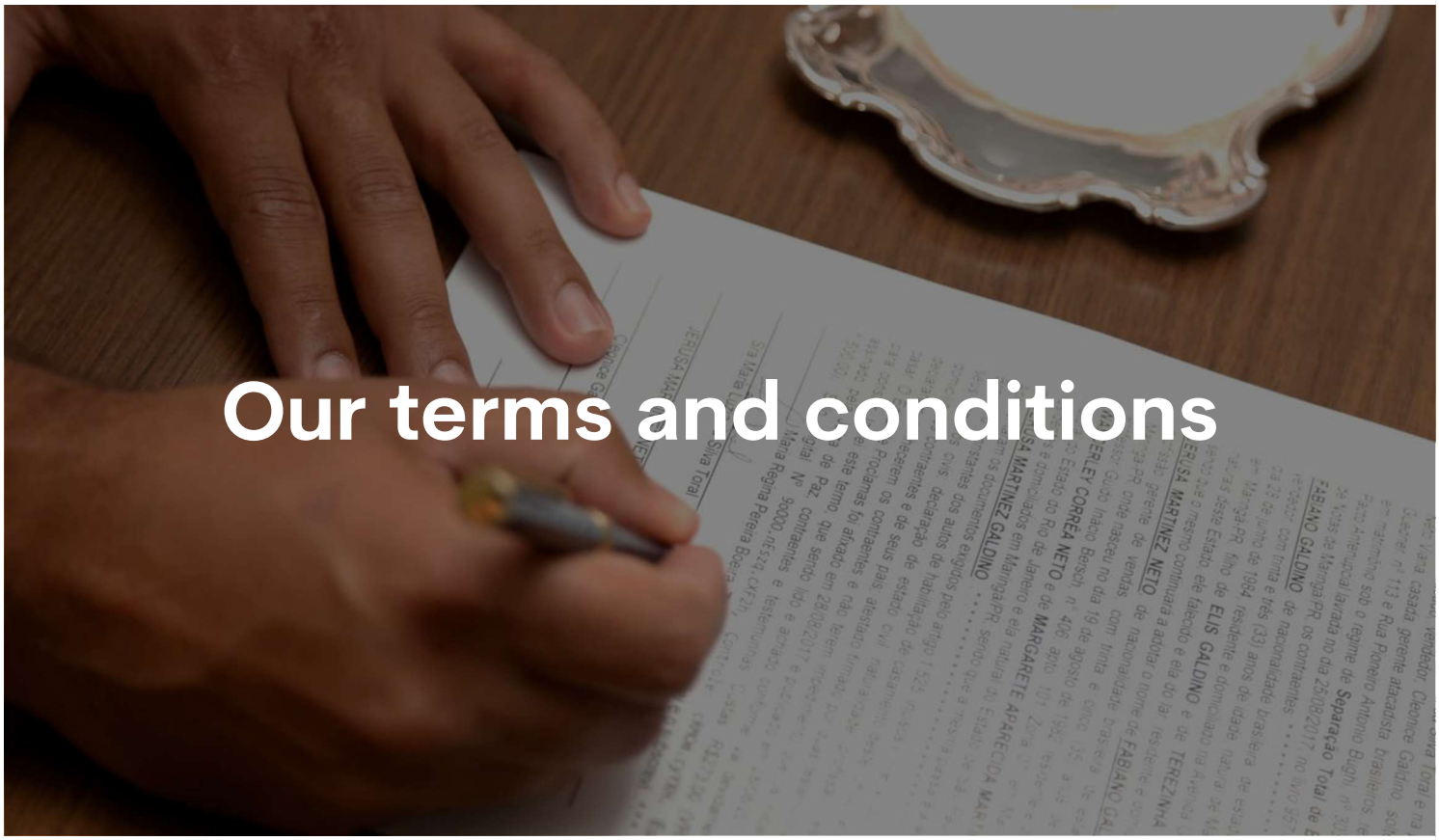

Our terms and conditions

Booking terms and conditions

Last updated 16th December 2025

Company Name: The Holiday Creators LTD

Company Number: 16458770

Except where otherwise specified, we The Holiday Creators LTD (a Company registered in England) trading as the holiday creators act only as an agent or sub-agent in respect of all bookings we take and/or make on your behalf.

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 supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with one company 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 for the acts or omissions of the supplier(s) or for the services provided by them. The supplier's (s') Terms & 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.

We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers.

Our Agency Terms are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

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.

1. **Booking and Payment** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. Please

check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If the balance remains outstanding 7 days after the balance due date notified to you we reserve the right to add a Late Payment Fee of £30 to the booking. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. If you have paid a 'low deposit' the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

2. Accuracy of Prices We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

3. Insurance Many suppliers 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. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

4. Special requests If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

5. Changes and Cancellations by you

Any cancellation or amendment request must be made by the lead name and sent to us in writing, by email or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes by telephone. 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 such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure).

Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

By the Supplier

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

6. Our responsibility for your booking Your contract is with the supplier 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 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.

7. Financial Protection. All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service then this might not apply. If we sell you a Tour Operators Package we may also sell you a separate travel service from anther supplier. As a Package is not a travel service in itself, the Tour Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser according the Package Travel and Linked Travel Arrangements Regulations. Package holidays are protected by the package organiser 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.

We, or the suppliers identified on your ATOL Certificate, will provide you with the 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 will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

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.

A) WHEN WE SELL FACE TO FACE. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

B) WHEN BOOKING ONLINE. If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

C) WHEN WE SEND LINKS TO OTHER WEBSITES. If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel Regulations. Therefore, our company will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services A) during the same visit to or contact with our company, B) during the same visit to our company's booking website, or C) via links we provide not later than 24 hours after receiving the confirmation of the booking from our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at http://www.legislation.gov.uk/uksi/2018/634/contents/made

8. Passport, visa and health requirements. We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note

that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances in good time before your departure.

9. Accommodation Ratings, Standards and Information. All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. 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 accommodation or any other services please contact us.

10. Complaints Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to us. You will see our name and contact details in any confirmation documents we send you.

11. Final Travel Arrangements Please ensure that all your travel, passport, visa and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport. For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

12. Delivery of Documents All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will usually be sent to you via Royal Mail. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.

13. Financial Protection Membership We are a member of Protected Trust Services (membership number 6325). Your payments are held in a secure and ring fenced HSBC trust account that is managed by external trustees. You can verify our membership by contacting PTS directly.

PTS

The Holiday Creators LTD

MEMBER NO **6325**

the holiday creators are proud members of Protected Trust Services (PTS) under membership number 6325. This offers you financial and consumer protection and ensures we maintain the highest industry standards with transparency and integrity.

12814 ATOL PROTECTED

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please

ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk

About

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