

## TERMS & CONDITIONS

### Allan Lamb Travel in conjunction with Hillgate Travel

Hillgate Travel Ltd, is a limited company incorporated in England (company number 01678876) whose registered office is at Stephenson House, 75 Hampstead Road, London NW1 2PL ('we', 'us', 'our'). We are specialist travel organisers. Our business operates out of the United Kingdom ('UK') and our services are as advertised.

### Application of these terms and conditions

These terms and conditions, together with any further terms and conditions notified to you by us prior to your entering into a contract with us (without limitation including any in our brochure or on our website which are relevant to your booking) ('Our Terms') and any other terms which we both otherwise agree will be binding on us both once a contract is made between us. A contract will exist between us once you have made your booking, paid your deposit (or such other fee as may be appropriate for example where you are making a 'late booking') and we have issued you with our booking confirmation. Our contact with you is also subject to any air carriers' terms and conditions of carriage. You should read these terms and conditions carefully.

### English Law

Any dispute arising over our contract will be dealt with under English Law. Our Terms do not affect your statutory rights.

### Data Protection

We observe the requirements of the Data Protection Act 1998 ('the Act') in respect of all personal data held by us at any time. We will not use any personal data relating to you, which we hold at any time for any purpose other than in connection with your booking. We will not pass on such data to third parties save where this is necessary in connection with the performance by us of our contract with you or as otherwise authorised by you. We may use such data to notify you of our services, offers and promotions from time to time. If you do not wish us to so notify you, please tick the appropriate box on our booking form.

### Brochure, advertisement and website content

We make every effort to ensure the accuracy of the information contained in our brochures, advertising and on our website. However, content is subject to change from time to time, often due to the actions of our suppliers (e.g. airlines, hotels, tour companies, car hire companies). We will endeavour to notify you of any change known to us affecting your holiday prior to issuing you with our booking confirmation. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

### Links to third-party sites

Hyperlinks to third party websites are provided for your reference only. We do not control these websites and are not responsible for their content. Inclusion of hyperlinks to such websites does not imply any endorsement of the material on such Web sites or any association with their operators.

### Modification of these Terms & Conditions

We reserve the right to change the terms, conditions and notices under which this Web site is offered without prior notice.

### Booking conditions

All reservations are made with Hillgate Travel a company registered in England under company number 01678876. In the following conditions the term company means Hillgate Travel, and the term customer means the person signing the booking form and all other persons on whose behalf he or she signs it.

### Booking your holiday

To make a holiday booking the customer should complete, sign and send in a booking form with a deposit of 50% of the holiday cost requested or the full amount if the booking is made within ten weeks of departure. The booking is accepted, and the contract made when the company issues a confirmation invoice, which is usually within twenty-four hours of receiving the booking form.

### Payments

Payment of all confirmation invoices must reach the company no later than 01.06.19.

### Amendments and cancellation

**Amendments** The company will make every effort to assist you if you wish to alter your arrangements. Requests for an amendment must be in writing, signed by the signatory of the booking form. If the Company is successful in making your requested amendment, then you must pay an amendment charge of £50.00 per booking. If the Company is not successful, then there will be no charge.

**Cancellations** All cancellations must be advised in writing, signed by the signatory of the booking form. Cancellations are effective on the day that they are received by the company. Recorded delivery is strongly recommended. The following cancellation charges (together with holiday insurance premium if applicable) will be payable, depending on the number of days prior to departure the company receives your notice of cancellation.

| Days Prior To Departure Date When Written Advice of Cancellation | Received Percentage of Total Holiday Cost |
|--|---|
| Before 1 <sup>st</sup> July 2019                                 | Loss of Deposit                           |
| On or after 1 <sup>st</sup> July 2019                            | 100% of total holiday cost                |

Amendments by the company after the confirmation invoice has been issued, the company makes every effort to operate all holidays as confirmed. In very rare circumstances, the company may have to modify your holiday before you depart. If the modification is significant the company will notify you as soon as practically possible and you will be entitled to one of the following as chosen by the Company: (a) take a substitute package of equivalent quality at no extra cost to you; or (b) take a substitute package of lower quality and recover from the company the difference in value between the original arrangements and the new ones; or (c) have repaid to you as soon as possible all monies paid by you under the contract, where upon your holiday arrangements will be cancelled. In addition, if the Company has to modify your holiday it will pay you compensation for non-performance of the contract (see table below for levels of compensation), if this is for any reason other than 'force majeure'.

| Days Prior to Departure Date When Notification of Change is Sent | Minimum Compensation Per Person |
|--|---------------------------------|
| More than 42 days  | £10.00                          |
| 29 to 42 days prior  | £20.00                          |
| 15 to 20 days prior  | £25.00                          |
| 0 to 14 days prior   | £30.00                          |

'Force majeure' means unusual and unforeseeable circumstances beyond the company's control, the consequence of which neither the company nor its suppliers could avoid even if all due care had been exercised. This may include, but is not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers. If the company becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a pro rata refund for ground arrangements not received. You may also in such circumstances be entitled to compensation by the company in accordance with the table above.

### Cancellation by the company

If you fail to pay the balance of the holiday price by 1<sup>st</sup> June 2019, the company will treat your booking as cancelled and levy the cancellation charge as set out above. If the company is obliged to cancel your holiday in any other circumstances before departure, the company will use its best endeavours to offer alternative arrangements at no extra cost to you or offer a substitute package of lower quality and you may recover from the company the difference in cost or have repaid to you as soon as possible all monies paid by you. In addition, unless the cancellation has been caused by force majeure the company will pay you compensation as set out in paragraph 3(iii).

### The company liability

- We accept responsibility for ensuring that your travel arrangements, which you booked with us are supplied as described in our printed material and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you the appropriate compensation if this has affected the enjoyment of your travel arrangements.
- We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees, agents and suppliers, whilst acting within the scope of/or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English law.
- In respect of the services provided by air or sea carriers, our liability in all cases shall be limited in the manner provided by international conventions and conditions of carriage of our suppliers. Copies of these conventions and, conditions of carriage are available on request. Operational decisions may be taken by air or sea carriers and, airports and ferry terminals resulting in delays, diversions or re-scheduling, over which our company has no control. When such changes are made, our company will endeavour to minimise any inconvenience.

### If you have a problem

If you have a problem during your holiday, please inform the relevant supplier (e.g., hotel) and our local representative immediately, who will endeavour to put things right. Not only may prompt action enable you to enjoy your holiday, but it is also a legal requirement, the omission of which can substantially affect your rights against our company. If it is not possible to make the complaint to the appropriate organisation at the time, you should contact our company, so that our company can endeavour to resolve it. However, should a problem remain unresolved, a complaint should be made in writing to our company office manager within thirty days of your return. Please note, we do not use an approved provider to resolve disputes.

### Our company price policy

Our suggested itineraries are prepared many months before the start of your holiday and the prices quoted in them are for your guidance only. If at the time of booking the price has changed from that shown in our suggested itineraries, you will be told of the revised price applicable to the travel arrangements before you commit yourself