you book with us and we have tried to set them out below as clearly as possible:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B sets out the additional terms and conditions that will apply when you make a booking with us for a Multi-Contract Package;
- (C) Section C includes links to the Terms & Conditions of the Supplier/Principals.

SECTION A – APPLICABLE TO ALL BOOKINGS

1. Your Contract

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements, as specified on your confirmation invoice. Your booking with us is subject to these Booking Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and you we advise you to read both carefully prior to booking. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to you. Please see Section C for the Supplier/Principal's Terms and Conditions.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the Travel Arrangements provided by the Supplier/Principal, unless we have sold those Travel Arrangements in such a way as to create a Multi-Contract Package (please see clause 43 for further information), in which case we will accept responsibility for those Travel Arrangements in accordance with Section B of these Booking Conditions.

2. Booking

When you make a booking, you will have the opportunity to review/confirm all the details of the booking before making payment. Once you have reviewed and confirmed these details and made payment, we will proceed to make the booking with the Supplier/Principal.

Please check that all names, dates, timings, accommodation details are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Travel Arrangements or other persons necessary for the provision of your Travel Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements and passport details. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant Supplier/Principals, whether in the EEA or not, we will be unable to provide your booking. Please click here for full details of our **PRIVACY POLICY**.

3. Payment

In order to book your chosen Travel Arrangements, you must pay a deposit or full payment as required by the Supplier/Principal of the Travel Arrangements. You must also pay all applicable insurance premiums and booking fees.

If you have paid 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 inform the Supplier/Principal(s) who may cancel your booking and charge the applicable cancellation fees (as set out in the Supplier/Principal's terms and conditions), and you will also be required to pay an administration charge to us of £40 per person.

If a balance extension is required and granted, a standard £15 administration charge will be applied to your booking. If your departure date is within 14 days of your booking date and you pay via debit/credit card the card holder must be part of the travelling party.

Low deposit bookings: Where you pay a low deposit, you must pay the full deposit and/or final balance by the balance due date notified to you. The low deposit payments will usually be by instalments that will be cleared from the same account used at the time of booking on the same date each month leading up to the final balance due date. Each instalment will incur an administration fee of 99p (ninety-nine pence) per transaction. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the relevant cancellation fees set out in their Terms and Conditions. You will be liable to pay the full deposit in the event of cancellation prior to the balance due date, this usually includes the full cost of your flights plus a deposit for any accommodation and/or transfer arrangements.

Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal concerned, with the exception of bookings covered by an ATOL. Any money paid to us in respect of a booking covered by an ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the ATOL Holder for so long as the ATOL Holder does not fail financially. If the ATOL Holder does fail financially, any money held at that time by us or subsequently accepted from the consumer by us, is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the ATOL Holder.

4. Low Cost/"No Frills" Flights Only

When booking a "no frills" airline through our website or over the telephone, you are entering into a contract directly with the airline concerned and you will be subject to their terms and conditions which you must refer to on the relevant airlines website. We will issue a confirmation invoice that details our charges for the use of this service. Please also see section B below for further information in relation to our role as your agent when booking 'no frills' flights on your behalf.

5. Charter Flights

When you book your 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. Scheduled Flights

Where you have paid a low deposit to secure a scheduled flight booking, the price of your flight is subject to increase due to changes in the airline fuel surcharge and government taxes applicable to your flight. These costs are not confirmed, and the price of your flight is not guaranteed until you have paid for your flights in full. If you wish to avoid the possibility of the price increases, we would recommend paying for your flight in full at the time of booking.

7. Errors & Omissions

We take reasonable steps to ensure that any information, photographs, or any other details about Travel Arrangements featured on the website, described over the telephone or featured in any of our marketing publications is accurate. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this site, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on such incorrect price will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid. We make no warranties or promises as to the availability or suitability of any Travel Arrangements advertised. We reserve the right to change or vary the price, flight, accommodation, or any other arrangements featured on our website, discussed with you over the telephone or printed in any of our publications at any time without notice. You agree that it is your responsibility to ensure that all the details of your chosen accommodation are confirmed with us at the time of booking.

8. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen Travel Arrangements at the time of booking.**

Where you have booked a Multi-Contract Package, additional terms and conditions apply, please see clause 43 for further information.

9. Additional Charges

Please note that all additional charges are included in the total cost. Additional charges include airport taxes, fuel supplement, security fee and where applicable (when your flight is with a low-cost airline) a card booking fee.

10. City Taxes

Please note that city taxes are likely to be payable in most tourist cities. These are not included in our quoted prices. If you have booked online or have a question regarding city taxes please contact us on **NUMBER**

11. Insurance

Many Supplier/Principals require you to take out travel insurance as a condition of booking with them and where you have booked a Multi-Contract Package, it is a condition of booking with us that you take out suitable travel insurance. Your travel insurance must cover 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, as well as ensuring you have cover for any activities you have booked, including additional cover for skiing/extreme sports/adventure travel and all other activities you have booked.

If you choose to travel without adequate insurance cover, neither the Supplier/Principal nor we will be liable to you for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

12. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. We will pass your request on to the Supplier/Principal, but we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the Supplier/Principal is not confirmation that the request will be met.

13. Fitness to Travel and Medical Conditions

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen Travel Arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on the Supplier/Principal's behalf or, if you did not give us full details at the time of booking, we will inform the Supplier/Principal who may cancel it and impose applicable cancellation charges, when we become aware of these details.

14. Changes and Cancellations by You

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Travel Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £25 per person per booking for any amendments to bookings and an administration fee of £40 per person for cancellations or as otherwise set out in the Service Charges table below. We will notify you of the exact charges at the time of amendment or cancellation.

This clause 14, (and for Multi-Contract Package, clause 46) outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

15. Changes and Cancellations by the Supplier/Principal

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Travel Arrangements or to cancel them. We will also liaise between you and the Supplier/Principal in relation to any alternative travel arrangements offered by the Supplier/Principal but we will have no further liability to you.

Where you have booked a Multi-Contract Package, additional terms and conditions apply to your booking, please see clause 47 for further details.

16. Our Service Charges

In certain circumstances we apply a service charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal, as follows:

SERVICE	CHARGE
Cancellation	Supplier/Principal's charge + £40 per person
Amendment	Supplier/Principal's charge + £25 per person
Monthly payment on instalments for low deposit bookings	£0.99p
Collection of surcharges/additional taxes	Supplier/Principal's charge
Pre-booking airline seats after confirmed booking	Principal's charge + £20
Tickets despatched by courier	Cost of courier + £10
Tickets despatched by insured delivery	£20
International telephone/fax calls	Cost of calls
Special requests after booking has been confirmed	Supplier/Principal's charge

17. Complaints

As the contract for your Travel Arrangements is between you and the Supplier/Principal, any queries or concerns about your Travel Arrangements should be addressed to them in the first instance. If you have a problem with your Travel Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure, there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you remain unsatisfied, you can inform us, via our Customer Relations Department as soon as possible and, in any event, within 28 days of your return to the UK whereby we will endeavour to assist in our capacity as an agent by liaising with the Supplier/Principal on your behalf.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 42 for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

18. Our Responsibility for your Booking

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel 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 twice the cost of the commission we earn on 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.

Please Note: Where you have booked a Multi-Contract Package, we will accept responsibility for that Multi-Contract Package as a package organiser and additional terms and condition apply. Please see clause 48 for further information.

19. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain Travel Arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

20. Visa, Passport and Health Requirements

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <https://uk.usembassy.gov>. For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

21. Law and Jurisdiction

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

22. Accommodation Ratings and Standards

All ratings are as provided by the relevant Supplier/Principal and may not be the official rating. 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.

23. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

24. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 19).

25. Your Behaviour

You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the Supplier/Principal's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Supplier/Principal reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the Supplier/Principal prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

26. Your Obligations

Please ensure that ALL documentation is thoroughly read and understood. It is your responsibility to inform us of any discrepancies. Please note some suppliers may charge for amendments and unfortunately in these circumstances, the client will be responsible for any additional charges. Please ensure that you arrive in good time for your departure, we cannot be held responsible for your failure to do so.

27. Baggage

Hand baggage is included free of charge. The allowance differs depending on the airline that you are travelling on. We recommend that you check this with your specific airline prior to travel as we cannot be held responsible for any items that exceed the weight/dimension allowance. There is no hold baggage included in your holiday cost unless otherwise stated.

28. Transfers

There are no transfers included in your holiday cost unless otherwise stated. If you have added a transfer to your booking, we will provide your mobile number to the transfer supplier in order for them to send you a text message with your arrival and pick up details. If you are not happy with us providing your mobile number, please call our Customer Services team. If you have not booked a transfer, on arrival at your destination you will normally find taxis just outside the terminal building. To avoid getting overcharged, it is advisable to agree a cost before you take the journey.

29. Inflight Meals

Please note inflight meals are not included in the price stated unless otherwise advised at the time of booking.

30. All Inclusive

Please be advised that all-inclusive starts at 12 noon on your day of arrival and ends at 12 noon on the day of your departure. If you have booked late night flights and you miss any meals on the first day, they will not be offered to you on the day of your departure.

31. Travellers under 18

The person making the booking accepts responsibility for paying for all the people on the booking. They are also responsible for keeping everyone in the party informed of the booking details. You must be at least 18 years old to make a booking with us. The first named person travelling on the booking must be at least 18, if all people travelling in your party are under 18 you need to provide a letter of consent from your parent or guardian, please either email this letter to admin@holiday-people.co.uk or send to: Customer Service, **HOLIDAY PEOPLE**., Not all airlines will allow unaccompanied minors to travel, please double check with our reservations staff before booking your flights.

32. Car Hire

Please note that if you are hiring a car then you will need to supply a credit card as security when you collect the car. No money will be taken from the card without your consent (all details will be covered when you sign your agreements before taking the car). In most destinations, you need to be over 21 to hire/drive a car. It is always best to double check the age limit before booking. If you are hiring a car in America further local taxes will be charged if you are under the age of 25, for extra charges please contact one of our travel consultants.

33. Car Parking

If you have arranged to park a car at a pre-booked car park, please ensure that you know which car park that you are to use. Please bear in mind that some airport car parks may involve a coach transfer. Please allow time for this.

34. Ticket on Departure

If you are collecting documentation from the airport, this will normally ONLY be your flight tickets. Please ensure that you have any other vouchers or insurance documents either emailed, posted or faxed to you before you depart.

35. Flight Times & Tickets

All departure and arrival timings are given using the 24-hour system. Your flight tickets will state the most up to date flight time information, so please read them very carefully and ensure that you allow sufficient time to arrive at the airport, normally 2 hours before departure for short and mid haul destinations and 3 hours for long haul destinations. Tour operators make it a responsibility of the traveller to re- confirm their homeward flight at least 48 hours before departure. In accordance with EU Regulation 2111/2005, we are required to advise you of the actual carrier operating your flight/connecting flight/transfer, or if the actual carrier is not known at the time of booking, the likely carrier that will operate your flights. Where we are only able to inform you of the likely carrier, we will tell you the actual carrier when we become aware of it. There is an EC Community List of carriers which are subject to an operating ban throughout Europe and we will not use one of these airlines. In the event that an airline is or becomes listed, you may be entitled to reimbursement or re-routing if your flight is cancelled because it is subject to an operating ban. Please refer to the CAA's website www.caa.co.uk.

It is imperative that you confirm your inbound flight details with the local office specified on your itinerary (not the Airport Authorities). Failure to do so may mean that you may miss your flight because the departure time has changed, or the airline may not allow you to board. We are not liable for any losses if you do not reconfirm your inbound flight. For passengers who will be 28 weeks pregnant at the time of the intended return flight, airlines require a medical certificate confirming the passenger is medically fit to fly. Airlines will not carry any passenger who will be 32 weeks or more pregnant by the end of the intended return flight. Please contact your doctor or the Department of Health for advice. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight. Flights timings on your confirmation invoice are for guidance only and subject to change. You must check your flight details and times on receiving your tickets and notify us immediately of any errors. The times quoted on your documentation are local times and you must check in at least 3 hours before the latest flight departure time advised by us, regardless of any anticipated delay. Seats are not pre-bookable, and you are more likely to get seats that meet your requirements if you check in early. If your outbound journey is not utilised, the inbound flight reservation is automatically cancelled. We are not responsible for any losses if you arrive late for the specified check-in time for the flight or lose your flight tickets.

36. Flight Delays

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 19 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

37. Call Recording

To ensure that we carry out your instructions accurately, to help improve our service and in the interest of security, we may monitor and/or record: your telephone calls and customer transactions and activities on our website. All recordings are and shall remain our sole property. Please see our [PRIVACY POLICY](#).

38. Building Work

From time to time, renovation or refurbishment and its associated noise are unavoidable at a hotel. Often, we do receive advance notice of when it will begin, in which case you will be informed prior to making your booking or within a reasonable time of us being notified. If in any case you have not been informed, and we consider the work will have a significant effect on your stay, we will then review the option of partial or full refund.

39. Elderly/Disabled Clients

We are able to make enquiries of the supplier about the suitability of arrangements for you and provide replies prior to booking. You must make all requests in advance before a booking is confirmed.

40. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

41. Data Protection & Privacy

We are a data controller in relation to your booking. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information whilst in our control. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc in order to arrange your booking. Where we are acting as a package organiser, you may have booked through a travel agent and they may also have their own data protection policy in place. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law to detect and prevent fraud.

By making a booking with us you agree to the use and disclosure of the information you provide for the following purposes: to enable us to process and fulfil your bookings (when it may be transferred abroad and /or to the Service Provider), if you purchase insurance we may process your information and pass it to insurers, for market research and analysis, to avoid fraud and to enable us or our representatives to contact you by letter, telephone or e-mail. You may unsubscribe from further contact at any time by clicking on the relevant link in any emails we send you.

For more information on how we use your personal data, please see our [PRIVACY POLICY](#).

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking.

Please note that where information is also held by a travel agent, this is subject to your agents own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this, please contact us.

42. ABTA

We are a Member of ABTA, membership number ABTA. 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 to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

SECTION B: MULTI-CONTRACT PACKAGE BOOKINGS

This section only applies to Multi-Contract Packages and should be read in conjunction with Section A and C of these Booking Conditions.

43. Multi-Contract Package Bookings

Where your booking is for a Multi-Contract Package, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs").

A "Multi-Contract Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

This is called a Multi-Contract Package as you still have contracts with each of the individual Supplier/Principals providing the Travel Arrangements, however we, Broadway Travel Limited, will accept responsibility for this booking as a Package Organiser.

IMPORTANT NOTE: Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Multi-Contract Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Component" bookings and will not be afforded the benefit of the rights under the PTRs. See Section A for the terms and conditions which apply to these bookings.

Where you have booked a Multi-Contract Package, we still act as agent on behalf of the Supplier/Principals of your chosen Travel Arrangements but we will comply with our legal obligations under the PTRs as your Package Organiser and this is outlined in this Section B. This does not prejudice or otherwise affect our agency status with Supplier/Principals.

Please note that where you have booked airport parking, airport lounges travel insurance or other such ancillary services ("Ancillary Services"), these products are not considered "travel services" as defined in the PTRs, and therefore remain outside scope of the PTRs, even where these are booked as part of a Multi-

Contract Package. Ancillary Services will always be treated as “single-component” bookings – please see Section A for the terms and conditions which apply to Ancillary Services.

44. Pricing

Where you have booked a Multi-Contract Package, we reserve the right to increase the price of confirmed Travel Arrangements within that Multi-Contract Package solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees applicable to the Travel Arrangements imposed by third parties not directly involved in the performance of the Travel Arrangements, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the Travel Arrangements.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. However, if this means that you have to pay an increase of more than 8% of the total price of the confirmed Multi-Contract Package (excluding any amendment charges and/or additional services), you will have the option of accepting the price increase and paying the requested amount, accepting a change to another Multi-Contract Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements not forming part of your Multi-Contract Package. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date on your confirmation.

Should the price of your Multi-Contract Package go down due to the changes mentioned above then any refund due will be paid to you, less an administration fee of £25 per person. However, please note that Travel Arrangements are not always purchased in local currency and some apparent changes may have no impact on the price of your Multi-Contract Package due to contractual and other protection in place.

There will be no change made to the price of your confirmed Multi-Contract Package within 20 days of your departure nor will refunds be paid during this period.

45. Transferring Your Multi-Contract Package Booking

If any member of your party is prevented from travelling on their Multi-Contract Package, that person(s) may transfer their place to someone else, subject to the following conditions:

- that person is introduced by you and satisfies all the conditions applicable to the Travel Arrangements making up the Multi-Contract Package;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an administration fee of £25 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- the transferee agrees to these Booking Conditions, the Supplier/Principal's terms and conditions and all other requirements applicable to the Travel Arrangements making up the Multi-Contract Package.
- You and the transferee remain jointly and severally liable for payment of all sums.

If you are unable to find a replacement, cancellation charges as set out will apply in accordance with clause 14. Otherwise, no refunds will be given for passengers not travelling or for unused services.

46. If You Cancel your Multi-Contract Package due to Unavoidable & Extraordinary Circumstances

If you have booked a Multi-Contract Package, you have the right to cancel your confirmed Multi-Contract Package before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the Multi-Contract Package or significantly affecting transport to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation.

Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

47. If the Supplier/Principal Changes or Cancels your Multi-Contract Package

Where you have booked a Multi-Contract Package and the Supplier/Principal makes a significant change to or cancels the Travel Arrangements which form your Multi-Contract Package, the provisions of this clause 47 will apply.

Changes: If the Supplier/Principal makes a minor change to your Travel Arrangements, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally the Supplier/Principal may have to make a significant change to your confirmed Travel Arrangements. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your Travel Arrangements by more than 12 hours.
- A change of UK departure airport except between:
 - o The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - o The South Coast airports: Southampton, Bournemouth and Exeter
 - o The South Western airports: Cardiff and Bristol
 - o The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - o The Northern airports: Liverpool, Manchester and Leeds Bradford
 - o The North Eastern airports: Newcastle and Teesside
 - o The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen.
- A significant change to your itinerary, missing out one or more destination entirely.

If the Supplier/Principal has to make a significant change or cancel your Travel Arrangements, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed Travel Arrangements; or
- ii having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable or higher standard if available (at no extra cost); or
- iv. if available, accepting an offer of alternative travel arrangements of a lower standard, with a refund of the price difference between the original Travel Arrangements and the alternative travel arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative travel arrangements.

Insurance If the Supplier/Principal cancels or makes a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where the Supplier/Principal makes a significant change, you do not accept the changed Travel Arrangements and cancel your booking;
- If the Supplier/Principal cancels your booking and no alternative travel arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us (per person)*
60 days or more	£10
59 - 30 days	£20
29 – 15 days	£30
14 days or less	£40

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where the Supplier/Principal makes a minor change;
- where the Supplier/Principal makes a significant change or cancels your Travel Arrangements more than 60 days before departure/start date;
- where the Supplier/Principal makes a significant change and you accept those changed Travel Arrangements or you accept an offer of alternative Travel Arrangements;
- where the Supplier/Principal has to cancel your Travel Arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by the Supplier/Principal arises out of alterations to the confirmed booking requested by you;
- where the Supplier/Principal is forced to cancel or change your Travel Arrangements due to Force Majeure (see clause 19).

If the Supplier/Principal becomes unable to provide a significant proportion of the Multi-Contract Package that you have booked after you have departed, we will, if possible, make alternative Travel Arrangements for you at no extra charge and where those alternative Travel Arrangements are of a lower standard, provide you with an appropriate price reduction.

48. Our Responsibilities in Respect of Multi-Contract Packages

- (1) Where you have booked a Multi-Contract Package where we are acting as a Package Organiser, although we still act as agent for the Supplier/Principals of your chosen Travel Arrangements and your contract will be with the Supplier/Principals, we will accept responsibility for the Travel Arrangements making up your Multi-Contract Package as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. As such, we are responsible for the proper provision of all the Travel Arrangements included in your Multi-Contract Package, as set out on your confirmation invoice. Subject to these Booking Conditions, if we or the Supplier/Principals negligently perform or arrange those Travel Arrangements and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Multi-Contract Package you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or the Supplier/Principal's negligence affected the overall enjoyment of your Multi-Contract Package. Please note that it is your responsibility to show that we or the Supplier/Principals have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the act(s) and/or omission(s) of the person(s) affected; or

- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services forming part of your Multi-Contract Package and which were unavoidable and extraordinary;
or
- (c) Force Majeure (as defined in clause 19).

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel Travel Arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your Multi-Contract Package booking with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this Multi-Contract Package booking.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you arising out of your Multi-Contract Package booking, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) 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.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our Supplier/Principal(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) 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; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which were not included on your booking confirmation or where they are not advertised in our brochure / on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your Multi-Contract Package, due to "unavoidable and extraordinary circumstances", we shall provide you

with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Multi-Contract Package. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

49. Insolvency Protection for Multi-Contract Package Payments

We provide financial protection Multi-Contract Packages which include flights, by way of our Air Travel Organiser's Licence number 3634, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy a flight inclusive Multi-Contract Package 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA).

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 (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.

We provide financial security for Multi-Contract Packages not including flights by way of our ABTA membership.

If you book Travel Arrangements that don't form part of a Multi-Contract Package your monies will not be financially protected. Please ask us for further details.

50. Prompt Assistance for Multi-Contract Packages

If you have booked a Multi-Contract Package and whilst you are on holiday, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative Travel Arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative Travel Arrangements or other such assistance you require. Any Supplier/Principal, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own Travel Arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

SECTION C: SUPPLIER/PRINCIPAL TERMS & CONDITIONS

Please see the following links to our suppliers terms and conditions:

Flight Suppliers

Easyjet

Flybe

Goldmedal

Jet2

Norwegian

Ryanair

Teleticket Travel

Thomas Cook Airlines

Thomson Airlines

Thomson Seat Sales

Vueling Airlines

Wizz Air

WOW Air

Transfer Suppliers

Hoppa Go

Holiday Taxis

Accommodation Suppliers

Beds With Ease

Hotel Beds

Jac Travel

Jumbo Tours

Med Hotels

OTS

Meeting Point Youtravel

Serhs Tourism

World2Meet