

Archers Travel UK Limited
Agency Terms & Conditions

Except where otherwise specified, we, Archer Travel UK Limited, a company registered in England with company number 02705910 and registered office address of First Floor, Wells House, 15 Elmfield Road, Bromley, Kent, BR1 1LT, act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any travel arrangements or other services you purchase (“Arrangements”) or for the acts or omissions of any supplier or other person(s) or party(ies) connected with any arrangements. For all Arrangements, your contract will be with the supplier of the arrangements in question (the “Supplier/Principal”).

All references to ‘packages’ and ‘package holidays’ on this website, marketing material or in these Agency Terms & Conditions means packages organised by third party Supplier/Principals on whose behalf we act as an agent. We do not organise or sell packages in our own name. All flight-inclusive packages you book through us will be protected by the ATOL of the Supplier/Principal organising the package.

By making a booking with us, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

- a. read these Agency Terms & Conditions and agree to be bound by them;
- a. consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- b. is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services;
- c. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Your Contract

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. select Cruise Lines and Tour Operators such as P&O, Princess, MSC and Disney) of the Arrangements, as specified on your confirmation invoice. As agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the services provided by them. Your booking with us is subject to these Agency Terms and Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and you are advised to read both carefully prior to booking. The Supplier/Principal's booking conditions may limit and/or exclude the Supplier/Principal's liability to you. Please ask us for copies of these if you do not have them.

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

2. Booking

When a booking is made all details will be read back to you. Once you have confirmed these details we will proceed to confirm the booking with the Supplier/Principal.

Please ensure that the names given are the same as in the relevant passport, check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charge, of which will be confirmed to you at the time of such requested change.

Please note, your personal data (including any special category (sensitive) information that you give to in regard to any disabilities, dietary and/or religious requirements) may be provided to public authorities such as customs or immigration if required by them, or as required by law. If you travel outside the European Economic Area, controls on personal data protection may not be as

strong as the legal requirements in this country. Full details of how we handle your data can be found in our privacy policy here.

3. Payment

In order to book your chosen Arrangements, you must pay a deposit as required by the Supplier/Principal of the Arrangements (or full payment if booking within 60 days of departure or as requested by the Supplier/Principal). You must also pay all applicable insurance premiums and booking fees.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with the Supplier/Principal.

4. Information & Accuracy

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier/Principal in question are intended to present a general idea of the services provided by the Supplier/Principal. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Arrangements or any other services please contact us.

Please note, changes and errors sometimes occur. Therefore, we reserve the right to correct and amend errors in advertised or confirmed prices at any time. We do advise you check the price of your chosen Arrangements at the time of booking.

5. Insurance

Many Supplier/Principals require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Please note, failure to disclose relevant information will affect your insurance.

6. 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/Principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

7. Changes & Cancellations By You

Any cancellation or amendment request must be sent to us in writing, by email at CustomerService@ArcherTravel.com and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure).

In addition, you may pay us an administration fee per booking for any amendments to bookings and an administration fee for cancellations. This fee is set by our Independent Advisors.

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

8. Changes & Cancellations By The Supplier/Principal

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Arrangements or to cancel them. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

9. Our Service Charges

In certain circumstances we apply a service charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal. Those service fees will be determined by the Independent Travel advisor you work with and will be disclosed upon booking your holiday.

10. Our Responsibility For Your Booking

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Arrangements 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 cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). 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.

11. Entry Passport, Visa & Immigration Requirements, Safety & Health Formalities

We can provide general information entry, passport, visa, health and immigration requirements health formalities for your trip. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions and/or fulfill such requirements and check any information regarding your destination or country(ies) through which you are travelling. Please note that these requirements may change between booking and departure.

Such information which you may need to check includes (but is not limited) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable (for USA travel).

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such body would be relevant to yourself.

- the Foreign, Commonwealth and Development Office (“FCDO”, <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- The Department of Foreign Affairs (“DFA”) (applicable to Irish residents);
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Neither we nor the Supplier/Principal accept any responsibility if you cannot travel because you have not complied with any entry, passport, visa, health and immigration requirements and/or health formalities.. You agree to reimburse us and/or Supplier/Principal in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

12. Complaints

Because the contract for your Arrangements is between you and the Supplier/Principal, any queries or concerns about your Arrangements should be addressed to them. If you have a problem with your Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal 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/Principal. You will see their name and contact details in any confirmation documents we send you.

We will of course assist you with this if you wish - please contact Customer Services at CustomerService@ArcherTravel.com 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, see www.abta.com.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly at CustomerService@ArcherTravel.com.

13. Law & Jurisdiction

These Agency Terms & Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

14. Accommodation Ratings & Standards.

All ratings are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

15. ABTA

We are a Member of ABTA, membership number [XXXX]. 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 can't 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.

16. Financial Protection

All the package holidays we facilitate the sale of as agent, come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser (which will be the Supplier/Principal) and we will provide you with their confirmation. When you buy an ATOL protected flight or flight inclusive holiday 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.