

## **LOVE2SHOP HOLIDAYS BOOKING CONDITIONS**

All bookings made on this website are subject to:

1. these booking conditions;
2. the relevant supplier's/tour operator's booking conditions (available during the booking process);
3. the website terms and conditions;
4. the privacy policy; and
5. the cookie policy.

The relevant supplier's/tour operator's booking conditions can usually be found at the bottom of a payment page or on their own website. We recommend that you print a copy of the applicable booking conditions and in any event carefully read them before making a booking as they contain important information.

If you have any difficulties finding the applicable conditions, then please contact us and we will assist you.

Most supplier/tour operators booking conditions contain limitations and exclusions of liability, and cancellation and amendment charges are payable if a booking is cancelled or amended after it has been confirmed. Further charges may also be levied by Love2shop Holidays to facilitate amendments to bookings after confirmation on this website.

By making a booking, you agree on behalf of all persons detailed on the booking that you have read all applicable terms and conditions and agree to be bound by them; you have obtained the consent of all persons detailed on the booking to provide us with their personal data; you consent to our use of information in accordance with our Privacy Policy; and you are over 18 years of age.

When you make your booking you must pay the relevant deposit as specified at the time of booking. You must carefully review your booking summary (and all other documents) as soon as you receive it, especially all names (as shown on passports), dates and timings. If you believe that any details on the booking summary (or any other document) are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not immediately notified of any inaccuracies in any document.

You will be liable for any amendments and have to pay any charges made by suppliers/tour operators and/or Love2shop Holidays (see section "changes by you" below for details).

### **Who can use this website**

This website is intended for use only by users who access it from the UK.

The information and prices on this website only apply to users who make a booking from the UK. We are a company incorporated in England and Wales and our business and the services we offer are governed by English Law.

We are not licensed to trade as a travel agent or tour operator outside of the UK therefore we are unable to accept bookings from users who are not based in the UK.

No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this website or the services we offer with any laws of any other country outside of England, and the laws of other countries will not apply to this website or to the services we offer.

We reserve the right to deny access to this website at any time without notice.

### **Payment**

This website is for use by members of the public only to make travel bookings using 'flexecash' products and valid credit and debit cards where necessary.

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 supplier who may

cancel your booking and charge the cancellation fees set out in their supplier's/tour operator's booking conditions. Except where otherwise advised or stated in the relevant supplier's/tour operator's booking conditions, all monies you pay to us for arrangements will be held on behalf of the supplier(s)/tour operator(s) concerned.

### **Your contract**

It is the lead passenger's responsibility to ensure that they and their entire party are able to travel to all destinations on their itinerary, including a valid passport, relevant visas (if required) and adequate travel insurance. Information should be obtained independently and by visiting [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

When making your booking we will arrange for you, to enter into a direct contract with the supplier (tour operator/airline or other ancillary supplier) named on your booking summary.

For most bookings we act as agent for the supplier/tour operator, which in most cases is The Global Travel Group Limited. However, we may act as your agent when making a booking with some airlines and if this is the case details will be given at the time of booking.

As an agent we accept no responsibility for the acts or omissions of the supplier/tour operator or for the services provided by the supplier/tour operator.

You may wish to purchase individual flights, hotel, car rental, transfers or other services on our website. Each individual product and/or service maybe provided by a different third party provider. Your contract will be with each individual supplier and not with us. Since you create your own travel arrangements by adding each component separately to create your own bespoke booking, this is not a package and therefore you are not protected under the Package Travel Regulations; and unless you book a Flight-Plus (see below), your booking may not benefit from ATOL protection either. Until a component has been confirmed by the individual supplier, no contract has been formed.

### **Hotel Ratings**

The rating shown is the tour operator's own rating or the rating provided to us by our 3<sup>rd</sup> party suppliers. It's intended as a guide for comparison purposes and an attempt to give a guide to the overall quality of properties. These ratings are usually based on the views taken from customer feedback and of senior managers in both the UK and overseas. Where applicable, official ratings are given by the authorities in the country, and give a fair and impartial impression of standards within that country.

### **ATOL terms & conditions**

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 agent booking services with Love2shop Holidays.

These booking conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English law (and no other) will apply to any dispute, claim or other matter which arises between us out of or in connection with your contract or booking.

### **Checking your booking**

You must ensure that all travel details contained within your booking are correct before final confirmation. Upon booking on your behalf a copy of your booking confirmation will be provided to you. You must check that your booking details are correct. If any amendments or corrections need to be made to your booking you must inform us as soon as possible and in any event within 7 days of your booking date. You may be responsible for any charges incurred to amend or correct your booking, as detailed within the "changes by you" section below.

It is the responsibility of the customer to check that they have received all documents required to travel for each element on their booking, and if not received to contact Love2shop Holidays, without delay, within normal office opening times (and allowing for public holiday closures.) to allow for remedial action to be taken before travelling.

### **Changes by you**

If you wish to change any part of your confirmed arrangements, you must inform us in writing immediately. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that the supplier will be able to meet your requested change as amendments can only be accepted in accordance with the supplier's/tour operator's booking conditions. The supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £30.00 per change.

### **Cancellations**

If you or any other member of your booking decide to cancel your confirmed arrangements or any part of them you must notify the supplier in accordance with their supplier's/tour operator's booking conditions.

You may also notify us in writing or by email to: [admin@love2shopholidays.co.uk](mailto:admin@love2shopholidays.co.uk) and we will pass on your notification to the supplier concerned as soon as reasonably possible.

Since the supplier incurs costs in cancelling your arrangements, the supplier may charge the amendment charges shown in their supplier's/tour operator's booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**Note: As detailed above, certain arrangements may not be amended and/or cancelled after they have been confirmed and any alteration and/or cancellation could incur a charge of up to 100% of that part of the arrangements.**

### **Booking Fees**

All booking fees/handling charges are non-refundable.

#### **If the Supplier Changes or Cancels**

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. (See also the section dealing with 'Flight Plus' bookings below).

### **Refunds**

Please be aware that we are unable to refund any monies/vouchers/cards until there are returned from the supplier and this is accompanied by an invoice from them stating the same. This can take up to four weeks depending on our payment terms. We will diary to check this after a week, but ask you to not chase in the interim due to high call volumes into the team and also due to the fact that we are unable to chase the supplier any earlier than the four week period

### **Our Responsibilities:**

Unless we notify you to the contrary, your contract is with the supplier and its supplier's/tour operator's booking conditions will apply. As agent, except as set out in the 'Flight Plus' section below, 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 will not be responsible: -

- i. where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours or the applicable provider's control;
- ii. where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;

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. Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

### **Flight-Plus bookings**

#### What is a Flight-Plus booking?

1. A Flight-Plus booking exists where you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty-four hours or include overnight living accommodation in order to make them a Flight-Plus booking.

2. If in connection with the flight, you also book any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus booking, they will also form part of the Flight-Plus booking.

3. A Flight-Plus booking will also exist where on the same day, the day before or the day after you have requested to book: a) a non flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK. (A Package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-(a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package.)

4. A flight which begins and ends in the United Kingdom will not form part of a FlightPlus booking.

5. A Flight-Plus booking will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus booking; and as a consequence of that cancellation, the requirements in paragraph (1) are no longer satisfied.

6. Where you request to book a Flight-Plus booking, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

#### Flight-Plus Liability

- a. In these conditions, the failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.

b. If, before your intended departure on a Flight-Plus booking we become aware that any part of your Flight-Plus booking will not be provided a) because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus booking or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will make reasonable endeavours to provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus booking.

c. If, after your intended departure on a Flight-Plus booking we become aware your flight arrangements will not be provided a) because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus booking or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we or the CAA will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.

d. If, after your intended departure on a Flight-Plus booking we become aware that your living accommodation or self-drive car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your FlightPlus booking, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus booking.

e. Where suitable alternative arrangements are provided as set out in clauses (b) – (d) above, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by written receipts. Compensation will not be payable if living accommodation or self drive car hire is offered by us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

f. If cancellation occurs for reasons other than relating to insolvency, we will not be liable to pay you compensation and the above options will not be available. As agent, whether or not we have sold you a Flight-Plus booking, we will not be liable in respect of quality complaints, any general losses, distress or disappointment suffered by you in relation to your booking, and any such claims must be directed to the relevant supplier of the element in question.

g. We will not make suitable alternative arrangements or pay you compensation in respect of any tourist services forming part of your Flight-Plus booking. A refund will be given in respect of these services in the event of insolvency but we will have no further liability.

h. In some circumstances, the CAA will arrange and fund the obligations set out in clauses (b) to

(d) above. In this situation, we are entitled to levy a £25.00 claims processing fee per passenger which you agree to pay to us if such an event happens. We reserve the right to invoice you for this separately or to deduct it from any refund sums due to you. It will not be appropriate to pay you compensation in the event that the CAA takes on the obligation to provide you with alternative services.

i. 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 (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.

### **Financial Security**

We provide financial security for Flight-Plus bookings by way of a bond held by the Civil Aviation Authority under ATOL number 3973. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

When you make a Flight-Plus booking you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.