



HPB TRAVEL CLUB LIMITED – GENERAL INFORMATION AND TERMS OF BUSINESS

The booking conditions detailed in this document apply when booking travel services through HPB Travel Club Limited (HPBTC) (also referred to as ‘we’ or ‘our’) when we are acting as agent for a supplier. This document covers bookings made both over the internet and on the telephone and for both HPB Holidays and non-HPB Holidays.

When booking HPB holiday accommodation either online or by telephone, please do not book flights or other travel arrangements until your HPB property is confirmed to you by email, post or over the telephone and, where relevant, you have confirmation from any other accommodation provider. HPBTC cannot accept liability for cancellation charges or other losses when booked flights are cancelled for any reason including unavailability of accommodation.

1) CONTRACT

When making your booking HPBTC 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. No contract will exist unless and until HPBTC confirm it on behalf of the supplier. When HPBTC are acting as agent for you we accept no liability for any issues that may arise between you and the supplier.

HPBTC can book you a package holiday in its capacity as an agent, in which case you will have one contract with the principal. As agent HPBTC accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. Their 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. Our Terms of Business are governed by English Law and the English Courts have jurisdiction. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by 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 reject it.

2) BOOKING DETAILS

When a booking has been made 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 may incur a charge imposed by the supplier of the arrangements. Please ensure names given are the same as those detailed in the relevant passport.

To process your booking we will require you to provide us with personal data relating to each person travelling on your booking, including minors. We will collect this information at all times in accordance with our privacy policy, which can be found on our website and is available on request. The privacy policy complies with relevant data protection laws

including EU Regulation 2016/679 (as the same may be updated or varied or revoked from time to time).

The personal data we may need to store and use include the names and contact details of you and all parties included in your booking, credit/debit or other payment and passport details and where applicable, details concerning any disability, mental conditions or dietary requirements, which might affect the chosen holiday arrangements.

As the data controller, HPBTC have measures in place to protect the personal data held by us. This extends to ensuring the protection of personal data that is sent on to the relevant suppliers of your holiday, who process your personal data on our behalf for the purpose of your booking. It may be necessary to transfer your details to suppliers in a country outside of the EEA, where the data protection and privacy rules are less stringent. In such circumstances we will only transfer your personal data, to the extent required and at such level of disclosure as necessary, where we have verified at the time of the transfer that the concerned suppliers have appropriate safeguards in place to protect your personal data to the level and extent of protection as afforded by HPBTC.

We will not pass any of your personal/sensitive data (the latter including, but not limited, to data relating to your racial or ethnic origin, your religious beliefs and any disability you may have where you have provided your specific consent previously) onto any person who is not responsible for any part of your holiday and the request for the personal/sensitive data is not necessary for the performance of your contract with us. We will retain your personal data in our archived system for up to 7 years from the last use by us of such personal data to allow us to comply with our legal obligations relating to your holiday and for any associated litigation. We will only keep your personal data for as long as it is necessary or is required by law. We may also be required to transfer your personal data in advance of your holiday to public authorities such as customs or immigration if required by them, or as required by law. This may include, but is not limited to, government-issued identification and passport details. Certain personal data may also be passed on to security or credit checking companies.

If HPBTC is unable to pass on necessary information to the relevant suppliers in order to complete your booking, whether in the EEA or not, we will be unable to process your booking which may have an impact and it may result in your booking being cancelled in its entirety.

3) PAYMENT

You will be required to pay a deposit or make full payment for your booking at the time of reservation. Where you only pay a deposit you must pay the full balance by the due date notified to you. If full payment is not received by the balance due date, HPBTC will notify the principal(s) or supplier(s) who may cancel your booking and charge cancellation fees as set out in their Terms and Conditions.

4) CANCELLATION AND AMENDMENT

Cancellation or amendment requests can be made in writing, by email or over the telephone. They will not take effect until received by HPBTC and accepted by the supplier. 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). If you have already paid for the services, HPBTC will contact the supplier on your behalf to get a refund. HPBTC will retain £15 to cover administrative costs regardless of number of products cancelled. The only item excluded from the £15 retention is flights, where the full flight booking fee will be retained, regardless of if the service is then cancelled.

5) INSURANCE DETAILS

Some principals/suppliers may require you to take out travel insurance as a condition of booking with them and you will be advised of any such condition. In any event, HPBTC strongly advise that you take out a travel insurance policy in order to cover you and your party against the cost of cancellation for an insurable reason, the cost of assistance (including repatriation) in the event of accident or illness, loss of baggage or money and other expenses. You are responsible for ensuring that you have adequate travel insurance in place and there are no exclusion clauses which limit cover in a way which you consider significant.

Please check any insurance policy carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information may invalidate your insurance or restrict the cover. You should take your insurance policy with you when you travel.

You should check the terms of your insurance policy to see if you are entitled to a refund of the policy premium in the event that you cancel your booking.

6) YOUR FINANCIAL PROTECTION

HPBTC are members of the Association of British Travel Agents (ABTA) under number 72282/W0868. ABTA is the UK's largest travel association and membership obliges us to follow their Code of Conduct.

Package holidays which HPBTC sell as agent 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 organizer and HPBTC will provide you with their confirmation of this. Since HPBTC acts as agent, liability rests with the package organizer.

7) DELIVERY OF DOCUMENTS

HPBTC normally receive confirmation of your booking from the supplier within three weeks of booking. Once checked this will then be sent to you electronically or by post. Most airlines issue a booking reference known as an electronic ticket, which you should present at check-in along with a relevant and acceptable form of photographic ID (e.g. passport). Passengers are required to provide a valid form of photographic ID at check-in on all flights, including domestic services. Please check with the airline that, if you intend using ID other than a passport, this is acceptable.

Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to paying any additional costs incurred by HPBTC.

8) PASSPORT, VISAS AND HEALTH

HPBTC 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 HPBTC 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. The visa requirements for a country can be found on the Foreign & Commonwealth Office website <https://travelaware.campaign.gov.uk/>. If you or a member of your family does not hold a British Citizen passport, you/they are advised to consult the relevant passport issuer about visa requirements. Many countries require a passport to remain valid for a minimum period beyond the date of arrival or planned departure. It is important to remember that children need their own passports.

Whilst on holiday, you are advised to take copies of your passport and any other important documents and keep them in a safe place away from the originals.

Please note that applying for certain visas can take some time. HPBTC cannot accept any responsibility for holidays cancelled due to the lack of or refusal of visas or other breaches of entry regulations. In particular, some flights will include transit stops which may require visas. Visa regulations do change so, even if you are a regular visitor, you should ensure that you recheck requirements prior to travel.

HPBTC can provide general information about any vaccinations or other health precautions required for your trip but you should check with your own doctor, practice nurse or travel health clinic regarding your specific circumstances. Please seek advice as early as possible as some vaccinations and other health precautions may be obligatory or may need to be administered a period of time before your departure to be effective. Information can also be found on the FCO website www.fco.gov.uk/knowbeforeyougo.

Passengers with a pre-existing medical condition may require written approval to travel from their doctor prior to departure and your condition should be advised to your travel insurance provider. If you are pregnant and planning to travel, you are advised to consult your midwife or GP. You are also advised to check with the airline and insurance company that they will allow you to travel before booking tickets. You should also check with the airline if you need to carry oxygen, drugs or other medical supplies or equipment with you in the cabin.

9) FLIGHT GUIDELINES – REGULATION EC 2111/2005

Please note that carriers such as airlines used in any brochure may be subject to change. We will confirm who the operating carrier(s) is to you when you book, however, if they are not known at the time of your booking we will confirm who the likely carrier will be. We will confirm this information as soon as we become aware of this. If there are any changes made to your carrier we will tell you of this as soon as possible after we have been made aware in all cases no later than at check-in or at the boarding gate. Changes to the carrier, flight timings and/or aircraft type will not entitle you to cancel or change your booking to other arrangements without paying the normal charges.

Some airlines are banned from operating in the European Union. You can view a list of these on the following website – <https://ec.europa.eu/transport/modes/air/safety/>

Many air tickets have restrictions which mean that no refunds are permitted once your reservation has been confirmed. Correcting personal information of passengers is normally possible but usually incurs administrative expense. Some Governments impose taxes which are not included in the ticket cost and must be paid locally.

Airline Codeshare agreements mean that some services may be operated by partner airlines with different policies on service, drinks and meals.

If you are travelling with a baby or young child, please provide HPBTC with the details. Airlines have different policies on the minimum age that they allow passengers, the age from which a seat needs to be paid for and the bringing on-board of equipment for babies/infants.

10) CAR HIRE GUIDELINES

HPBTC are acting as agent when booking a hire car so that your contract is directly with the hire company. Please check your voucher carefully so that you understand what is included and what extras may be payable or purchased in addition locally.

When collecting your vehicle please check your rental agreement thoroughly, particularly the Terms & Conditions of the supplier to ensure that you understand what extras and insurance excesses, if any, you are committing to and their charges.

If you have booked a hire car through HPBTC, you are advised to read '*HPB Travel Club Ltd – Car Hire General Information and Terms & Conditions*'. It can be found on our website and is available on request.

11) SPECIAL REQUESTS

Please ensure that HPBTC are notified of requests regarding aircraft seating, special meals, hotel rooms or any other aspect of your booking. Requests cannot be guaranteed but will be passed on by us and will be subject to the conditions of the supplier. Please also advise us of any health problems or walking difficulties. Should you require wheelchair assistance this must be pre booked and proof of need might be required by the supplier at the time of booking or of supply.

12) 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 is recommended to reconfirm your flight with the airline prior to departure. If you have any difficulty getting the information from the airline website, please contact us for assistance at least 72 hours before your outbound flight.

13) COMPLAINTS

As the contract for your travel arrangements is between you and the principal or supplier, any queries or concerns relating to the travel arrangements should be addressed to them. However, we are able to pass any messages, requests or complaints in relation to your holiday to the principle where you have booked a package holiday with them via us. 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 compensation at all depending upon the circumstances. If you wish to complain when you return home, please write to the principal/supplier. You will see the name and address plus contact details in the confirmation documents we send you. HPBTC will of course assist you with this if you wish – please contact Customer Services.

If the matter cannot be resolved and it involves us or another ABTA Member, then you can use ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com where you can find ABTA's simple procedure. HPBTC are a Member of ABTA, membership number 72282/W0868.

For online bookings through the HPBTC website, you can access the European Commission Online Dispute (ODR) Resolution platform at www.ec.europa.eu/consumers/odr. This ODR platform is a means of registering your complaint with HPBTC. It will not determine how your complaint should be resolved.

14) HPBTC CHARGES

In certain circumstances, including all flight services, most rail services and some ferry services, HPBTC apply a booking fee for the services we provide. This will be notified to you prior to purchase.

15) LIABILITY

HPBTC endeavors to make sure that the information provided on our websites is as accurate as possible and the rates shown in our literature are correct at the time of going to press. However, because of our reliance on certain third party systems and information, HPBTC cannot guarantee the accuracy of the information provided. HPBTC reserve the right to increase or decrease publicised prices at any time due to changes in supplier arrangements, HPBTC charges or currency fluctuations/rate of exchange.

Using the website means that you accept that HPBTC will not be liable for any losses arising from the use of information from the websites, including any loss of anticipated savings. Use of our websites, and of the information contained within them, is on the understanding and acceptance of these conditions. HPBTC does not accept any responsibility for the contents of any other website to which we have links. The inclusion of hyperlinks does not mean that HPBTC endorse any material contained within such sites.

HPBTC accepts no responsibility for and shall not be liable in respect of any loss, or damage or alterations, delays or changes arising from circumstances outside its control, such as war or threat of war, riot, civil strife, industrial disputes including air traffic control disputes, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure of or congestion at airports or ports and cancellations of travel.

This General Information and Terms of Business are correct at the date of issue.

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Registered Office: As Above / **Registered in England & Wales:** 1992328.

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