

# KATRINA TROTTER

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## TRAVEL

### Terms and Conditions

Katrina Trotter Travel Ltd, is a limited company incorporated in Scotland trading as Katrina Trotter Travel (company number SC481278) whose registered office is at Mordington House, Berwick Upon Tweed, TD15 1XA United Kingdom. A specialist travel company. The business operates out of the United Kingdom (UK). The services are as advertised.

#### Application of these terms and conditions

These booking terms and conditions, and any further terms and conditions notified to you by us prior to your entering into a contract with us, including any terms and conditions in our brochures or on the website which are relevant to your booking and any other terms which we both otherwise agree will be binding on Katrina Trotter Travel and you once a contract is made between us (Our Terms). A contract will exist between us once you have made your booking with us, paid your deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our written booking confirmation.

#### English Law

The contract between us will be governed by English Law and any dispute will be resolved exclusively by the English courts. Our Terms do not affect your statutory rights.

#### ATOL (Flights)

Katrina Trotter Travel does not currently hold an Air Travel Organiser's Licence (ATOL) issued by the Civil Aviation Authority. All flights can be booked independently by you (the client) or can be organised by us and booked through and paid directly by you to an ATOL bonded agent. All flights will be quoted separately allowing the client to decide whether to use their own flight agent or The ATOL bonded agent recommended by Katrina Trotter Travel Ltd. The flight contract will exist between you and the provider; as such you are subject to their terms and conditions. If you need to change or cancel your flights, please refer to the flight provider's terms and conditions. Any complaints about the flights should be reported to the airline, or the flight arranger. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

**Financial Protection on non-licensed Package Holidays** All package arrangements excluding flights are covered by Financial Failure insurance (PTR compliance). This insurance means that your money will be refunded or you will be returned to the starting point of your contracted arrangements if already abroad in the unlikely event of Katrina Trotter Travel becoming insolvent.

#### Holiday Packages

A 'holiday package' is a pre-arranged combination of at least two of the following, booked by you through us at an inclusive price, and where the combination lasts for a period of more than 24 hours or involves overnight accommodation: (a) transport; (b) accommodation; (c) other services not ancillary to transport or accommodation and a significant part of the booking.

Where the arrangements which you make with us for your holiday do not amount to a 'package' (as defined above) our obligation is limited to using reasonable skill and care in selecting a suitable supplier for the component you have booked e.g. accommodation and your contract will be with the supplier and not us, who will act as an agent.

#### Data Protection

We will hold your name, address and any other details you supply us with on our database. This information will only be used to make your travel arrangements and to send you information about Katrina Trotter Travel (only if you have not opted out not to receive that information). In order to make your travel arrangements we will need to pass some of your details to our suppliers and individuals outside the EU where less stringent data protection controls may be in place. We will not pass on your details to third parties for any other purposes.

#### Privacy Policy

Personal data relates to any living individual who can be identified from that data. As of May 25, 2018, in the European Union the processing of personal data is governed by the General Data Protection Regulation (GDPR). We endeavour to treat everyone's data in the same secure manner, wherever you are from. When you call us, email us, or book a holiday with us, all the data relevant to your holiday (or potential holiday) is collected securely in our database, and - depending on your chosen contact method - our emails. Personal data collected through a contact form or brochure request will usually include your full name, email, destination or holiday of interest, budget, and any other information you choose to divulge to us at this stage. When you book a holiday, more detailed data such as your address, birth date, passport details, and health are collected. We also collect information on your interests to ensure the most personal experience and perfectly designed holiday for you. Data submitted by passengers/clients to Katrina Trotter Travel is accessible only by Katrina Trotter Travel. Although our website and communications may contain links to other websites, we are not the owners of these sites, and therefore are not responsible for the privacy practices of such other sites.

#### Brochure, Marketing and website content

The content of the website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the website for any particular purpose. We take reasonable care to ensure accuracy of the content. We are not responsible for the content, policies and services of any sites linked or accessible via our website.

#### Booking Conditions

All holidays are subject to availability. When you make a booking with us you are making an offer to us to buy some of our advertised services. We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion. Once the contract is made between us we will use reasonable skill and care to perform our obligations to you in accordance with our Terms & Conditions.

All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead name' for your booking. The lead name will be responsible for making all payments due to us in accordance with our contract.

Completion and submission by you of our Booking Form will be treated by us as confirmation that you have read, understood and accepted all our Terms & Conditions.

It is important that you accurately complete our booking form as all documents, notices and other information relating to your holiday will be sent to this address. It is your responsibility to ensure that the details which you supply to us are correct.

## **Payment**

You will be notified at the time of booking of the price of your holiday. You will be required at the time of booking to pay us a non-refundable deposit, typically 20% of the quoted holiday price. In addition to the deposit, full or part payment (non-refundable) of certain elements of your holiday (such as flights or Christmas and New Year Bookings) may be required at the time of booking or at some point between booking and balance due date.

The full holiday price of a booking should be made at least 60 days prior to departure. Unless you are making a late booking, the balance due must be paid to us no later than 60 days before your date of departure. If we do not receive the balance by this time, you agree to run the risk of losing your booking and the services confirmed. You will be liable to pay any cancellation charges incurred by us and the suppliers involved in your package.

We accept cheques and bank transfers. If your booking is made so close to the departure date that it is necessary to issue your documents on departure or send them to you by special delivery. These delivery charges will be passed on to you.

## **Prices**

### Holiday Packages

We guarantee the price of your holiday stated in our booking confirmation. We may however pass on to you certain additional charges resulting from increased transportation costs (including the cost of fuel), dues, taxes, landing taxes or embarkation or disembarkation fees at ports and airports or fluctuations in the exchange rate. We will advise you of these extra charges as soon as we have been notified of them by the supplier.

Other holiday arrangements

We reserve the right to pass on any charges levied on us from time to time by our suppliers in respect of any other holiday arrangements made by us on your behalf such as or including:

- Return transportation costs including luggage allowance as confirmed
- Overseas transfers/transportation
- Accommodation, meals
- The services of a representative, tour guide or an appointed local agent, including a 24-hour emergency contact (except cruises)
- All UK departure taxes, fees and passenger charges
- Any applicable overseas port charges

Our holiday price does not normally include:

- Visa fees, overseas airport departure charges payable locally, portage, personal expenditure, hotel extras, fuel and extras for car hire
- Taxes or compulsory charges introduced by Governments, regulatory bodies or airlines after you have booked
- Security charges introduced or increased after you have booked relating to transportation costs
- Holiday insurance

The price payable by you for your holiday and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

## **Alterations or cancellation by you**

### Alterations

(a) Changing a member of the party

Where you are or any member of your party is prevented from travelling for any reason (including death, illness or jury service) we will try to transfer your booking to any other person satisfying all the requirements relating to your holiday and any additional costs as a result of the transfer will be charged to you. We cannot promise to meet your request. Please notify us in writing in reasonable time prior to your due date of departure.

(b) Other alternations

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. On some occasions, if members of a group booking withdraw, there are fixed costs which mean the remaining travelling party must pay more per person. We require your authority in writing before we can make any change. In the event that any change is requested in relation to a group booking we require the authority in writing of the lead name before we can make the change.

(d) Treatment of alterations by our suppliers

Many of our suppliers, particularly airlines, cruise companies and other tour operators, do not permit us to change names or travel dates and impose full cancellation charges. We will pass these on to you, where applicable.

### Cancellations

If you wish, following the issue to you by us of our booking confirmation, to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing or (in the case of a group booking) the authority in writing of the lead name to do so.

Our cancellation charges will apply. These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, insurance premiums, or any other fees or charges made by us and paid by you relating to your holiday in the event of cancellation by you.

We may incur non-refundable costs from the time you make your booking and you agree that if you cancel your booking you will not receive any refunds on those pre-paid deposits.

Our cancellation charges increase the nearer the cancellation is made to your departure date.

We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your holiday. Katrina Trotter Travel can recommend suitable insurers.

### Cancellation charges

Number of days left before your due date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total holiday price)

- 60 days or more Deposit only
- 59 – 43 days 40 % of invoice total
- 31 – 42 days 60 % of invoice total
- 7 – 30 days 100% of invoice total

## **If we have to change or cancel your holiday**

We will take reasonable care to deliver the holiday which we are contracted to provide to you. As we put in place the arrangements necessary to enable us to offer our range of holidays many months in advance, we may occasionally have to make changes and reserve the right to do so at any time.

## Holiday Packages

Our obligation to you depends on whether the changes are considered 'minor' or 'major'. A 'major' change is one which results in a significant alteration to the essential terms of the contract between us.

'Major' changes include:

- substantial change in price
- your UK departure airport (unless this is between Heathrow and Gatwick or vice versa)
- your city/resort/place of destination
- substantial change to your accommodation
- your scheduled departure time from the UK or the duration of your holiday by more than 12 hours (excluding delays outside of our control following check-in).

Minor changes:

A minor change is any other change which is not a major change. We will try to tell you as soon as reasonably possible prior to your due departure date about any minor changes, although we are not obliged to do so. We are not obliged to compensate you for any 'minor' changes made but out of goodwill we will try our best to make the changes with the least amount of additional costs.

Major changes:

If we have to make a 'major' change we will notify you as soon as possible and you will have one of the following options:

- to agree the changes and accept their impact (including any additional price)
- to cancel your holiday and receive a refund of all deposits paid by you to us. In recognition we will absorb all financial loss consequent upon cancellation. We shall not cancel any holiday for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office.

We are not obliged to compensate you for any changes which are made. However, in the event that we are forced to cancel your holiday for any reason other than our insolvency or any circumstances beyond our reasonable control we will refund to you the full price paid by you for your holiday.

### **Circumstances beyond our control**

We will not pay compensation or accept any liability where any change is due to circumstances outside of our reasonable control, including (without limitation) any strikes, lock-outs or other industrial action; labour disputes; acts of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule regulation or direction; impossibility of the use of any means of public or private transport or any action of any government or regulatory body; accident; break-down of plant and machinery; fire; flood or storm; other adverse weather conditions (including heavy rainfall, volcanic ash, hail, snow, fog or frost) affecting any airport, port or any other transport link, embarkation or disembarkation point and their operation; flight delays; other matters affecting air traffic control (including failure of equipment, systems and software); siege; acts of terrorism; police or security alerts or precautionary measures taken.

### **Optional Activities**

Our responsibility to you is restricted solely to the pre-booked and paid for arrangements as per our booking invoice. You are entirely at liberty to undertake any optional activity whilst in resort, however any suppliers, whether recommended by your accommodation provider or not would be outside of our selection protocols and as such we have no legal liability to you for any loss, damage, illness or injury which may be incurred by way of your participation. Any optional activity is undertaken at your own risk.

### **Our liability to you**

Katrina Trotter operates as an agent for suppliers of transportation, other ground services and accommodation. Bookings are subject to the conditions of these suppliers and subject to the laws of the country in which these suppliers operate. Katrina Trotter Travel shall not be liable for any aspect of the holiday relating to illness, injury, accident, death, damage, delay, theft, additional expenses, loss of property, due to circumstances outside of our reasonable control.

If any part of your holiday arrangements is not provided as promised, you must, as soon as possible, notify our supplier and either our appointed local representative (where one is appointed) or ourselves (where a local representative is not appointed) as soon as possible. You must provide us with details in writing at the earliest opportunity. We will endeavour to organise suitable alternative arrangements at no extra cost to you. In cases where we have not been able to provide alternative arrangements, our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions.

Our liability in all cases shall be limited to the total cost of your holiday. We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements directly.

None of the provisions of this paragraph shall have the effect of excluding or limiting our liability in respect of any personal injury or death of you or any member of your party during your holiday directly resulting from our own acts or omissions or the negligent acts or omissions of our employees, agents or suppliers whilst acting within our authority or instructions in the performance of our contractual obligations to you. We do not accept any responsibility for death, injury or illness caused by any act or omission whether of any third parties acting outside of our authority, instructions or control or with whom you may have made any bookings or arrangements directly or any cause which we could not reasonably prevent.

We are not liable to you where our failure or the improper performance of any of our obligations to you is due to:

- any fault or failure of you or of any member of your party
- any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable
- circumstances beyond our or beyond our suppliers' reasonable control

In respect of travel by air, sea and rail and the provision of accommodation, our liability is additionally limited in the manner provided by the relevant International Conventions which you agree are incorporated into these Terms & Conditions.

You should note that any acceptance of liability on our part is subject in all cases to set off or reduction of the amount of any claim made against us to take into account any amount paid to you or any member of your party at any time arising from the same cause or circumstances by any of our suppliers or pursuant to a policy of insurance.

Our suppliers and our local representatives are instructed not to act as our agents in booking any alternative activities other than those

approved and offered by us and which you have purchased directly from us. Any assistance they may offer at your request in relation to such activities does not imply they have acted as our agent or with our authority or approval. We are not responsible for such activities and have no liability to you in respect of any of them.

### **Special requirements**

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

### **Your responsibility**

It is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations. Health information services are available, including [www.nathnac.org](http://www.nathnac.org) and [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk) Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet requirements.

You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability.

You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of holiday if you or any member of your party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given or compensation paid and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity. You must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do while on holiday. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.

Despite our best endeavours to ensure your holiday runs as smoothly as possible, problems can occur. If you do experience difficulties that cannot be dealt with at the time by the hotel, lodge or camp you are staying at, then please contact us. The 24-hour number is (+44 (0) 7990 618 307) Please remember that we will be unable to help if you only mention the issue on your return from holiday. If you have a medical emergency, you must notify your travel insurance providers on their 24-hour emergency telephone number (which should be visible on the cover note). If you cannot make contact, please ring us and we will attempt to reach them.

Many of the trips take place in countries where local conditions vary enormously, and the people we deal with on the ground may be less time-conscious or meticulous in planning than ourselves, and while we will do our best to ensure that the holiday goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

### **Complaints**

If you have a problem during your holiday, please immediately inform the relevant supplier whose service is involved (e.g. your hotelier) and our local representative (or if none, Katrina Trotter), who will endeavour to put things right. It is unreasonable and in breach of your contractual obligations to us to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Katrina Trotter in writing to arrive within 28 days of your return giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form (where relevant) while on holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract resulting in reduced or no compensation if any was merited.

### **Insurance**

You must be fully insured for your holiday and must make sure that all of the activities which you will be carrying out are covered by such insurance including the activities pre-arranged by Katrina Trotter Travel. This insurance must include adequate cancellation insurance to the value of your holiday, emergency evacuation and repatriation costs in respect of all of your activities. In response to public concern, some insurers now offer specific insurance against cancellation, delay and abandonment due to volcanic ash disruption. This can be taken out as an add-on to some travel insurance policies or as stand-alone cover.

### **Updates**

Our Terms & Conditions are updated from time to time. The terms and conditions which will apply to your holiday are those included with the Booking Form at the time of booking. There may be additional terms and conditions which apply to special offers, promotions and discounts from time to time - in the event of a conflict between these T&Cs and the additional T&Cs, the additional T&Cs will prevail. These will be notified to you at the time of booking should you inform us that you would like to take advantage of them.

### **Agreement**

By proceeding with any booking, you confirm you have read and agreed to our Terms & Conditions. Katrina Trotter Travel Ltd. All rights reserved. Date of issue: May 2018