

# Terms & Conditions

## THE ULTIMATE TRAVEL DEALS COMPANY LTD TERMS AND CONDITIONS

THESE TERMS APPLY FOR NEW BOOKINGS FROM 19 JUNE 2024. Except where otherwise specified, we The Ultimate Travel Deals Company Ltd act only as an agent or sub-agent in respect of all bookings we take and/or make on your behalf. 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 supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s).

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agency booking services with The Ultimate Travel Deals Company Ltd, a company registered in England and Wales with company number **15767670** and registered office address of **5 Church Close, Lydbury North, Shropshire, SY7 8AU**.

"We/us" Means "The Ultimate Travel Deals Company Ltd"

"The Event" Means any holiday, accommodation, activity or function organised or advertised by us.

"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.

"Supplier" Means the company or person that is holding or providing the event or any part of it.

"Price" Means the total cost of the event.

"ATOL" an Air Travel Organiser's Licence issued by the UK Civil Aviation Authority

"Representatives" means all officers, employees, sub-agents, consultants, agents and subcontractors

"Sub agent" means any homemaker, independent agent, franchisee, affiliate, and/or personal travel consultant to whom the Agent may from time-to-time delegate or subcontract its obligations under this Agreement

### Formation of Contract

We can book you a package holiday with one company 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 agents we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them.

The suppliers(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.

Our Agency Terms 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 live there and 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.

No contract shall arise between you and us until we have received the deposit payable, and we have sent to you written confirmation (This can be in the form of an email) of our acceptance of your booking. To facilitate our ability to continue to provide safe and enjoyable holidays to our customers, we reserve the right to refuse to accept a booking request from an individual or group and reserve the right to cancel an existing reservation.

### **Booking and Payment**

When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant Passport or Travel Document. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions.

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 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. 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 suppliers, whether in the EEA or not, we will be unable to

provide your booking. Full details of our data protection policy are available upon request.

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 notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. If you have paid a low deposit the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

The price of your travel arrangements has been calculated in £GBP. When you make your booking, you must pay a deposit which will be determined based on the specific arrangements. The balance of the price of your travel arrangements must be paid at least 14 weeks before your departure date and at least 17 weeks for bookings which involve a River or Sea Cruise. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

**SPECIAL NOTE:** Some bookings will have different terms applied based around the content of the package being created and may include a different balance due date and more restrictive cancellation terms, we will bring this to your attention before a booking is confirmed if this applies.

Please note: The Ultimate Travel Deals Company Ltd sub-agents are not authorised to accept payment into their own personal accounts, e.g. no cash, cheques made out directly to your agent, transfers into your agents PayPal accounts, etc. If you are asked for payment of this kind, please contact us immediately. We only accept payment via debit and credit card for all services booked.

### **Lead Name**

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies "The Ultimate Travel Deals Company Ltd" against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead name is also responsible for the completion of the online guest list on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to and accept our terms and conditions.

### **Financial Protection**

All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service, then this might not apply. If we sell you a Tour Operators Package, we may also sell you a separate travel service from another supplier. As a Package is not a travel service in itself, the Tour

Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser according to the Package Travel and Linked Travel Arrangements Regulations. Package holidays are protected by the package organiser, and we will provide you with their confirmation. 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.

A) WHEN WE SELL FACE TO FACE. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

B) WHEN BOOKING ONLINE. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

The Ultimate Travel Deals Company Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with The Ultimate Travel Deals Company Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

### **Accuracy of 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 arrangements at the time of booking.

## Insurance

Many 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. If we have issued your policy, please check it 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 will affect your insurance.

## Special requests

If you have any special requests (for example dietary requirements, cots, or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met, and we will have no liability to you if they are not.

We are not a specialist limited mobility holiday company, but we will do our utmost to cater for any special requirements. If you or any member of your party has any medical problem or disability which may affect your arrangements, please provide us with full details by email before booking, so that we can try to advise you as to the suitability of your chosen arrangements. It is your responsibility to provide full and accurate details on any special assistance you may require. We may ask you to produce a doctor's certificate certifying that you are fit to participate in your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## Health & Safety Abroad

You must appreciate from media coverage that the political, economic and social conditions in a number of the countries we feature are not as stable as we are used to in Europe. Sadly crimes against both people and their property are a fact of life the world over. When in a foreign country it is very important to be extra vigilant and avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive camera equipment, etc. Travellers have the same responsibility for their personal safety and their possession as they do at home. We operate to many parts of the world, which do not and are not required to comply with British Health & Safety Standards and therefore urge that you undertake reasonable precautions to protect yourself and those travelling with you whilst on holiday. We recommend that you check out the Foreign and Commonwealth Office website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) which is packed with essential travel advice and information, this website offers a wealth of country specific information that only the FCO can provide.

## **Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us unless it was added on at the time of booking through one of our suppliers. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **Behaviour**

All guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or 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 of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you will cease and you party will be required to leave your accommodation or other service immediately. We will have no further obligations to you. No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss/damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result 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.

## **Cruise Bookings**

It is the customer's responsibility to settle all on board accounts. Children under the age of 18 will not be carried unless accompanied by an adult over the age of 21 at time of boarding who accepts responsibility for their welfare conduct and behaviour. Should children under 16 be travelling with only one parent most cruise lines require written authorisation to board ship from the absent parent where applicable. Infants younger than 6 months at point of boarding may not be accepted on some ships, full detail is provided at booking stage and we accept no liability for incorrect information provided by you. You must declare any pregnancy to us at the earliest opportunity as on certain cruise ships carriage of advanced pregnant women is not permitted, typically if the pregnancy is more than 24 weeks at return date. We reserve the right to refuse passage on board to any person who appears to be in advanced stages of pregnancy.

## **Changes and Cancellations by you**

Any cancellation or amendment request must be made by the lead name and sent to us in writing, by email or post, and will take effect on the day we receive it. Proof of posting

is not proof of receipt; therefore, you are advised to also confirm all changes by telephone. 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 such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier 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, we may charge an administration fee of £25 per person. Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

### **Changes and Cancellations by the Supplier**

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

### **Our responsibility for your booking**

Your contract is with the supplier and its booking conditions apply. As agents, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, if we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the total cost of 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.

### **Your Obligations**

You shall at all times behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for any organised events. If you breach these obligations, we may cancel or curtail the event or any part of it and in those circumstances, you shall not be entitled to any refund. You shall take out insurance suitable for your needs (including delays for events involving travel by land, sea, or air) before the event.



## **Publications**

All of the photographs and illustrations we use on our website, social media and in literature (including quotations) that we send you are for marketing purposes and may not entirely represent the actual products received.

## **Passport, visa and health requirements**

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 supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. 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 in good time before your departure.

For further information please visit the following websites for destination information, foreign and commonwealth office travel advice and general information about travel formalities, visas, passports and health requirements:

<https://www.gov.uk/foreign-travel-advice>

<https://travelhealthpro.org.uk/>

<https://travelaware.campaign.gov.uk/>

## **Accommodation Ratings, Standards and Information**

All ratings are as provided by the relevant supplier. 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. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question and are intended to present a general idea of the services provided by the supplier(s) in question. 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 accommodation or any other services please contact us.

## **Complaints**

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to



follow this procedure there will be less opportunity for the supplier 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 us. You will see our name and contact details in any confirmation documents we send you.

### **Final Travel Arrangements**

Please ensure that all your travel, passport, visa and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport. For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

### **Delivery of Documents**

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will usually be sent to you via Royal Mail unless advised otherwise. 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 applicable charges paid by you.

### **Changes to these Terms and Conditions**

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, apart from reservations already made

### **Free Place Promotion**

Where available, free child places shall be allocated as long as a booking meets the minimum required numbers stated on the individual booking(s) paying the full per person price. Should numbers of those travelling change on a booking due to an amendment, free child places may be lost and further costs due by you.

### **Contracts (Rights of Third Parties) Act 1999**

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.