

# Kosmar Holidays Limited Booking Conditions

These terms and conditions apply to your booking. Please read these terms and conditions carefully.

We are members appointed and authorised agents of Kosmar Holidays Limited (“**Kosmar**”). Kosmar Holidays Limited has a registered office at: 32 Eyre Street, Sheffield S1 4QZ. Its company registration number is 11367550.

We are a member of TTA (Travel Trust Association). We are obliged to maintain a high standard of service to you by TTA’s Code of Conduct. Visit <https://www.thetravelnetworkgroup.co.uk/travel-trust-association> for more details.

Our obligations to you will vary depending on which type of booking you’ve made as explained in the following four sections.

We are an authorised agent for Tour Operators, Airlines, Cruise Operators, Accommodation Providers or other suppliers. When we act as an agent, your contract for the travel arrangements will be directly with the supplier of the arrangements and will be subject to that supplier’s booking conditions as explained in **SECTION A** below.

We also organise our own packages. When you book one of these, your contract is a contract for services and will be with Kosmar Holidays Limited. When we refer to a “**Package**” in these conditions we mean a package as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. **SECTION B** contains the conditions which will apply only where Kosmar Holidays Limited act as the Principal and we have arranged a Package at your request.

There are certain terms that apply to any type of booking and these are detailed in **SECTION C**. For

bookings that include a cruise, the following additional terms apply in **SECTION D**.

Your booking with us will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes.

## SECTION A. Our Service As An Agent of the supplier of travel arrangements

### A1. Your Contract

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 principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book a package holiday for you, in which case you will have one contract with the principal, 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 agent we accept no responsibility or liability for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal’s or supplier’s Booking 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. 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.

### A2. Changes or Cancellations You Make Before Travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the terms and conditions and charges of the principal/supplier. We will liaise with them and inform you of the amendment or cancellation charges which apply which may be up to 100% of the cost of the booking, depending upon the type of booking and notice you give.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

The lead name on the booking must give us notice to change.

### Our Charges

In addition to any charges applied by the principal/suppliers, we will also apply a maximum charge of £35 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made.

## SECTION B. Package arranged by Kosmar Holidays Limited

The terms set out below, together with the terms set out in Section C, apply when we have arranged a Package for you.

### B1. Price Changes After Booking

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Package may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £5.00 per person to gather with an amount to cover agents’ commission. If this means that you have to pay an increase of more than 10% of the price of your Package, you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on our final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your Package go down due to the changes mentioned above, by more than 5% of your Package cost, then any refund due will be paid to you. However, please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

### B2. Changes Made by Us Before Travel

Sometimes we’ll have to make changes to your Package. **Significant Changes:** If any change will have a significant effect on your Package, we’ll tell you about it before you travel

(if there is time). The sort of significant changes we’ll tell you about include: a change to your UK departure point; significant change of your destination; a change of more than 12 hours to the time you leave the UK or your destination or a change of time of embarkation or disembarkation by more than 12 hours; if we downgrade your accommodation by a lower official rating; if there’s a significant change of cruise itinerary missing out 2 or more ports altogether; and if the swimming pool will not be available for an extended period during your holiday and no alternative pool is available either at the property or nearby.

If you don’t want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed in paragraph B6 below headed ‘Circumstances Beyond our Control’, we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different Package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you or your Travel Advisor before departure	Compensation for each full fare paying passenger	
	Option 1	Option 2
More than 98 days	£0	£0
98-43 days	£10	£5
42-29 days	£20	£10
28-11 days	£30	£15
10-0 days	£40	£25

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments available to those travelling on ‘free child places’, ‘free group places’ or infants.

### B3. Changes You Make Before Travel

If you want to change the arrangements you have booked in any way, we’ll try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to our terms and conditions and those of the transport or accommodation providers’.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking. The lead name on the booking must give us notice to change. We will apply charges from the date we receive the instruction from you.

You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

### Changes to a Package

If you need to change any accommodation you have booked, we will do our best to help. Where permitted by our suppliers, changes to accommodation can usually be made for an amendment fee, although changes close to your arrival date may not be possible. Please note, in some cases we negotiate special offer rates with our accommodation providers, such rates may not allow changes to accommodation once booked – any such changes will incur up to 100% charges. Where this applies, you will be advised at the time of booking.

The majority of our flight, car hire, Eurostar and transfer providers do not typically allow changes to be made to tickets after bookings have been made. The tickets we sell are generally restrictive and our charges reflect the charges imposed by our suppliers.

Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price, in addition to any difference in price for the changed arrangements and, you must also pay an amount to cover our administration costs as detailed below.

Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

### Our Charges

In addition to any charges applied by the transport providers, we may also apply a maximum charge of £35 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made.

### B4. Cancellation By You

The lead name on the booking must give us notice to cancel. We will apply charges from the date we receive the instruction from you.

### Cancellation of a Package

In order to cover our expected losses from the cancellation of any other booking there is a set scale of charges which must be paid by you if you or anyone traveling with you cancels. Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown below. In these circumstances any additional cancellation charges will be advised at the time of booking. Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements

Time we receive your notice to cancel before departure	Cancellation charge
More than 98 days	Loss of Deposit
98-57 days	80% of cost (or loss of deposit if greater)
56-29 days	90% of cost (or loss of deposit if greater)
28 days or fewer	100% cost

If any member of the booking cancels and you can’t fill that person’s place, you may have to pay extra for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you cancel, you must still pay any insurance premiums and amendment charges which arose before the cancellation, and any deposits paid for any pre-booked items or services.

### Cancellation of Optional Extras

When we refer to ‘Optional Extras’, we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, park tickets, event tickets, pre-bookable excursions or car hire. If you cancel any Optional Extras for which there is a cost, we will pass on any costs imposed by the provider of the service, in addition, we may charge up to £35 to cover our costs of administering the change. If you cancel any travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

### B5. Minor Changes Made By Us Before Travel

Any change which is not deemed to be significant, as outlined in the Section entitled “Changes made by us before travel”, will be classed as a minor change. We will endeavor to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change

### B6. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Package after departure, or we, or our suppliers, cannot supply your Package, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

### B7. Changes Made After Travel

If, after your departure, a significant part of your Package cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. If appropriate, we will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

### B8. Airline Collapse

In the unlikely event that your flight back to the UK cannot be provided as planned due to the collapse of the airline on which you were due to travel, you must contact us as soon as possible. We’ll help you by finding an alternative return flight for you (so you may have to spend extra time in your destination until it can be arranged and this may mean you have to incur extra cost). In finding an alternative flight we’ll take the approach of ‘like for like’. If the flight you booked was an economy seat we’ll arrange an alternative return flight in economy. If your flight seat was business or first class, we’ll try to find an alternative return flight in business or first class. Our priority is to get you home as soon as possible in the same class of travel as you’d booked, so if we can only find an alternative in a lower class of travel, we’ll offer you that flight, and having done so, we’ll have fulfilled our obligation to you. We won’t be liable for any costs you incur if you reject the alternative flight we offer and decide to make your own arrangements, or if you haven’t given us the opportunity to arrange an alternative flight home for you.

### B9. Cancellation By Us

We can cancel your Package and any other holiday we organise. On rare occasions, we may need to cancel your Package if there is insufficient demand for your particular Package. If we have to cancel a Package for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative, we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, we will not cancel your Package within 14 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen, where we could not avoid the results of those circumstances even after taking all reasonable care. (See ‘Circumstances Beyond Our Control’ above) No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your booking on time.

### B10. Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy you should have cover against delays.

### B11. Our Liability To You

(i) We have a legal duty to use reasonable skill and care in providing the services and facilities that form any part of your booking, or in arranging for third party suppliers to provide those services and facilities. In addition, we’re also liable to you under the Package Travel, Package Holidays and Package Tours Regulations 1992 for any failure by us or any of the suppliers we use to perform a service or provide a facility which forms part of our contract with you for a Holiday. If we comply with any applicable regulatory or legal requirements (such as, for example, those of the Civil Aviation Authority) that will mean we and our suppliers have properly performed our obligations to you under our contract with you. Taking reasonable skill and care doesn’t necessarily mean we have to comply with each and every local law and regulation particularly where these impose absolute obligations. You must show that reasonable skill and care hasn’t been used by us or our supplier if you wish to make any claim against us.

(ii) For claims which do not involve death or personal injury, if any part of your Package is not as described by us in our contract with you, we accept liability and we will pay you reasonable compensation, in each case subject to all the exclusions and limitations set out within this paragraph B11 but the maximum we’ll pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from this. Any sums received by you from suppliers will be deducted from any sum we pay to you as compensation.

(iii) Where a flight ticket is downgraded or a flight cancelled or delayed, or boarding is denied by any airline in circumstances that entitle you to compensation under the Denied Boarding Regulations 2004, then you must make your claim under those Regulations directly against the airline. Any sum you’re paid by the airline in this respect constitutes the full amount of your entitlement to compensation for all matters flowing from the airline’s actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you don’t comply with the requirement to claim against the airline and make a claim for compensation against us, you agree that, at the time we pay you any compensation, you’ll make a complete assignment to us of the rights you have against the airline in relation to your claim.

(iv) For claims which involve death or personal injury resulting from an activity forming part of your Package (excluding Resort Booked Excursions - see paragraph entitled ‘Excursions’), we have liability and we will pay you reasonable compensation, in each case subject to all the exclusions and limitations set out within this paragraph B11

(v) We do not accept liability for any claim, even if it relates to death or personal injury, where that claim arises from any cause that is not due to any fault on our part or that of our agents, subcontractors or suppliers because it is due to your fault, or it is due to the fault of someone not connected with the performance of the Package contract and is unforeseeable or unavoidable; or because the claim arises from unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or the claim arises out of an event which neither we, nor our agents, subcontractors or suppliers could have foreseen or prevented.

(vi) If any international convention applies to or governs any of the services or facilities included in your Package and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the relevant international convention (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999 (these relate to travel by air); the COTIF Convention concerning International Carriage by Rail 1980 (as amended); the Athens Convention 1974 (relating to travel by sea); the Geneva Convention 1973 (relating to travel by road); and the Paris Convention 1962 (relating to hotel stays). You can ask us for a copy of the relevant convention. For the avoidance of doubt, this means that we’re to be regarded as having all the benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Package.

(vii) You agree to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you’re obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require to obtain reimbursement from any third party.

(viii) **Holiday illness: Should you become ill while on Holiday, you must consult a local doctor and, in addition, report your illness to the hotelier or via our contact details as shown on our travel documentation.**

The hotelier can put you in touch with a local doctor and if you have questions or concerns about this you can talk to them. It’s important you see a doctor and have the appropriate tests and to make sure you get the right diagnosis and treatment. You should also consult your GP upon your return to the UK. Holiday illness can be caused by many different factors, including a change of food, drinking un-treated water, too much time in the sun or dehydration etc. If you think your illness was caused by something you ate at your hotel, and should you wish to make a claim as a result of that illness, you’ll need evidence to support this from the doctor you see in resort.

You must provide us with full details of both the local doctor you saw and your GP, together with written authority for us to obtain medical records and all tests/sample analysis from both those doctors. Failure to provide us with access to the records prepared at the time you were ill in resort and immediately on your return to the UK, and/or failure to follow our complaints procedure as set out in the paragraph titled “Complaints”, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier.

(ix) If, during your holiday, you or any member of your party suffers any difficulty through misadventure as a result of any activity which doesn’t form part of your contracted Package arrangements, we’ll offer you prompt assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible but only if you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1000 per booking. If you’re entitled to have any costs and expenses arising from such an incident met by any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we incur in assisting you.

(x) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

(xi) If you want to make a claim against us, you must follow the procedure set out in the paragraph C13 entitled “Complaints”.

### B12. Loss of or Damage to Luggage

The amount of compensation we’ll pay for any loss of or damage to luggage is limited in accordance with the conventions listed in paragraph B11 (vi) above. For claims for missing or damaged baggage you must follow the rules on your travel documents or included within the airline’s conditions of carriage. Please note, you only have a limited amount of time within which to notify us or the airline and to make a claim. We won’t accept liability for high-value items because you should insure such items for the appropriate amount.

### B13. Excursions

Excursions include, but are not restricted to, any sightseeing trips, events or other tours either attended in resort or land based ‘shore’ excursions for which additional payment is required. Excursions can either be booked and/or paid for in resort (“Overseas Booked Excursions”) or pre-booked and paid for when you book with us (“Pre-booked Excursions”). All excursions are supplied by third party suppliers and are subject to the section entitled “Suppliers’ Conditions” above. We accept, subject to the Sections entitled “Suppliers’ Conditions” and “Our Liability to You” above, responsibility for Pre-booked Excursions. However, Overseas Booked Excursions do not form part of your booking with us and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability whatsoever for anything which may go wrong on an Overseas Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Overseas Booked Excursion, either as agents for the relevant Overseas Booked Excursion supplier or as agent for you. In any event the contract for any Overseas Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

## SECTION C. All Bookings

### C1. Information Accuracy

Descriptions of accommodation, facilities and services we provide are based on information obtained from our suppliers. Outside of peak season it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

**Advertised Prices:** Mistakes or computer errors occasionally occur, so if any price on our web site or booking system is obviously wrong, then any booking made based on that price won’t be valid, and we’ll be entitled to cancel it and give you a full refund. All prices can change (up or down) at any time before a booking is made. Your travel agent will tell you the current price at the time you make a booking enquiry.

**Local Charges:** Charges may be made in resort for certain facilities/activities such as watersports, sun loungers, sun umbrellas, safety deposit boxes, laundry services, mini bars, air conditioning, resort fees, city taxes etc.

**Taxes:** We will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.

### C2. Making A Booking And Paying

**On Request Bookings:** A booking isn’t confirmed until we issue a confirmation invoice. Some travel and accommodation arrangements are only available on an ‘on request’ basis and we can’t confirm these until we receive confirmation from our supplier. Any arrangements that are provisionally booked ‘on request’ are not confirmed or guaranteed and are subject to change (including price) until we receive confirmation from our supplier. This particularly applies when booking holidays with flights on a scheduled airline a long time before departure, when seats haven’t yet been loaded onto reservations systems by the airline. It also applies to bookings attempted online which are not immediately confirmed by us by email confirmation.

**The Lead Name & Their Responsibilities:** The person who instructs us to make the booking, who signs the booking form (if booking with a travel agent) or who completes the booking online or by telephone is the ‘Lead Name’. He or she must be 18 years of age or over at the time of booking (or 21 years in some cases as required by the supplier of services - you will be advised if this applies at the time of booking). Anyone under 18 intending to book and travel without an adult must discuss requirements with their Travel Advisor. We may accept a booking request subject to you satisfying our suppliers’ conditions of travel and subject to appropriate checks being made with parents/guardians and booking forms being signed by a parent/guardian and verified by us. A contract will then exist between the parent/legal guardian and us.

The Lead Name is the person who is entering into the contract with us. By making a booking, the Lead Name is agreeing to these booking conditions (and any other information and updates that is relevant to the arrangements you have booked). The Lead Name is the person responsible for paying the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable – even if any of the other people travelling on the booking fail to pay their share of the price. The Lead Name agrees to provide all those who are named as passengers on the booking with accurate and full information regarding the travel arrangements booked, including any changes made to those arrangements by us or the Lead Name, and confirms that all those named passengers, including any that may be added at a later date, agree to be named on the booking and agree to be bound by these booking conditions.

When a booking has been confirmed by us, only the Lead Name can cancel or amend the booking. However, in the case of the death or serious illness of the Lead Name we’ll accept a written instruction to cancel or amend signed by another person named on the booking.

### Paying For Your Booking:

At the time of booking you agree to pay us either:

- a non-refundable deposit as required by us and/or the supplier of the travel services (you will be advised of the amount of deposit that must be paid), or;
- the full cost if: (a) it is required by the supplier of the travel arrangements; or (b) if you are booking a 14 weeks or less before your travel date.

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If you're only asked to pay a deposit at the time of booking, the remaining balance of the cost must be paid no later than the balance due date advised by your travel agent (which may be more than 14 weeks before departure date), or the date stated on your booking confirmation (if you booked by phone or online). At the very latest, full payment must reach us by 14 weeks before your travel date.

**PLEASE NOTE: IF YOU DO NOT PAY ON TIME, WE HAVE THE RIGHT TO CANCEL YOUR BOOKING AND TO RETAIN OR MAKE A CANCELLATION CHARGE IN ACCORDANCE WITH THESE BOOKING CONDITIONS.**

## Method of Payment

Credit and Debit Cards: We accept most major credit and debit cards. We will not charge a handling fee for payment by this method.

Prevention of Fraud: We will ask you to provide your credit card or debit card billing address and cardholder details when you book. Please ensure that the details you give match those on your credit card billing statement. We reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied to us. To help combat fraudulent activity, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

**Special Requests:** If you have a special request for something that is not automatically part of your booking (e.g. quiet room, low floor room, vegan meal on the flight, etc), please make the request at the time of booking. We will pass your request on to the relevant supplier to ask if they can provide what you want. Special requests are not guaranteed to be met – even if we've made a note of your request on your invoice. That just means we've received the request and have passed it on to the supplier. We will not pay compensation for failing to meet a special request unless we've confirmed separately in writing to you that the request will be met.

## C3.. Confirming Your Booking With Us

Once you've booked we'll issue a confirmation invoice setting out the travel details and price. A contract will exist when we or the Principal issues the confirmation invoice. **Please check the details on your confirmation invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your booking agent, immediately.** As mentioned above, pay particular attention to the date your final payment is due as we may cancel your booking if you don't make your final payment on time. If we do this we'll keep your deposit. If we agree to extend the deadline for you to pay the final payment at your request, and you still fail to pay by the agreed new deadline, we'll cancel the booking and you'll be liable to pay cancellation charges in accordance with the scale set out in the paragraph B4, 'Cancellation By You' or as required by the Principal you've contracted with.

## C4. Insurance

It is a condition of our contract with you that you have suitable insurance cover for the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please ask your Personal Travel Consultant for more details. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

## C5. Ticketing

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavor to dispatch your tickets to you at least 10 days prior to departure.

**IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK. IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT US IMMEDIATELY.**

For bookings made within 7 days of departure, it may be necessary for us to use a courier company which guarantees next day delivery and any charges will be passed on to you at the time of booking. In such cases, tickets will either be sent to you or to the departure airport, and this will be advised at the time of booking. Please note that the delivery charge is non-refundable.

## C6. Suppliers' Conditions

Our third party suppliers also have their own terms and conditions. They govern the services they provide and you'll be bound by these, even if you have a contract with us. In the event of any conflict between a supplier's terms and conditions and these booking conditions, the supplier's term or condition that conflicts with ours will take precedence, unless it is deemed under English law to be invalid or unenforceable, in which case the relevant term or condition in our booking conditions will prevail. Some of our suppliers' conditions may limit or exclude their liability to you and, because they'll apply to your contract with us, may also limit or exclude our liability to you. Suppliers' terms and conditions are often subject to international conventions too, which limit their (and our) liability. You can get copies of the relevant supplier's terms and conditions if you ask us.

## C7. Transport Timings, Check-in and Other Details

Travel timings are provided by suppliers and are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

**Check-in:** If you fail to check in on time, the transport provider is entitled to refuse to allow you to board the flight/cruise. We cannot accept responsibility if such a situation arises and, whilst we endeavor to assist in making alternative travel arrangements to your destination, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return travel arrangements. No refund can be made for any unused arrangements.

You must check-in at least 1 hour prior to departure for all flights (other transport services may vary, check your documentation carefully). Failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

**Flight Reconfirmation:** It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

**Flight Detail:** Joint Services: Please note that two airlines may share the same services; therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket. If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

## C8. Travel Documents And Health Advice

It's your responsibility to make sure everyone travelling has valid travel documents (e.g. Passport, Visa) and has followed health advice. For up to date UK Government health & travel advice please visit [www.fco.gov.uk](http://www.fco.gov.uk), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathnac.org](http://www.nathnac.org) and contact your GP. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website: We can't accept any liability for your failure to do this. If we or your carrier are fined because anyone on your booking didn't have the correct documents/vaccinations, etc., you'll have to reimburse us.

## C9. Advance Passenger Information

To comply with UK and International regulations on Border Control and Aviation Security, before travel you must provide passport and certain other information, for each person travelling, to the airline that is going to carry you ('Advance Passenger Information' or 'API'). Please check your booking documents for details of how and when to submit this information. Failure to provide API by the deadlines stated (which may be several weeks before travel), could mean you can't travel or, if the airline/cruise operator allows you to submit the information at the airport/port, you may be charged for this.

## C10. Disabled Travellers and Passengers with Reduced Mobility

We cannot be held responsible if you fail to tell us about special needs/requirements that will affect your holiday experience and this means we will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements and for further assistance please advise your Kosmar travel agent if you have a medical / mobility problem / condition or disability which may affect your holiday, please tell us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as we or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

**Overseas accommodation and services:** The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, transport and services, and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

**Flights:** If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise that you contact your Travel Advisor before making your reservation. This will enable your Travel Advisor to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

## Cruises:

(i) We and our third party cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on cruises.

(ii) If you (or a member of your party) have a physical or mental disability or any other condition which may require special treatment or assistance (including those who use wheelchairs) you must advise us in writing before you make a booking. If you (or any member of your party) use a wheelchair, you must furnish your own standard size wheelchair and you must be accompanied by a travelling companion fit and able to assist you. For convenience and comfort collapsible wheelchairs are strongly recommended. Cruise ships' wheelchairs are for emergency use only. We and our third party cruise suppliers reserve the right to refuse passage to you if you fail to notify us and our third party cruise suppliers of such disabilities or need for assistance or who in our opinion is unfit for travel or whose condition may constitute a danger to themselves or others on board.

You acknowledge that medical care while on a cruise ship may be limited or delayed and that the ship may travel to destinations where medical care is unavailable. Certain international safety requirements, shipbuilding requirements and/or applicable regulations may cause difficulty for mobility-impaired persons or persons with severely impaired sight and/or hearing. Standard cabins on cruise ships are not designed to be barrier free and wheelchair accessible. You must be physically fit to undertake the holiday. You must be self-sufficient and/or must travel with a companion able to provide any assistance needed during the holiday. You may not be able to participate in certain activities or programs either on board the ship or onshore at ports of call if to do so would create a risk of harm to yourself or any other person.

## C11. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as Banks and credit card companies, or the police); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services from Kosmar Holidays Limited and carefully selected third parties. If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via our web site, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via our call center as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to:

Data Controller, Kosmar Holidays Limited, 32 Eyre Street, Sheffield S1 4QZ.

If you wish to opt out of receiving marketing communications from us, please advise one of our travel advisors or make the appropriate opt out choices on the website when you book.

## C12. Your Responsibility

We want all our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the effect they may have on others. If we (or another person in authority) believe your actions could upset other customers, our suppliers or our own staff, or put them in danger, your holiday / travel arrangements may be ended and this could mean we or our suppliers may either ask you to leave your booked accommodation, or prevent you from boarding the aircraft. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft. If this happens, we will not pay compensation, make refunds, or cover any expenses you suffer as a result.

If your behavior or the behavior of any members of your travelling party causes any aircraft to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion. We cannot accept liability for the behavior of others in your accommodation, flight, or for any facilities/services withdrawn as a result of their action.

## C13. Complaints

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone.

The address to send complaints to is: **Customer Support, Kosmar Holidays Limited, 32 Eyre Street, Sheffield S1 4QZ**

We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

We can also offer you TTA's scheme for the resolution of disputes. If we can't resolve your complaint, go to <https://www.thetravelnetworkgroup.co.uk/travel-trust-association> to use TTA's simple procedure. Further information on the TTA Code of Conduct and TTA's assistance in resolving disputes can be found on <https://www.thetravelnetworkgroup.co.uk/travel-trust-association>.

## C14. Fraudulent complaints or claims

We accept that there are times when we need to compensate if things go wrong on one of our holidays, but we are aware that some holidaymakers are being encouraged to make fraudulent claims for compensation. We're committed to the prevention and detection of fraud to protect our customers and to try to keep the cost of our holidays as low as possible. We work with fraud investigators to help us identify fraudulent claims and if any complaint or claim is proved to be fraudulent in any way, such as, falsely claiming to be affected by an illness resulting from eating at the hotel, or exaggerating the effect a minor illness had on the enjoyment of the holiday, we'll take appropriate legal action to recover any sums that may have been paid out. We reserve the right to refuse to accept any future bookings from the person or people involved. It's a criminal offence to make fraudulent claims therefore we may also put the matter into the hands of the Police.

## C15. Your Financial Protection

The flight inclusive Package's and Flight Plus bookings provided by us from the UK are financially protected by the ATOL scheme. When you buy a flight inclusive Package or a Flight Plus booking 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.

We, or the suppliers identified on your ATOL Certificate, will provide you with the travel 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 or a suitable alternative (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 may not be possible for the CAA to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or against your credit card issuer, where applicable). Where you book with us via your travel agent, payments you make to that agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pass on such payments to us for so long as we do not fail. In the unlikely event of our failure, any of your payments held at that time by the agent or any payment subsequently accepted from you by the agent, is and continues to be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

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.

When you book a Package that does not include a flight, financial protection is provided by the guarantee in place by the TTA.

Where we act as an agent for other ATOL holders, your booking will be financially protected by the ATOL holder, named on your ATOL Certificate.

For any other non-package bookings or single components, your arrangements may not be financially protected. If this is important to you, please enquire at the time of booking or arrange suitable travel insurance to protect you.

## SECTION D. Cruises

The following terms, in addition to the cruise operators booking information apply to all bookings with us that include a cruise.

### D1. Cruise Bookings

It is the customers responsibility to settle all of their 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 behavior. 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 that may have been provided by you.

### D2. Pregnancy

Cruise ships don't have adequate medical facilities for childbirth on board. Cruise ships will not carry you if you've entered or passed your 24th – 28th week of pregnancy at any point in your cruise – the exact timing depends upon the cruise ship operator. You must check with us at the time of booking. All pregnant women should produce a doctor's or midwife's letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound if this has been performed. We can't accept a booking or subsequently carry you unless you comply with this section. If you're pregnant and made a booking (or made a booking on behalf of a pregnant passenger) before it could reasonably have been known that you or the passenger wouldn't be able to join the cruise because you've entered or passed the 24th – 28th (as the case may be) week of pregnancy, if we can obtain a refund or part refund of the cruise element of your booking from the cruise operator, we'll pass this onto you, but we shall otherwise have no liability whatsoever to you, to provide a refund of other arrangements you've booked with us (such as flights or accommodation). We and our third party cruise suppliers expressly reserve the right to refuse passage on board to you if you appear to be in an advanced state of pregnancy and we shall not have any liability whatsoever in respect of either such refusal and/or your carriage.

### D3. Advance Registration, Check-in And Travel Timings

To comply with Government and security requirements, cruise ship operators will require you to register your details with them in advance of travel and may also ask you to complete an online check-in process. We will include details of advance registration and online check-in procedures (as applicable to each cruise operator) on your confirmation invoice or with your tickets where known but it is your responsibility to check the relevant cruise operator's registration and check in process. Failure to submit the requested information accurately and in full may result in delays at the cruise terminal and you may be denied boarding. We accept no responsibility for such consequences.

For cruises you are advised to be onboard the ship a minimum of 2 hours before the departure time (in some cases 1 hour before departure time is permitted at ports of call but check with the cruise operator first).

If you fail to check in on time and/or fail to arrive to embark on time at any port or place, the cruise provider is entitled to refuse carriage. We cannot accept responsibility or liability if such a situation arises and, whilst we endeavor to assist in making alternative travel arrangements, any cost or loss incurred as a result will be your responsibility. Such costs associated with transportation to re-join the cruise ship may include, Government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees.

All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

### D4. Gratuities And Service Charges

The cruise operators' policies regarding onboard gratuities and/or service charges for the services provided by their staff vary. Most cruise operators apply one or more of the following policies:

- Gratuities or Service Charges may be left to your discretion;
- A daily charge may be automatically added to your onboard account which can be removed on request;
- A charge may be included in the price of our cruise Packages, which you pay in advance of travel. Where this applies it may be possible to ask for the charge to be removed and added to your onboard ship account;
- Some cruise operators may apply a compulsory daily service charge to your onboard account but do not expect you to tip at all during the cruise.

Whichever scheme the cruise operator uses, you will be required to abide by their gratuity / service charge policy and must settle your account in full before disembarking the ship at the end of your cruise. Where we are made aware of a cruise operators policy on gratuities or service charges details will be provided either at the time of booking, on our invoices or with the cruise operators tickets.

### D5. Contagious Or Infectious Diseases Affecting Your Cruise

At any port or place the Cruise operator may refuse to embark or may disembark any customer who, in the opinion of the Master, ship's medical personnel or other authorised ship's officer, might be excluded from landing at destination by immigration or other Governmental Authorities or who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or safety of other customers or the crew. In such cases you shall not be entitled to any refund of the Package cost or compensation of any kind. Additionally, we will have no liability for any costs or expenses you incur as a result. In cases of quarantine of the ship involving your detention, you must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred by you.