

Terms & Conditions

This website is operated by HOLYWELL TRAVEL LTD

HOLYWELL TRAVEL LTD
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REG NO: 06168601

We are an Accredited Body Member of The Midcounties Coop Consortium. By accessing, using, browsing or booking on this website you agree you have read, understood and are bound by these Website Conditions and by the booking conditions of the principal you enter a contract with. Nothing on this website shall constitute an offer to provide goods or services.

The holidays and other services on this website are only available for purchase by those who are aged 18 or over, who are making the purchase from within the UK and who have a UK address to which booking documentation may be sent. The business and the services we offer are governed by the applicable laws of England and Wales. We are not licensed to trade outside of the United Kingdom therefore we cannot accept booking requests from individuals who are not based in the UK. We do not accept bookings made by travel agents or other agents appointed on behalf of members of the public. Any bookings made in contravention of these conditions will be invalid and will be cancelled. In such circumstances, a refund will be given (less any charges we incur from the supplier), but we also reserve the right to charge an administration fee of £100 per booking.

No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this site, the services offered, or any information relating to such services and our business in any respect with any laws of any country other than the laws of England and Wales. Access to this site is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with exclusively by the Courts of England and Wales (unless you have booked your holiday in Scotland or Northern Ireland, in which case any disputes may be dealt with in the local courts in either country, as applicable). We reserve the right to deny access to this site at any time without notice. Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this site and/or to any services offered via this website.

The Coop Consortium part of The Midcounties Co-operative Ltd is a member of ABTA and an Accredited Body of the CAA (who operate the ATOL scheme), which means you benefit from booking with an ABTA member and we can sell ATOL protected flights and flight inclusive packages. **Head Office:** The Waterfront, 62 Wolverhampton Street, Walsall, West Midlands, WS2 8DD. **Registered Office:** Co-operative House, Warwick Technology Park, Warwick, CV34 6DA. Registered in England as a Community Benefit Society under No.19025R.

When you use this website you agree to be bound by the following obligations:

- You accept financial responsibility for all transactions made under your name or account
- You confirm you are 18 years of age or over and have legal capacity to make a booking.
- You warrant that all information you provide about yourself or anyone else is true and accurate.

- You will not use this site for speculative, false or fraudulent bookings.
- You will not use this site to transmit threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful.
- You will not modify, copy, transmit, distribute, sell, display, license or reproduce this site or any of its content in any way, except that one copy of any information contained within this site that is relevant to you or your booking may be made for personal, non-commercial use.
- You will make use of the security devices that we offer on this site and you will keep any passwords secret.

The booking conditions of the principal contain limitations and exclusions of liability to any person(s) who books and/or takes any of the holidays and/or travel arrangements advertised on this site. Cancellation and amendment charges are payable if a booking or other purchase is cancelled or amended by you after it has been confirmed. No warranties, promises and/or representations of any kind, express or implied, are given as to the nature, standard, suitability or otherwise of any services offered via this website. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this website and/or use of or access to any other information or material via web links from this site or any inability to access or use this website. These exclusions of liability apply only to the extent permitted by law. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

Access to this website is free and you access and use it entirely at your own risk. This site is provided on an 'as is' and 'as available' basis. We accept no liability in respect of your inability to access or use the site at any time, nor for any failure to complete any transaction. We do not warrant that the site is free from computer viruses or other properties that may cause loss or damage. We do not accept any liability for any losses or claims arising from the downloading of viruses, or from the loss, corruption or other adverse effects to material that is downloaded or to any programs or data already on your own computer, nor for any website browser incompatibility problems. We accept no liability for breaches of security arising out of intentional and/or unauthorised attempts to access this site, for example, by computer hackers. We accept no responsibility for any material supplied for this site by independent contributors. The inclusion of any links on this site does not imply that we endorse or accept any responsibility for the linked site, its content or its provider. Access to a linked site will be subject to that site's own terms and conditions, to which you must refer.

We reserve the right to change or update these Website Conditions from time to time without prior notice to site users. The current version of the Website Conditions will be displayed on this website from the date on which any changes come into effect. Continued use of this website following any changes to the conditions of use shall constitute your acceptance of such changes.

The holidays and prices advertised on this website are not 'live'. Although prices and availability of holidays are updated very regularly, holidays are subject to availability and prices can change at any time. When you make a search on our website for a specific holiday, our website will then check the live availability and the current price with the tour operator's reservations system, therefore please allow for changes to occur before your final price is confirmed.

We may change any of the content of this website at any time without notice and without liability to you, including adding or removing discounts, offers, holidays, or other features or services. We take all reasonable steps to ensure that all information on this website is accurate but cannot guarantee that this website is free of any errors. If any price shown on this website is obviously a mistake (i.e. is so low that any person, acting reasonably, would realise that it cannot be an accurate price), then any booking made based on such price will not be valid and we will be entitled to cancel any such booking and to provide you with a full refund. The prices and discounts shown on this site are applicable to bookings made via this site only and may vary from prices available via any other booking channels.

We reserve the copyright and all proprietary rights in this website and all its content. All intellectual property rights (including, without limitation, copyright and rights in and to databases and trade marks) subsisting in this site and its content, and in the software and source materials used in connection with it, are owned by us or by

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HOYLWELL TRAVEL TERMS OF BUSINESS

- 1. CONTRACT:** 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 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. As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's(s') Booking 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. Our Terms of Business are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.
- 2. BOOKING DETAILS:** Please check that all names, dates and timings 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 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.
- 3. PAYMENT:** You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.
- 4. CANCELLATION and AMENDMENT:** Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below.
- 5. OPERATING CARRIER INFORMATION:** In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. In accordance with EU Regulations we are required to advise you of the operating carrier(s) (or, if the operating carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will

inform you of the identity of the operating carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. Any change in the identity of the airline, flight timings and/or aircraft type will not entitle you to cancel or change to other flight arrangements without paying our normal charges except where specified in the tour operators booking conditions.

6. **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.

7. **FINANCIAL PROTECTION:** All the package and Flight-Plus 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. Our Flight-Plus holidays are ATOL-protected by The Midcounties Co-operative Ltd (under their ATOL 6053). 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). 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. 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.

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.

Money accepted by us from you is held by us on behalf 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; if the ATOL holder fails, any money held at that time by us, or subsequently accepted from you 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 principal ATOL holder.

8. **ABTA – THE TRAVEL ASSOCIATION:** We are a member of ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street London SE1 9EQ Tel: 0203 117 0500 or look at the website: www.abta.com.

9. **PASSPORTS, VISAS AND 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. You should take health advice about your specific needs as early as possible. Visit the NHS Travel Health website for useful information: www.nhs.uk/Livewell/TravelHealth. General passport enquiries should be directed to the Passport Office. Visit: www.direct.gov.uk/passports or telephone: 0300 222 0000. The Foreign and Commonwealth Travel Advice Unit provides information about visa requirements and also provides contact details for relevant Embassy's. Visit: www.fco.gov.uk, alternatively e-mail: traveladvicepublicenquiries@fco.gov.uk, telephone the Foreign Office Travel Advice Unit on 0845 850 2829

- 10. FINAL TRAVEL ARRANGEMENTS:** Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

- 11. 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 whilst 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 upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please use the contact details displayed on our website. 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.com