Barrhead Travel Service Ltd.

Booking Terms

Updated 24 April 2024

INTRODUCTION

We are Barrhead Travel Service Ltd, a company registered in Scotland under company number SC 057208, whose registered office address is at Libertas House, 5th Floor, 39 St. Vincent Place, Glasgow, United Kingdom, G1 2ER (**we**, **us**, **our**). We are a supplier of holiday services.

We refer to your holiday in these terms as your **booking** or your **holiday**.

We act in the following capacities:

- As an organiser of package holidays in our own right, where we organise and supply holidays to you, by arranging the provision of two or more substantial components of your holiday together, for example flights, accommodation or another substantial part of your holiday, where the duration of your holiday is over 24 hours or overnight, and where we charge you a single all-inclusive fee. In this instance, the contract for delivery of your holiday to you is between you and us. We refer to these holidays as **package travel** holidays.

- As an **agent** acting on behalf of the supplier of your holiday or a part of your holiday (for example, a tour operator, airline or hotel), where we, acting as the suppliers' agent, arrange that part (or the separate parts) of your holiday with the supplier(s) and the fees are charges separately. In this instance, the contract(s) for supply of those parts of your holiday is directly between the supplier(s) and you. We refer to these elements of your holiday as **agency bookings**.

Our obligations to you may vary depending upon the type of holiday you book, and whether the holiday is **package travel** or an **agency booking**.

In these terms references to **you** and **your** include means all persons making a booking with us, as named upon the booking.

These booking conditions consist of **section A**, which contains the conditions which will apply to package travel bookings, **section B** which applies to agency bookings, and **section C** which applies to all bookings.

These **terms**, together with our **privacy policy** (http://www.barrheadtravel.co.uk/privacy- policy), and **website terms of use** (see www.barrheadtravel.co.uk) and **any other written information we brought to your attention** before we confirmed your booking, apply to your booking.

Please read these documents carefully as they set out our and your respective rights and obligations in relation to your booking. When you make a booking through us, you will be legally bound by the terms set out in these documents. If you do not understand any part of them please let us know.

SECTION A
PACKAGE TRAVEL

Summary of the key points of our terms relating to package travel bookings:

- In relation to package travel bookings, the contract is between you and us.
- The total payable for your package travel booking is the **booking price**. Package travel bookings may require the payment of a **deposit**, which shall be set against the booking price.
- The contract is created when we issue our **booking confirmation**.
- Once a contract is created, if you wish to cancel the booking because you have changed your mind or you can no longer go, you can only do so with our agreement. There is no "cooling off" period, or such like.
- If you cancel, there will be cancellation charges. Initially the cancellation charge will be your deposit, but after you have paid the balance of the booking price, the cancellation charge will rise, and can go up to 100% of the booking price depending when you cancel.
- You can make changes to your package travel booking in certain circumstances. We make a charge for this, in addition to the booking price.
- We have rights to change and/or cancel your package travel booking. We will pay you compensation in certain circumstances, where we exercise these rights.
- We are a Member of ABTA (https://www.abta.com/) and we hold Air Travel Operators (https://www.atol.org/) Licence number 5346. This provides you with certain protections in relation to your package travel booking. Please see the remainder of these terms and websites mentioned for further information.
- You also have certain rights under the Package Travel and Linked Travel Arrangements Regulations 2018, a copy of which can be found at http://www.legislation.gov.uk/uksi/2018/634/contents/made.
- Carriage by Sea is subject to the Carrier's Conditions of Carriage which are expressly incorporated into any Contract, copies of which are available upon request.

1 When a contract is concluded with us and our general right to cancel

A package travel booking is made with us when: (a) you tell us that you would like to accept our written or verbal quotation; (b) you pay us the deposit we ask for; and (c) we issue you with a booking confirmation.

We may decline to issue a booking confirmation at our absolute discretion. If we do, we will return your deposit. In this instance, no contract is concluded with us for us to provide to you your package travel holiday.

We may cancel your booking at any time prior to it taking place, for example due to unexpected circumstances arising. In such an event, we shall refund to you the booking price then paid to us, but we

shall have no additional liability to you.

For all bookings, by making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

(i) they have read these Booking Conditions, our website terms of use (for online bookings) and any other written information we have brought to their attention before the booking was confirmed, and have the authority to and does agree to be bound by them;

(ii) they have read our privacy policy and consent to our use of information (including personal data)in accordance with it; and

(iii) they are over 18 years of age, resident in the United Kingdom and, where placing an order for services with age restrictions, declare that they and all members of the party are of the appropriate age to purchase those services

2 Checking what is sent to you

If your package travel holiday includes flights, we will issue an ATOL Certificate along with the booking confirmation.

Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document sent to you are wrong you must advise us immediately, as changes made after ten days of despatch (five days for tickets) will incur additional charges and/or may not be possible (for example due to unavailability of the relevant services).

3 What you have to pay us and when

Your booking confirmation will include details of what you have to pay us and when. If we do not receive payment in full and on time, we may cancel your booking. In this event the **cancellation charges** set out in clause 5 below will become payable.

4 Changes in prices

Whilst we strive to ensure the information made available by us is correct and up to date at all times, we do not guarantee that we will be able to do this. We may amend the price of holidays at any time before a booking is made.

Where a booking has been made with us and we shall have the right to correct errors in the booking price.

If you ask us to amend your booking, provide additional or attend to different arrangements, your booking price will change.

Certain elements which make up the booking price may be subject to change. The following elements of the booking price may be subject to change:

(i) Those which are made up by transportation costs, which may be changed where the cost to us changes.

(ii) Those elements which are dependent upon the cost of fuel.

(iii) Those elements which are made up by the cost of meeting requirements to allow provision of your holiday, where these have been introduced or changed since the time of your booking, for example requirements to provide certain additional or amended documentation to allow entry into a country.

(iv) Those elements which are affected by changes in the charges our suppliers levy.

(v) Changes in related insurance charges.

(vi) Dues, taxes or fees payable to a government or authority including but not limited to tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports.

(vii) Elements the charge for which has been calculated in a currency other than pounds sterling, in which case the final amount payable may be affected by the exchange rates applicable at the time of payment.

We shall have the right to amend the booking price due to any of these causes, and you must pay us the amended booking price, subject to the following. We will absorb, and you will not be charged for, any increase in your booking price of up to 2% in total, except where that increase has arisen due to changes in insurance premiums, or any amendments and/or additional services or arrangements required by you (**insurance and amendment charges**). If the increase is in excess of 8%, then we may offer you an alternative package travel booking – you may accept this in replacement for your existing booking, in which case we will change your booking to that package travel booking, and, if the booking price for that package travel booking is lower, refund you the difference in the booking price. Alternatively, you may cancel your booking, in which case we shall refund to you the amount of the booking fee paid less any insurance and amendment charges. Should you wish to exercise these rights you must do so within 14 days of receiving our notification of the change in the booking price.

Should the price of your package travel booking go down due to the changes mentioned above, then any refund due will be paid to you less administrative costs incurred by us.

Other than to correct errors in late bookings, there will be no change made to the booking price of your package travel booking during the 20 day period before your departure.

5 Financial protection

We provide financial protection for our package travel bookings. This means that you are protected if we or the ultimate provider of your holiday ceases trading.

For flights or flight inclusive bookings this is through our Air Travel Organiser's Licence number 5346 issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 0YR, UK, telephone 0330 022 1500, email claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive-holiday from us you will receive an ATOL Certificate. This lists what is protected, where you can get information on what this means for you, and who to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). Where we have ceased trading, an alternative ATOL holder may provide you with those services or a suitable

alternative. Where an alternative ATOL holder provides the services, you must pay any money outstanding for those services not to us but to that alternative ATOL holder.

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 via your credit card issuers where applicable.

If the services cannot be provided, 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 or any third party (including 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.

We provide financial protection for our package holidays which do not contain a flight by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

6 Changes by You

If you wish to change any part of your booking after our booking confirmation has been issued, you must inform us in writing as soon as possible. This must be done by the first named person on the booking.

Whilst we will do our best to assist, we cannot guarantee that we will be able to implement your requested change.

Where we can implement a request, all changes will be made subject to payment of an administration fee of £50 per person per change, as well as any applicable additional amounts due for the amended services. You should be aware that costs for changes are likely to be higher closer to the departure date.

Changes may not be made less than 4 weeks prior to departure, except as set out herein, unless we agree otherwise.

If you or any member of your party wishes to do so, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 7 days before departure, and you meet all insurance and amendment charges (including those charged by the ultimate supplier(s) of your booking. For the avoidance of doubt, the transferee shall be bound by all contractual terms relating to the booking.

Where we are unable to implement the change and you do not wish to proceed with the original booking you may cancel the booking in which case the cancellation charges set out in clause 5 below will become

payable.

Please note that certain bookings or parts of bookings may not be amended after our booking confirmation has been issued and any implementation of any change may require that booking or part thereof to be cancelled in its entirety and a new booking made. In such an events a cancellation charge of 100% may apply along with the booking price for the new booking.

7 If you cancel

If you wish to cancel your package travel booking you must notify us in writing. Your notice of cancellation will only be deemed given when received in writing by us at our offices (the **cancellation date**). We recommend that you use recorded delivery post and retain a copy.

Where you are cancelling your booking, subject always to the other provisions of these terms, you will have to pay the applicable **cancellation charges** shown below, calculated with reference to the total booking price payable, excluding insurance and amendment charges. In addition, you must pay any insurance and amendment charges, as no part of these may be cancelled.

Period between cancellation date and departure date relevant to booking	**Cancellation charge**
More than 98 days	Deposit
97 -75 days	50% of booking price or deposit, if greater
74- 29 days	75% of booking price
28 days or less	100% of booking price

Some bookings may incur different cancellation charges as a result of the cancellation charges imposed by our suppliers. In that event, we shall have the right to increase our cancellation charges to cover our additional liability to these suppliers. Some accommodation providers may also require additional deposits, which will not be returned to you upon cancellation. If you wish further information, please enquire at the time of booking. Where the full deposit has not been paid at the time of cancellation you will be required to pay the remainder of the deposit. If the reason for your cancellation is covered under the terms of an insurance policy, you may be able to reclaim the cancellation charges. We will deduct the cancellation charges from any monies you have already paid to us. No refunds will be given for unused services.

8 If we change or cancel

It is unlikely that we will have to make any changes to your booking, but we do plan the arrangements many months in advance, and unexpected circumstances can arise.

Occasionally, we may have to make changes to your booking and we shall have the right to do so at any time, for whatever reason we determine. Most of these changes will be minor and we will advise you or your travel agent of them promptly. Where we make changes, we shall have no liability to you except as

set out in these terms.

9 Minor changes

Examples of "minor changes" include the following when made before departure:

(i) Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
(ii) A change of outward departure time or overall length of your holiday of twelve hours or less.
(iii) A change of accommodation to another of the same standard or classification.

You do not have a right to cancel due to minor changes, and we do not offer compensation for minor changes.

10 Major changes

Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" include the following, when made before departure:

(i) A change of hotel accommodation area for the whole or a significant part of your time away.
(ii) A change of hotel accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
(iii) A change of outward departure time or overall length of your arrangements of twelve or more hours.
(iv) A change of UK departure airport, as long as that change is not from one London airport to another London airport (London airports are Heathrow, Gatwick, Stansted, Luton and London City'), or as long as that change is not from Glasgow to Edinburgh (including Glasgow Prestwick).

If we have to make a major change or cancel, we will tell you as soon as possible and if there is timeto do so before departure, we will offer you the choice of:

(i) accepting the changed booking;
(ii) having a refund of all monies paid; or
(iii) alternative arrangements of lower, equivalent or superior quality from us, if available (we will refund any booking price difference if the alternative is of a lower value, but if the booking price is higher you will have to us the higher booking price).

You must notify us of your choice within 7 days of our offer, or within such shorter period we may reasonably require. If you fail to do so, you will be deemed to have accepted the changed booking.

If we make a major change or cancel, we will (subject to the exclusions noted below) also pay compensation as detailed below:

Period before departure when a major change is Notified by us	**Compensation payable per full paying passenger (for children see below)***
More than 98 days	£0.00
97-43 days	£10.00
42-29 days	£20.00

28-8 days	£30.00
7-0 days	£40

*****A child invoiced at a reduced rate will be paid credit/compensation on a pro rata basis according to that reduced rate as compared to the adult rate.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so under law. We may deduct from the compensation any amounts payable to us by you.

11 Exclusions from compensation

We will not pay you compensation in the following circumstances:

(i) In the event we are forced to make a change or cancel as a result of circumstances beyond our control. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic, pandemic , other significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), the presence of government advice against travel to a particular destination, significant building work taking place outside of your accommodation (such as resort development) or the inability of airline(s) to operate flights (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace.

(ii) If we make a minor change;

(iii) If we cancel as a result of your failure to make full payment on time;

(iv) Where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you; or

(v) If we cancel your arrangements because any minimum number of participants set out as a requirement in the booking confirmation has not been reached.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of a change or cancellation. In the event of a change or cancellation, you will receive only the payments expressly set out in these terms. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable.

12 Difficulties during your booking

If you or any of your party have difficulties during your holiday, we shall (at no charge to you unless the difficulty has arisen due to your negligent or deliberate action or lack of action, or action or lack of action in breach of our contract with you) provide appropriate assistance including providing appropriate information on health services, local authorities and consular assistance.

If we become unable to provide a significant proportion of your holiday after you have departed, we will make suitable alternative arrangements for you at no extra charge and, if of a lesser value, compensate

you for the difference. If we cannot make alternative arrangements to your reasonable satisfaction, we will, provide you with transport back to the place of departure and provide you with reasonable compensation reflecting the value of the part of your holiday which we did not provide.

If it is impossible to arrange your return from your holiday due to unavoidable circumstances, we will bear the cost of necessary accommodation, for an equivalent category of accommodation, for a maximum of three nights. This limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

If you experience illness during your holiday you should report this to the hotel or our local representative (if there is one) or use the 24-hour telephone number printed on your booking confirmation. You should also consult a local doctor. If, on return to the UK, your symptoms are ongoing, you should make arrangements to visit your local GP.

A failure to take reasonable and sensible steps to mitigate or minimise the effect of any issues upon you or your holiday may affect your rights in the event of a subsequent dispute between you and us.

SECTION B
AGENCY BOOKINGS

Summary of the key points of our terms relating to agency bookings:

- In relation to agency bookings the contract is between you and the supplier of the relevant service (the **supplier**).

- The total payable for your agency booking is the booking price. Agency bookings may require the payment of a **deposit**, which shall be set against the booking price.

- The contract is created between the supplier and you when we issue our booking confirmation invoice.

- Once a contract is created, if you wish to cancel the booking because you have changed your mind or you can no longer go, you can only do so with the agreement of us and the supplier. There is no "cooling off" period, or such like.

- If you then cancel, there will be cancellation charges. These will be set by your supplier.

- In some circumstances we make a charge for agency bookings, in addition to the element of the booking price set by your supplier. Our charge is not refundable in any circumstances, except where we are at fault.

- You can make changes to your agency booking in certain circumstances. We will make a charge for this, in addition to the booking price. Your supplier may levy additional charges.

- Your supplier may have rights to change and/or cancel your agency booking. They may or may not pay you compensation.

- Your supplier, not us, is responsible to you for providing your holiday.

- We are a Member of ABTA (https://www.abta.com/) and we provide protection for your and we hold Air Travel Operators (https://www.atol.org/) Licence number 5346. This provides you with certain protections in relation to your agency booking. Your supplier may also be a member of these organisations. Please see the websites mentioned for further information.

1 Our status

In relation to agency bookings, we act only as an agent of the supplier(s) of the booking.

The responsibility for the performance of the booking is with the supplier, not us and we accept no liability in relation to the booking or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with the booking. Your booking will be subject to the specific **booking conditions** of the relevant supplier(s) and you are advised to read them carefully prior to booking. The booking conditions may limit and/or exclude the supplier's liability to you. The booking conditions will be to you by us or the

supplier during the process of arranging the booking.

2 When a contract is concluded

A contract for a booking is made between you and a supplier at the earlier of when: (a) you tell us that you would like to accept the written or verbal quotation relating to the booking; (b) you pay the deposit or take any other payment towards the booking or(c) a booking confirmation is provided by us or the supplier. If your booking includes a flight, we (or the supplier) will also issue you with an ATOL Certificate.

Please check your booking confirmation and ATOL Certificate carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as an agent, we have no responsibility for any errors in any documentation except where an error is made by us.

You must pay the booking price for an agency booking by the dates set out in the booking confirmation. The booking price may be payable in advance of the booking confirmation being issued. A deposit may be payable. If full payment is not received by the due date, the supplier who may cancel your booking and charge you cancellation fees as set out in their booking conditions.

Except where otherwise advised, or stated in the booking conditions of the supplier concerned, all monies you pay to us for agency bookings will be held by us on behalf of the supplier(s) concerned, with the exception of payment taken for bookings covered by an ATOL (see Section C(2)).

3 Prices

Please note that changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised prices and prices for confirmed bookings.

4 Changes and cancellations by you

Any cancellation or change request relating to an agency booking must be sent to us in writing, by email, fax or post. Proof of posting is not proof of receipt, therefore you are advised to also check we have received the request with our Customer Services Department by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. If you have not the change may not have been made. Whilst we will try to assist, we cannot guarantee that such requests will be met. Changes and cancellations can only be accepted in accordance with the supplier's booking conditions.

Most travel service suppliers do not allow changes without a charge. Most budget airlines have cancellation charges of 100%.

5 Changes and cancellations by the Supplier

We will inform you as soon as reasonably possible if the supplier needs to make a change to booking or to cancel it. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier. The supplier's liability to you in respect of changes and cancellation shall be as set out in their booking conditions. We shall have no liability to you for changes or cancellation.

6 Our Service Charges

In certain circumstances we apply a service charge for the agency bookings we provide, in addition to any charge levied by the supplier:

SERVICE	CHARGE
Name change	Supplier's charge + £25.00 pp
Date Change	Supplier's charge + £20.00 pp
Amendment	Supplier's charge + £30.00 pp
Late Booking Fee	Supplier's charge + £10.00 pp
Cancellation	Supplier's charge +£35.00 pp

7 Our responsibility for your booking

Your contract is with the supplier and its booking conditions apply. A copy of these can be provided on request. As agent, we accept no responsibility for the actual provision of the bookings. Our responsibilities are limited to making the agency booking in accordance with your instructions. We shall not be liable for any information about the booking that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the booking price (of the affected elements of the 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 or any liability that cannot be excluded or limited under law.

8 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, we recommend that you should report this to the supplier or their local agent (if there is one) 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 the supplier. You will see their name andcontact details in the booking confirmation we send you. If the matter cannot be resolved and it involves us or another ABTA member then you have the option to use ABTA's ADR Scheme, approved by the Chartered Trading Standards Institute.

9 Financial Protection

Financial protection is provided for agency bookings. This means that you are protected if the supplier ceases trading.

For flights or flight inclusive bookings this will be through the supplier's Air Travel Organiser's Licence issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 0YR, UK, telephone 0330 022 1500, email claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive-holiday you will receive an ATOL Certificate. This lists what is protected, where you can get information on what this means for you, and who to contact if things go wrong.

Your supplier will provide you with the services listed on the ATOL Certificate (or a suitable alternative). Where the supplier has ceased trading, an alternative ATOL holder may provide you with those services or a suitable alternative. Where an alternative ATOL holder provides the services you must pay any money outstanding for those services not to us but to that alternative ATOL holder.

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 via your credit card issuers where applicable.

If the services cannot be provided, 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 may be required to assign 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 any third party (including 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.

10 Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. We do not check, and we shall not be liable for, the content of such information. Not all details of relevant services can be included on our website, and relevant information may be omitted. All services shown are subject to availability.

SECTION C
ALL BOOKINGS

Summary of the key points of our terms relating to all bookings:

- Your holiday is provided by various third parties. They have their own booking conditions. You must adhere to these.

- The information we provide to you is provided to us by third parties. We do not check it. It may contain errors and inaccuracies. We shall not be liable for these.

- Travel and accommodation services are provided to us by third parties. We shall not be liable for the acts and omissions of third parties.

- You are responsible for ensuring you are allowed to travel, have an up to date passport, and for meeting all requirements which apply at borders. We are not responsible for these.

- Delays and cancellations can arise during travel. Please see the section below which describes your rights in such events.

- There are other limitations on our liability to you. Please see the relevant section below.

- Where you make a booking with us you must have your own adequate travel insurance in place. You must behave properly and in a safe and sensible manner whilst enjoying your holiday.

- We are not a provider of holidays suitable to the disabled, but if you have a disability let us know and we will try and accommodate it. You must disclose to us any other circumstances relevant to your booking, so that we can take account of these.

- We are a member of ABTA, and you may engage in their scheme to help resolve any disputes you may have with us.

1 ABTA

We are a Member of ABTA, membership number 13759. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com

2 Insurance

It is a condition of making bookings with us that you obtain and maintain your own adequate travel insurance. You must take out a policy of insurance in order to cover you and your party against (at the very least) the cost of assistance (including repatriation) in the event of accident or illness and the loss of

baggage or other possessions. In arranging insurance please note that a failure to disclose relevant information will affect your insurance.

3 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 cannot guarantee that they will be met and we will have no liability to you if they are not.

4 Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check with us the current price and all other details relating to the booking you wish to make before your booking is confirmed. When you ask us to make a booking, that shall constitute an offer to us, which we may accept or decline as we determine in our sole discretion.

5 Accommodation ratings

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. We do not check or verify ratings. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

6 Circumstances beyond our control

Except where and to the extent stated otherwise in these terms, we are not responsible for any failure or issue in relation to your booking where this arises as a result of circumstances beyond our control. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic, pandemic , other significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), the issuance of government advice against travel to a particular destination, and significant building work taking place outside of your accommodation (such as resort development).

7 Passport, visa and immigration requirements

Unless agreed with us otherwise prior to issue of our booking confirmation, we contract with you on the basis that you and all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements, and who are not subject to any restrictions upon travel. If this is not the case we may decline, or we may be unable, to fulfil your booking. In such an event we may cancel your booking without liability to you, and the **cancellation charges** set out in clause 5 below will become payable by you to us.

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your booking. We shall not take any action or carry out any activity in this respect. We will only provide general information relating to this area, which shall not be specific to your particular circumstances. You must check requirements for your own specific circumstances in good time prior to commencement of your holiday. Please note that requirements do change and you are recommended to recheck the position just before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information you can also contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk. For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office at www.fco.gov.uk.

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss, cost, expense, or suffer any damage, because you have not complied with any passport, visa, immigration requirements or health formalities or because you are restricted from travel.

If we incur any loss, cost, expense, or suffer any damage or claim, you must reimburse us for this, where arising as a result of your failure to comply with any passport, visa, immigration requirements or health formalities or any restriction upon travel to which you are subject.

8 Travel delays and cancellations

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours (for any reason), you must contact us and the transport supplier concerned immediately.

We will provide you with prompt assistance. This prompt assistance is likely to extend to providing help in locating refreshments and accommodation, but not paying for them. Any transport supplier may pay for, provide a voucher for or provide refreshments and/or appropriate accommodation. At your instance, we may assist with arranging alternative travel, but this may constitute a change and it may affect your booking price.

Except where we are at fault, we will not be liable for any loss, costs, expenses, damage or claims. We are not liable where the cause of such cancellation or delay is beyond our control, for example where the cancellation or delay arises due to the behaviour of a third party not acting on our behalf.

The information provided to you as regards travel, including timing, is based upon the information made available to us. This information is subject to change by the relevant travel service provider. As such the

information is for guidance only and are subject to alteration and confirmation at the instance of the travel service provider. The information we provide is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned in respect of your travel arrangements. The latest travel timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct travel times. If travel times change after tickets have been dispatched we will contact you as soon as we can to let you know. Where we have not identified the travel service provider in your booking confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of it.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights are publicised at UK airports and are also available from airlines (including their websites and apps). If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your booking price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must assign to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

9 What we are not liable for

Except as expressly set out in these terms, we will not be liable for any injury, illness, death, loss, damage, expense, cost claim or other liability to the extent it results from:-

(i) the negligent act(s) and/or omission(s) of the person(s) affected;
(ii) your breach of these terms;
(iii) the act(s) and/or omission(s) of a third party who is not acting on our behalf;
(iv) circumstances beyond our control or our supplier(s)' control;
(v) matters arising from or connected with the occurrence of a pandemic, epidemic, or the acts (including restrictions) of any governmental or other authority.

Our liability to you is further limited as follows:

(i) Loss of and/or damage to any luggage or personal possessions and money - To the maximum amount we will be liable to you in respect shall be an amount equivalent to the excess on your insurance policy applicable to this type of loss.

(ii) Claims which do not involve injury, illness or death - The maximum amount we will have to pay you in respect of these claims is three times the booking price.

(iii) Claims in respect of international travel by air, sea and rail, or any stay in a hotel - The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens

Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements) and applicable laws. You can ask for details of these from our offices. Please contact us by writing to Customer Services, Barrhead Travel Service Limited, Libertas House, 39 St Vincent Place, Glasgow, G1 2ER. In addition, the transport provider's own limitations of liability in their terms and conditions will also apply to us, as if we were the transport provider.

(iv) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 261/2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(v) We are entitled to deduct any payment which you have received or are entitled to receive from any third party from our liability to you. Where we make a payment to you in relation to any liability, if we require you must assign to us (or to such persons as we direct, for example any insurer) your right to seek recovery from any third party in relation to the matter which gave rise to that liability, and provide us (or such person) such reasonable assistance as we (or they) may request in relation to any action taken against such third party.

(vi) We are not liable for any service which does not form part of your booking, for example any service you arrange yourself with a third party. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. 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.

10 Covid-19

We both acknowledge the ongoing Covid-19 global crisis and accept our obligations to comply with any binding requirements of governments and authorities, both in the UK and internationally.

Please note that we will have no liability for any loss, cost, expense, damage, claim or other liability incurred or suffered by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) if you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time prior to or after your departure, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time prior to or after your departure; or

(ii) you fail any tests, checks or other measures imposed by us, a supplier, airline, port or airport, border control authority or other government body or authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

If this happens in the 14-day period prior to your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

(i) postponing your holiday to a later date. We will notify you of any impact on the booking price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in the booking price due to the change);
(ii) if not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the other parts of these terms;
(iii) cancelling your holiday, in which case cancellation charges as referred to in these terms will apply. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will endeavour to provide assistance. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local requirements relating to Covid-19, and may have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face- mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you. You must comply with these arrangements.

11 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (for example, your hotelier where the issue is with your accommodation) immediately who will endeavour to rectify the situation.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to at our Customer Services Department, Barrhead Travel Service Limited, Libertas House, 39 St Vincent Place, Glasgow G1 2ER. We recommend that you send this notice within 28 days of the end of your holiday, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

The potential consequences of making false complaints and claims include being reported to the Police and facing legal proceedings.

12 Your behaviour

You must take all reasonable steps to look after your personal safety, and conduct yourself in an orderly and acceptable manner and not disrupt the enjoyment of, annoy, or cause distress, danger or risk to, other

persons. You must adhere to the rules and regulations at any place you stay or visit, and the terms and

conditions and directions of any provider of any service you enjoy (including any transport service). You must not break the law or cause damage to any property or thing. You must not cause delay or disruption to any service (including any transport service). You must ensure that every other person in your party does the same.

If in our opinion or in the opinion of provider of any service relevant to your booking, you or any member of your party breaches any of the foregoing, or appears likely to, we may cancel your booking immediately and/or cease providing services to you and/or your party, without liability to you. You shall not be entitled to any refund of your booking price or any other payment or refund. In the event of such cancellation you and/or your party must leave your accommodation and you shall have no entitlement to continue to enjoy any service (including any transport service) forming part of your booking. We will have no further obligations to you and/or your party. We shall not be liable to you and we will not pay any expenses or costs incurred as a result of termination. You shall be liable to us for loss, cost, expense, damage, claims or other liability we incur or are alleged to have incurred as a result of your actions, and you shall reimburse us (or such person as we direct) therefor on demand.

13 Behaviour of other persons

We are not liable or responsible for the actions or behaviour of other persons who are not acting at our direction.

14 Disabilities

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate elements of your booking. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking.

15 Failure to disclose

If you did not give us full details at the time of booking of circumstances which may be relevant to your booking or which may affect the ability of your booking to be properly provided, we may cancel your booking. In such an event cancellation charges as referred to in these terms may apply.

16 Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own booking conditions. By making a booking with us, you agree to abide by those booking conditions. Copies of such booking conditions are available from us on request.

17 Jurisdiction and applicable law

These terms and any agreement to which they apply are governed in all respects by the laws of Scotland. We both agree that any dispute, claim or other matter which arises between us out of or in connection

with your contract or booking will be dealt with by the Courts of Scotland. You may, however, choose the law and jurisdiction of the courts of England and Wales, or Northern Ireland, if you live in one of those countries.

Information under the Package Travel and Linked Travel Arrangements Regulations 2018 for those to whom we provide package travel services under Section A

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all UK rights applying to the packages. Barrhead Travel Service Limited will be responsible for the proper performance of the package as a whole.

Additionally, as required by law, Barrhead Travel Service Limited has protection in place to refund your payments and, where air transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 for those to whom we provide package travel services under Section A

- You will receive all essential information about the package before concluding thepackage travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- You will be given an emergency telephone number or details of a contact point where you can get in touch with us.
- You may transfer the package to another person, on reasonable notice and subject to payment of the charges set out in our terms.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and as provided for in our terms, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, you may terminate the contract.
- You may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, have changed significantly. If before the start of the package we cancel the package, you are entitled to a refund and compensation as set out in our terms.
- You may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, you may at any time before the start of the package terminate the contract in return for payment of the charges set out in our terms.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will be offered to you at no extra cost. You may terminate the contract without paying any termination fee, whereservices

are not performed in accordance with the contract and this substantially affects the performance of the package and we fail to remedy the problem.

- You are also entitled to a price reduction or compensation or both where the travel services are not performed or are improperly performed.
- We must provide assistance if you are in difficulty during the holiday.
- If we become insolvent, payments will be refunded. If we become insolvent after the start of the package and if transport is included in the package, your repatriation is secured. We have insolvency protection with ABTA. You can contact ABTA – The Travel Association at 30 Park Street, London, SE1 9EQ; claims@abta.co.uk; 02031170599 and through their website https://abta.com/holiday- help-and-complaints/abta-customer-support).