

Real Holidays Travel Agency Limited

Real Holidays Travel Agency Limited (RH) acts in this circumstance as an agent and is not the tour operator because in this circumstance RH only facilitates bookings with those that provide or arrange travel products. In other circumstances it may operate as a tour operator.

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the principal(s) or other travel supplier(s) (e.g. tour operator / airline / cruise company / accommodation company) named on your receipt(s). We can book you a package holiday, in which case you will have one contract with the principal, or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them.

Financial Protection: Many of the suppliers that we act for offer protection for your monies and when you are booking an air package or flight plus booking, ATOL protection will apply.

All the air holidays we sell come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser and we will provide you with their confirmation. We have arranged ATOL protection for our Flight-Plus holidays (our ATOL number is 4607). A Flight-Plus is where you purchase through us, at the same time or within a day of each other, a flight plus overseas accommodation and/or car hire from separate suppliers (i.e. not a package holiday). On all Flight Plus holiday arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers. Please note however that we have no liability beyond that for insolvency as set out in the ATOL scheme, because we act as agent of the suppliers.

In respect of our Flight-Plus holidays, we are obliged to tell you that we, or the suppliers of the services you have bought, will 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). Not all holidays or travel services provided by suppliers will be protected by the ATOL scheme. If in doubt please ask RH to confirm what protection may apply to your booking.

Terms of business

- 1.1. These are RH's agency terms of business ("Agency Terms") setting out how RH will process a booking for you. When processing a booking, RH will arrange for you to enter into a direct contract with the supplier of the travel products which may include but are not limited to tour operators, cruise companies, airlines,

accommodation providers and hoteliers ("Travel Suppliers"). Unless expressly provided otherwise in writing, RH when taking a booking is always acting as agent to the Travel Suppliers who is the principal or agent to the principal. As an agent we accept no responsibility for the acts or omissions of Travel Suppliers or for the services provided by them. The principal's(s') or supplier's(s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

- 1.2. There will be no binding contract with the Travel Supplier for your holiday before RH has received a signed booking form and/or payment of the deposit/sum shown on the invoice and until RH has sent you confirmation on behalf of the Travel Suppliers.
- 1.3. The booking arrangement is made with the person who signs the booking form, even though payments may be made by others, and every person signing the booking form is fully responsible for the holiday booking. Where no booking form is required or is not provided the arrangement is made with the person who pays the initial deposit.
- 1.4. Your booking arrangement with the Travel Suppliers is governed by the following:
 - These Agency Terms and
 - specific booking conditions of each relevant Travel Suppliers. Please ask us for copies of these if you do not have them.
 - The booking form. This will provide RH with information needed to pass on to the relevant Travel Suppliers who make the holiday arrangements. Please note names should be provided as stated in the relevant passport. Although RH always informs Travel Suppliers of your special requests and does what it can to encourage Travel Suppliers to accommodate them, it is the Travel Suppliers who control whether the request is met and RH cannot guarantee this. This is especially true of dietary requirements.
 - The invoice.
 - The itinerary. This will identify if a booking arrangement is dependent on participation by a minimum number of people. If so the service may be cancelled by RH on behalf of the Travel Supplier in writing within the period indicated in the itinerary without compensation if the minimum take-up is not achieved and if the service has been paid for then the sum paid will be refunded by RH.

It is very important to check the details on the itinerary and invoice when you receive them. This is because they set out the details of the booking arrangement taken by RH. If you think there is an error you should contact RH immediately so that RH can address any problems. Changes can only be made by the persons signing the booking form or by someone they authorise in writing. Some changes may incur charges which you will be notified of prior to any change being made.

The booking information that you provide to us will be passed on only to the Travel Suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required

by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. 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 suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

2. Price

- 2.1. Payments made by credit card (including Visa, MasterCard and American Express) will result in a surcharge of 2% to cover the charges by your credit card company. This does not apply to payments by debit card.
- 2.2. RH cannot guarantee that up until 30 days before your departure date the price of your booking will not be subject to surcharges such as:
 - variations in transportation costs, including the cost of the fuel
 - variations in duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports
 - the exchange rates applied to the booking and that within 30 days of your departure date the price of your booking will not be subject to any surcharges.
- 2.3. Should the above price variations result in the cost of your booking going up you shall be entitled to the remedies set out in the terms and conditions of your relevant Travel Suppliers.
- 2.4. When you book a package holiday RH will not give any breakdowns whatsoever of the price of the holiday.
3. Payment
 - 3.1. Note the surcharge in clause 2.1 if you are paying by credit card, which must be paid in addition to the invoiced amount.
 - 3.2. If you are booking within 10 weeks of the departure date, then full payment is required from you at the time of booking.
 - 3.3. If you are booking more than 10 weeks before the departure date, then you need only pay the deposit shown on the invoice at the time of booking, and you must pay the balance at least 8 weeks prior to departure. RH will send a reminder approximately 10 weeks before the departure date.
4. Changes to the booking or persons covered by the booking
 - 4.1. **By you:** A change must be requested in writing by the person who signed the booking form.
 - 4.2. RH will assist you if you wish to make changes to your booking but cannot guarantee that the relevant Travel Suppliers will agree to

your changes. There will be a minimum administration charge by RH of £50 plus VAT per person in your party affected, and you will also have to pay the total charges payable under the terms and conditions of the relevant Travel Supplier.

By Travel Suppliers:

4.3. Your booking arrangements may be made many months in advance with the relevant Travel Suppliers. If a Travel Supplier makes a significant change to an essential term of the booking arrangement that they have with you before departure then RH will notify you as soon as possible. You will be entitled to the remedy set out in the relevant Travel Supplier's terms and conditions.

5. Cancellation

By you:

5.1. A cancellation must be in writing signed by the person who signed the booking form. If you cancel any booking for any reason RH shall be entitled to retain part of the payment made by you as a cancellation charge. You may also be liable to pay the cancellation charge levied by the Travel Supplier (which may be up to 100% of the cost of the booking arrangements) and will be governed by the terms and conditions of the relevant Travel Suppliers.

By Travel Suppliers:

5.2. RH on behalf of the Travel Supplier may cancel the booking if you do not pay the balance of the price on time and you may be liable to their cancellation charges.

5.3. It is unlikely that your booking will be cancelled in any other circumstances but any cancellation will be subject to the Travel Supplier's terms and conditions.

For the avoidance of doubt if you cancel or amend your booking arrangements the Travel Supplier may charge the cancellation or amendment charges shown in their terms and conditions and you must in addition pay RH upon request the cancellation or amendment charges stated herein.

6. Liability, limits on liability and compensation

6.1. For the avoidance of doubt your booking and contract is with the relevant Travel Suppliers. RH is not responsible for and has no liability for the acts or omissions of persons who are not acting as its employees and though RH has chosen its Travel Suppliers with care RH has no control over its Travel Suppliers and cannot be held responsible for any action or omission of its Travel Suppliers or their servants, agents or employees.

6.2. RH will have no liability to pay compensation to you for any failure to properly perform its services hereunder, where the failure is attributable to you.

6.3. RH shall have no liability to pay compensation to you for loss, damage or expense incurred for any failure to properly perform RH's agency services, where the failure is:

- attributable to a third party unconnected with the provision of the holiday services, and which was unforeseeable or unavoidable
- due to unusual and unforeseeable circumstances beyond RH's control, the consequences of which could not have been avoided even if all due care had been exercised

- due to an event which RH, even with all due care, could not foresee or forestall.

Examples of the above circumstances would be war, riot, civil strife, industrial dispute, terrorist activity, actions of governments or other state bodies, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, avalanche, fire, late delivery, adverse weather conditions or levels of water in rivers, or that any of the above are threatened.

6.4. RH shall have no liability for economic loss, loss of profit, loss of revenue, loss of goodwill, loss of reputation, loss of anticipated savings arising out of the failure or delay in performing the services hereunder or otherwise in connection with these terms, or for any indirect, special or consequential loss or damage.

6.5. For the avoidance of doubt your booking is directly with the relevant Travel Supplier. To the extent that RH is not negligent in the provision of its service to you. RH accepts no liability for any complaint, loss, damage, expense or other claim in respect of any aspect of your booking or travel arrangements.

6.6. Where RH is required to pay you compensation, whether as provided in these Agency Terms or otherwise, RH's liability to pay compensation shall be limited in all circumstances to an absolute aggregate maximum liability of the total price paid by you for the specific bookings related to any given complaint.

7. Complaints

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem while on holiday, this must be reported to the principal / supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending on the circumstances. If you wish to complain when you return home, contact the principal / supplier in writing. We can assist you with this if you wish. If the matter cannot be resolved and it involves us or another ABTA Member then it can be referred to the arbitration scheme arranged by ABTA, see www.abta.co.uk

8. Law and jurisdiction

Any dispute between you and RH will be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction

9. Further booking information

9.1 Insurance: Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to 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.

9.2 Passports, visas & health: We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration

requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

9.3 Final travel arrangements: Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport.



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August 2013