

## **TERMS & CONDITIONS**

### **BOOKING CONDITIONS**

WWHD often act as retail agents on behalf of tour operators (ATOL holders), in these cases the tour operators conditions are imposed. When flight only & accommodation are booked on 2 invoices each are subject to the appropriate tour operators & WWHD's terms & conditions.

### **Your Financial Protection.**

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

- ❖ We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- ❖ If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### **Our Service**

Our aim is to provide your holiday as booked, but we have the right to cancel your holiday in any circumstances, prices may also change. If we cancel your holiday we will offer either a refund or another available holiday.

### **Changes to your holiday**

We try not to make any change to your holiday, but in exceptional circumstances, we sometimes do need to make changes. We have the right to do this at any time. We will let you know about any important changes at the time of booking, or as soon as we can before your departure.

Flight times quoted are for guidance only and may change. Actual flight times will be shown on your tickets, which you should check carefully as soon as you receive them. We reserve the right to substitute a flight if necessary.

If you want to change any detail of your booking, we will do our best to help. We charge an "amendment fee" of £50 per person named on the booking and for each detail of the booking, which you change. The price of your new holiday arrangements will be based on the prices that apply on the day you ask for the change.

Your booking was made at the current ROE. With world exchange rate uncertainty, we are unable to guarantee prices with deposit only. At the time of balance payment - it may be necessary to levy a surcharge.

### **Suppliers**

We will arrange for you to have the services that make up the holiday that you choose and that we confirm. These services will be provided either directly by us or by independent suppliers contracted by us. We have taken all reasonable care to make sure that all the services, which make up the holiday, are provided by efficient, safe and reputable businesses, and that they follow the local and national regulations of the country where they are Payment provided. We have no control over the way our suppliers provide their services.

### **Deposit**

You pay a deposit of £200 for each person when you book. For our tailor made programmes the deposit required is £200 or 20% (which ever is the greater) of the total holiday cost, per person. However, some airlines, cruise companies and accommodation providers may require non refundable payment immediately when a booking is made and therefore full payment could be due at that time even if this falls outside the required 12 week period. These special booking conditions will be detailed in your invoice. Within two days of booking we will send a holiday invoice showing how much you owe us. Balance must be paid 12 weeks before departure. If not your holiday can be treated as cancelled, and cancellation charges apply.

#### **SPECIAL NOTE:**

Prices quoted are based on the current exchange rate. With the current situation with the World Exchange rates we can only guarantee this price if paid in full. With a deposit only we cannot guarantee prices & therefore when the balance payment is made, & there has been a fall in the \$ to £ rate, a surcharge may need to be applied. If you would prefer to fix the price & pay in full the booking would then be 100% non-refundable & our regular terms & conditions re cancellation would not be valid.

### **Complaints**

If you have a complaint about your holiday, please tell your local representative immediately. They have the power to deal fully with your complaint. It is always easier to sort things out on the spot, when your representative can see and understand the exact nature of the problem. If they cannot sort things out, they will ask you to record details of the problem. You must also report the problem to the supplier of the service you are complaining about. If your complaint was not sorted out abroad, you must then follow it up by writing to the Customer Service Department at our office within 28 days of returning from your holiday. We do not have to look into complaints which we receive after the 28-day limit, or which you did not report to your local representative and to the supplier. We can refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive and affects other holidaymakers. If we do this, we will not be responsible for any extra costs, which you will have to pay.

### **Major changes to your holiday**

If we have to make major changes to your holiday we will pay compensation on the scale shown. We will only make one payment for each person in the booking.

If we offer you accommodation of the same, similar, or higher rating in the same resort area - no compensation. If we offer you accommodation of a lower rating or in a different resort area - see the attached scale. If a major change does become necessary, we will inform you as soon as it is reasonably possible if there is time before your departure.

#### **COMPENSATION**

The scale is based on how many days before your booked departure we tell you of a major change.

Number of days Scale for each person

0 - 7 £258 - 14 £20      15 - 28 £15      More than 28 days £0

If the change is not acceptable to you, you can cancel your booking without charge.

**IMPORTANT NOTE:** We will not pay compensation for changes made because of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics or health risks, technical problems with transport, closed or congested airports or ports and similar events beyond our control.

### **Cancellation**

If you want to cancel your booking or part of it, you must do so in writing. The letter must be signed by the person who is booking the holiday. To cover the cost of processing your cancellation and the risk that we may not be able to resell the holiday, we make a cancellation charge based on the scales shown. The person who booked the holiday is responsible for paying this charge. The size of the charge depends on when we receive your letter.

**CANCELLATION CHARGES** - These charges are based on how many weeks before your booked departure we receive your cancellation. These charges are a percentage of the total cost of your holiday, not including your insurance premium.

Number of weeks Amount you must pay:

More than 12 weeks Deposit and if applicable additional sum if taken at time of booking

1 - 12 weeks 100% of holiday cost or deposit if greater

0 The total cost of your holiday

If some but not all parties members cancel, additional charges may be payable by the remaining members.

Please note in some circumstances 100% cancellation charges will apply from time of booking, this will be stated on your confirmation invoice.

**WE STRONGLY ADVISE THAT YOU TAKE OUT APPROPRIATE TRAVEL INSURANCE AT THE TIME OF MAKING YOUR RESERVATION.**