

BOOKING TERMS AND CONDITIONS OF TRIPSMITHS TRAVEL LIMITED

Applies to all bookings from 11 June 2026 onwards.

1 YOUR BOOKING

1.1 These booking conditions set out the terms on which Tripsmiths Travel Limited agree to sell travel arrangements and package holidays to you. Please read these booking conditions carefully before booking with us. If there is anything within these Booking Conditions that you do not understand, then please contact us at the details given below to discuss what this means for you. If you do not agree to these booking conditions you must not make a booking with us.

1.2 In these booking conditions:

1.2.1 “principal” means the third party provider of your package holiday or travel arrangements, on whose behalf we act as an agent;

1.2.2 “agent” means someone who sells or offers for sale arrangements to be provided by the principal;

1.2.3 “cruise” means a cruise provided by an operator (including any ancillary or connected services provided by the operator such as shore excursions);

1.2.4 “cruise only” means a booking of a cruise made through Tripsmiths Travel without the addition of any other travel services as part of the same contract;

1.2.5 “cruise package(s)” means a booking made through Tripsmiths Travel of a cruise and at least one other type of travel service (such as flights) which constitutes a package;

1.2.6 “operator” means the entity which operates or otherwise provides a travel service (regardless of whether they are the principal to your contract) which for a cruise will be the cruise line;

1.2.7 “package” means a combination of at least two types of travel service when purchased for the same trip or holiday in such a way as to create a package as defined by the Package Travel and Linked Arrangements Regulations 2018 (including where applicable, a cruise package);

1.2.8 “single component” means a single type of travel service such as cruise only or accommodation only and other arrangements which do not constitute a package such as day trips;

1.2.9 “booking(s)” means a booking or bookings made with or through Tripsmiths Travel for a package or single component, as applicable;

1.2.10 “late booking(s)” means a booking made on or after the date full payment for that booking must be made in accordance with these booking conditions;

1.2.11 “holiday”, travel service or “arrangement” means the travel arrangements we offer whether purchased as a single component or a package;

1.2.12 “you” and “your” means all persons named on the booking (including the party leader and anyone who is added or substituted at a later date) or any of them as the context requires;

1.2.13 “Tripsmiths Travel”, “we”, “us” and “our” means Tripsmiths Travel Ltd (registered in England and Wales with company number 17195651), with registered office address of St. Andrews House, West Street, Woking, Surrey, United Kingdom, GU21 6EB;

1.2.14 “departure” means the start date of your arrangements;

1.2.15 “embarkation date” means the date on which you are embark or are scheduled to embark on your cruise;

1.2.16 “Athens Convention” means the 1974 Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea as amended by the 2002 Protocol.

1.3 This clause 1 together with section A of these booking conditions applies to all bookings made with or through us

1.4 This clause 1 together with sections A and B of these booking conditions applies to all bookings made in the UK where we act as agent for the principal. The principal’s own booking conditions form the basis of your contract with them. These are available on request and will be provided or otherwise referred to at the time of booking. In the event of any conflict or difference between these booking conditions and those of the principal, the relevant provision(s) of the principal’s booking conditions will apply to the extent of the conflict or difference.

1.5 This clause 1 together with sections A and C of these booking conditions applies to bookings of packages of which we are the organiser and bookings of a single component where we are the principal, in either case made by consumers resident in the UK. For these bookings, your contract will be with Tripsmiths Travel Limited.

1.6 For both cruise only and cruise packages, the operator will be the carrier or performing carrier for the purposes of the Athens Convention.

Section A – All bookings

2 MAKING A BOOKING

2.1 Your booking is with Tripsmiths Travel Limited, trading as Tripsmiths and TS Tours. You can contact us by telephoning our customer service team at 0203 867 7479 or by email reservations@tripsmiths.com. Bookings can be made online on our website, by email or by telephone.

2.2 The first named person on your booking will be the “party leader”. The party leader must ensure and hereby confirms that the details provided for all parties to the booking are full and accurate, that all parties agree to be bound by these booking conditions and that the party leader has the authority to accept and does accept these booking conditions on behalf of all persons named on the booking (and by their parent or guardian for all party members who are under 18 when the booking is made). The Lead Name agrees to check all descriptions on the travel documentation received after booking and to inform us immediately of any errors or instances where personal details do not correspond with those shown on the passports of those travelling under the booking. The party leader shall be responsible for making all payments, for making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking. The party leader must be at least 18 years old at the time of booking.

2.3 Subject to the availability of your chosen arrangements, our acceptance of your booking will take place when we send you a booking confirmation email that will confirm the details of your booking and unique reference number. At this point, a contract will come into existence, as follows:

- For package holidays organised by Tripsmiths, and single component bookings sold by us as principal: your contract will be with Tripsmiths, governed by these booking conditions;
- For package holidays and travel arrangements sold by us as agent for the principal: your contract will be with the principal, and will be governed by both these booking conditions and the principal's terms and conditions. Where there is any conflict between these booking conditions and the principal's terms and conditions, the principal's terms and conditions shall take precedence to the extent of the conflict.

This booking confirmation invoice will be sent to the party leader. Please check the booking confirmation carefully as soon as you receive it and contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

2.4 We shall be under no obligation to issue a booking confirmation after you have placed a booking with us. We will not issue such a confirmation if we discover an error in the pricing of the travel arrangements or if the travel arrangements (or any part of them) are no longer available. If this happens, we will inform you of this and not process your booking further. We will then arrange for you to be refunded any part of booking already paid, unless you decide to use that payment towards a different booking.

3 PAYMENT

3.1 In order to make a booking with us, a deposit per person must be paid at the time of booking. Details of the applicable amount will be provided at the time of booking. If full payment is required at the time of booking, you will be notified of this and must make payment for the total cost of your booking.

3.2 For bookings made by telephone, payment can be made by credit or debit card. For bookings made online, you can pay securely via our website, in sterling. We accept Visa, American Express, MasterCard and Visa Debit cards. There is no fee for debit or credit cards registered within the UK and EU. We do not store your card details.

3.3 Where you have paid a deposit, the balance of the cost of your booking must be received by us by the date stated on your confirmation invoice. Reminders are not sent. If we do not receive all payments due) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, all deposits paid or due at that date will be retained as well as a £50 per person administration charge. If the booking is not cancelled straight away because you have promised to make payment you may have to pay cancellation charges, as set out by the principal.

4 LAW & JURISDICTION

4.1 These booking conditions and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these booking conditions or their subject matter or formation. However, if you live in Scotland, you can bring legal proceedings in respect of your booking in either the Scottish or the

English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of your booking in either the Northern Irish or the English courts.

5 THE COST OF YOUR ARRANGEMENTS

5.1 We may change the advertised price of any travel arrangements from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.

5.2 We advertise a large number of travel arrangements on our website and sometimes errors do occur. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.

5.3 If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking and refund you any sums you have paid.

5.4 The price of the travel arrangements includes all mandatory taxes, fees and charges which we are aware of, and can reasonably be calculated in advance at the time of booking. Certain taxes, fees and charges (including local taxes or resort fees) may be payable locally directly to the relevant supplier. Where this is the case, we will notify you of the amount to be paid locally. If the charges are not capable of being calculated in advance, we will provide you with sufficient information to allow you to understand the likely cost.

6 SPECIAL REQUESTS AND MEDICAL CONDITIONS/DISABILITIES/REDUCED MOBILITY

6.1 If you have any special request, you should advise us at the time of booking. Special requests cannot be guaranteed and will not be a term of your contract except as set out in this clause. Failure to meet any special request which has not been specifically confirmed will not be a breach of contract. Confirmation that a special request has been noted or passed on or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which has been accepted will be specifically confirmed as accepted on your confirmation invoice.

6.2 Some of the travel services we offer may not be suitable for people with certain disabilities, medical conditions or reduced mobility. Before you make your booking, please inform us and we will advise you as to whether the arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

6.3 Should you suffer from any medical condition, disability or reduction in mobility which may affect your holiday (including any which affect the booking process) or have any special requirements as a result, you are required to share this with us before you make your booking so

that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever a material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability or reduced mobility which may affect your holiday develops after your booking has been confirmed. If in our reasonable opinion, your medical condition, disability or reduced mobility is such that we are unable to offer suitable travel arrangements and/or activities for you (after taking account of the assistance which can be provided by someone travelling with you), we may be unable to accept your booking or you may not be able to participate in certain activities. We will of course discuss the situation and your particular requirements with you and do our best to find a suitable solution if we can.

If you do not give us all relevant details of any medical condition, disability or reduced mobility issue which is likely to affect your holiday arrangements at the time of booking and/or promptly after its development or deterioration after booking, we must reserve the right to cancel your booking when we become aware of all relevant details if, in our reasonable opinion, the holiday arrangements booked are not suitable for you (after taking account of the assistance which can be provided by someone travelling with you). If we cancel in these circumstances, cancellation charges will be payable by the person concerned.

7 CHANGES BY YOU

7.1 Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, no guarantee can be given that it will be possible to meet any such request. Where it can be met, an amendment fee of a minimum of £50 per person administration charge will be payable as well as any costs or charges incurred or imposed by the principal, operator and/or any of the suppliers of the travel services. A change of holiday dates will normally be treated as a cancellation of the original booking and re-booking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

7.3 As certain arrangements (such as flights) cannot be changed after a booking has been confirmed, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge of that arrangement and require you to rebook.

8 CANCELLATION BY YOU

8.1 You may cancel your confirmed booking at any time before departure. If you want to cancel your booking after it has been confirmed, you must do so by giving us written notice by email, post or hand-delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us. If you do cancel, the principal's applicable cancellation charges will be payable as well as an additional £50 per person administration charge. Please see the principal's booking conditions for these or ask at the time of booking for further details. Please note, amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

8.2 Depending on the reason for cancellation, you may be able to reclaim cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

8.3 Where any cancellation reduces the number of full-paying party members below the number on which the price and/or any concessions agreed for your booking were based, the principal may recalculate the price of your booking and re-invoice you accordingly.

8.4 No cooling off period: Please note that you do not have a legal right to change your mind and cancel your holiday within 14 days and receive a refund. This right, under the Consumer Contracts Regulations 2013, does not apply to travel arrangements or package holidays.

9 INSURANCE

9.1 It is a condition of our accepting your booking that all persons named on the booking are covered by appropriate travel insurance. You must purchase travel insurance prior to or at the time you make your booking, so that you have cancellation protection, and not just prior to your departure. This insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, and (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)

9.2 You are recommended to purchase travel insurance which includes specific cover for (1) COVID-19 related issues and incidents which may affect your travel arrangements and (2) travel to a destination subject to, or which may become subject to, a UK Foreign, Commonwealth and Development Office advisory against non-essential travel.

9.3 It is your responsibility to read and understand the insurance policy you purchase and ensure that it is suitable and adequate for your particular needs. Please take your insurance policy with you on holiday. If you choose to travel without adequate and appropriate insurance cover, we will not be liable for any damage or losses suffered by you which it is reasonable to expect would have been covered by such a policy taking account of the requirements set out in clause 9.1.

10 UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

10.1 In these booking conditions, where we refer to “unavoidable and extraordinary circumstances”, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

12.2 This may cover for example an outbreak of war or other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.

11 COMPLAINTS AND PROBLEMS

11.1 In the unlikely event that you have any reason to complain or may have a basis for making a claim in respect of any aspect of your holiday arrangements whilst away, you must follow the complaints procedure set out in the principal’s booking conditions. You may also be provided with details of this procedure separately. The procedure set out in this clause sets out the basic requirements only.

11.2 In the event you are unhappy with any aspect of your holiday arrangements or anything happens (or doesn't happen) which may result in your making a claim, you must notify the principal and the operator as soon as possible during your holiday. It is only if you do this that the supplier/operator will have the opportunity to put matters right whilst you're still on holiday.

11.3 If the issue is not resolved to your satisfaction within a reasonable period of time (taking account of its nature and seriousness) locally or if the issue is a significant one, you may be expected to make contact with the principal's UK office during your holiday, and you can also contact us using the contact details in our booking confirmation.

11.4 If your complaint relates to a package organised by us, and you have a complaint or claim that you wish to pursue, please write to us within 28 days of your return to the United Kingdom. Your complaint or claim will be investigated, and a full reply sent to you as soon as possible.

11.5 Where your booking is with a principal, we will pass your complaint on to the principal. Since we act as an agent on behalf of the principal, we are not responsible to you for any refunds or compensation payments and nor can these be made without the principal's authorisation.

11.6 Please note that if you fail to follow the principal's complaints procedure, they are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

12 BEHAVIOUR

12.1 When you book, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made to the principal or the operator or other supplier, as appropriate, as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made in connection with any such damage or loss and all costs incurred by the principal or the operator or other supplier (including legal costs) as a result of your actions. We strongly recommend you have appropriate travel insurance to protect you against such liabilities.

12.2 We expect all guests to have consideration for other people. If in the reasonable opinion of the principal or the operator or any other person in authority, any guest behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party (such as other guests) or damage to property, the operator or principal is entitled, without prior notice, to terminate the holiday of the guest(s) concerned. In this situation, the guest(s) concerned will be required to leave or cease use of the travel service concerned. We, the principal and the operator will have no further responsibility toward such guest(s) including any return travel arrangements. No refunds will be made and we, the principal and the operator will not pay any expenses or costs incurred as a result of the termination.

13 CONDITIONS OF SUPPLIERS

13.1 Many of the services which make up your holiday are provided by independent suppliers. Such suppliers may be the principal, operator or another contractor. Those suppliers / the operator

provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's / operator's liability to you, usually in accordance with applicable international conventions or EU regulations. Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the principal/operator/supplier concerned.

14 EXCURSIONS, ACTIVITIES AND GENERAL AREA INFORMATION

14.1 Before or after departure on a cruise, you may be provided with information about shore excursions which are available for you to purchase on board the ship. The applicable details of all shore excursions (including departure times) are subject to change and excursions may on occasion be cancelled. Shore excursions are usually capacity controlled on a first come first served basis. Requested excursions may not be available at time of booking. Some shore excursions may be subject to cancellation if a minimum number of participants is not achieved.

14.2 Except where included in the cost of your cruise booking or purchased at the same time as you make your cruise booking ("included shore excursions"), shore excursions do not form part of your cruise only or cruise package and these booking conditions (other than this clause 14, clause 30.5 and clause 30.7) do not apply them. They are arranged and provided by third parties who are wholly independent of us, the principal and the operator. You will have a separate contract with the supplier for any shore excursion(s) you book which are not included shore excursions. Neither we nor the principal nor the operator have any liability in respect of such activities and other arrangements, which we do not recommend or otherwise endorse, or for the acts or defaults of the supplier and/or its employees, agents and contractors.

14.3 We, the principal and the operator do not guarantee accuracy at all times of information given in relation to any shore excursions or about the port/area you are visiting generally or that any particular excursion will take place. Failure to operate/cancellation of any particular shore excursion(s) does not constitute a significant change to your holiday arrangements and does not entitle you to any compensation other than a refund of the cost of the excursion(s) concerned where you have paid. Similarly, any liability we are found to have in relation to any shore excursion is limited to the cost of the particular excursion concerned. Subject to these booking conditions, we do not limit or exclude our liability for death or personal injury arising from our negligence.

14.4 You may also be provided with information about activities and other arrangements which are available for you to book during your holiday. All such activities and arrangements are arranged and provided by third parties who are wholly independent of us, the principal and the operator. You will have a separate contract with the supplier for all such activities and other arrangements. Neither we nor the principal have any liability in respect of such activities and other arrangements, which we do not recommend or otherwise endorse, or for the acts or defaults of the supplier and/or its employees, agents and contractors.

15 PASSPORTS, VISAS AND HEALTH REQUIREMENTS

15.1 You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to

departure) as a result of, but not limited to, COVID-19. You must also keep up to date with this information while you are away.

15.2 It is your responsibility to ensure you check and comply with all passport, visa, health and immigration requirements applicable to your trip. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

15.3 We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

15.4 Please note that in certain circumstances (including but not limited to in the event of any epidemic or pandemic), entry restrictions can be imposed at a destination with little or no notice and which may affect your ability to travel to or enter the destination. You must ensure you have sufficient travel insurance to cover any losses you incur as a result, including cancellation charges, as we will not be liable to you for any losses you incur in these circumstances.

16 DATA PROTECTION

16.1 In order to enable us to process and fulfil your booking, we will ask you to provide us with personal information including, but not limited to, name, address, email address, telephone number, details of group members that are travelling, as well as any special needs, health, medical, mobility or dietary requirements. Tripsmiths Travel Ltd is the data controller of any personal information that you provide to us under the General Data Protection Regulation 2016/679 and the Data Protection Act 2018 where we are the principal. Where another company or entity is the principal, they will be the data controller and we may be the data processor of your personal data.

16.2 For other details of how we may use your personal information and your rights in relation to your personal information, please see our Privacy Policy:
<https://tstours.co.uk/assets/privacy.pdf>.

16.3 In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the Travel Trust Association (TTA) so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection.

17 ACCURACY OF PRICES AND OTHER PUBLISHED DETAILS

17.1 Please note, the published information, photographs and prices may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of such information, photographs and prices at the time of being placed on our website/given to you, regrettably changes and errors do occasionally occur. Unless specifically stated otherwise photographs of accommodation are intended to give a general impression of the accommodation only and will not necessarily be the same as the room(s) you wish to/have booked. You must

therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

18 SAFETY STANDARDS

18.1 Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

19 CRUISE INFORMATION

19.1 For cruises, inclusions may differ per cruise line. All elements are subject to availability at the time of booking. From time to time conventions, conferences, seminars and meetings may be hosted on-board ship which will not affect the overall normal day-to-day operation of the vessel. However, there may be occasions when certain facilities are unavailable to you whilst these events take place.

19.2 It cannot be guaranteed that the vessel(s) will call at every advertised port or follow every part of the itinerary. Itineraries may change from time to time, both before and after the embarkation date and the principal/operator may omit, add and/or substitute any ports, call at additional ports, vary the order of call for ports, change the time of arrival at, departure from or time spent at any port of call, deviate from the advertised itinerary in any way or substitute another vessel.

19.3 You will be issued with an information pack approximately 7 days prior to your embarkation date, either by email or to the address with which we have been provided. This pack will include the details of your arrangements such as: the date and time the vessel departs the port of embarkation; the latest ports of call on the vessel's itinerary and timings; all necessary contact details; on board services, restaurants (please see special requests for any dietary requirements); along with any other information that we believe to be helpful for the enjoyment of your voyage. You should check all tickets and information in the pack very carefully immediately on receipt to ensure they contain the correct transport times. If any embarkation or disembarkation times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Section B – Agency bookings (including cruise only)

Where you have booked a package or travel arrangements organised by a principal, we act as an agent on behalf of the principal, and the additional terms in this Section B apply to your booking (in addition to clause 1 and Section A), as well as the principal’s own terms and conditions.

21 YOUR CONTRACT

21.1 Where you book a package which is organised by a company other than Tripsmiths Travel or a single component which another company has agreed to provide (such as cruise only), your contract will be with that other company (the “principal”) for whom we act as agent.

21.2 Your booking is confirmed when we issue you with a booking confirmation on behalf of the principal, at which point a contract will come into force between you and the principal.

21.3 Any money paid to us in respect of an agency booking covered by a principal’s ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail financially. If the ATOL holder does fail financially, any money held at that time by us or subsequently accepted from the consumer by us, is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the ATOL holder.

22 CHANGES AND CANCELLATIONS

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

22.2 You may cancel your confirmed booking at any time prior to departure. Should you wish to do so, you must contact us in writing, using the contact details at clause 1.2. Such notification will only be effective on receipt by us. Cancellations can only be accepted in accordance with the principal’s terms and conditions and the principal’s cancellation charges will apply. You must also pay us an administration fee of £50 per person.

23 OUR RESPONSIBILITY FOR YOUR BOOKING

23.1 We act as a booking agent on behalf of the principal. As agent, we accept no responsibility for the acts or omissions of the principal or for the package holidays and travel arrangements provided by them.

23.2 Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the travel arrangements and package holidays 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).

23.3 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.

Section C – Bookings where we are principal (packages and single components)

Where you book a package of which we are the organiser (in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018), you will have a contract with Tripsmiths Travel Limited. You will also have a contract with us if you have booked a single component which we have agreed to provide. The following conditions will apply where you have a contract with us in addition to clause 1 and section A. Please note, some of these clauses only apply where your booking is a package.

Where your booking is for a “package holiday”, you will benefit from additional rights under the Package Travel and Linked Travel Arrangements Regulations 2018. 24

THE COST OF YOUR HOLIDAY

24.1 We reserve the right to increase the price of your confirmed holiday if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and (iii) the exchange rates relevant to the package.

24.3 If this means you have to pay an increase of more than 8% of the total price of your holiday then you will have the option of accepting a change to another holiday if we are able to offer one (if this is of a lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us. We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to cancel the booking and provide you with a refund.

24.4 Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday arrangements due to contractual and other protection in place. There will be no change made to the price of your confirmed package holiday within 20 days of your departure nor will refunds be paid during this period.

24.5 If your booking is of a single component, we reserve the right to increase the price and apply a surcharge where the cost of providing that single component increases after confirmation for a reason which is outside our control (for example, as a result of adverse exchange rate variations). In the event that any such price increase is greater than 10% of the cost of the single component, you will be entitled to cancel your booking and receive a full refund. No price increase will be passed on less than 20 days before departure.

25 CHANGES BY YOU & YOUR RIGHT TO TRANSFER YOUR PACKAGE HOLIDAY

25.1 Should you wish to make any changes to your confirmed holiday you may do so as referred to in clause 7.

25.2 If your booking is for a package, we might be able to transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 working days before departure, subject to the following conditions:

- (a) That person is introduced by you and satisfies all the conditions applicable to the package holiday;
- (b) Requests for a transfer must be made to us in writing at least 7 days before the start of the package holiday and must be accompanied by the name and other applicable details of the person who will replace you;
- (c) You pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs (such as those imposed by any suppliers) arising from the transfer; and
- (d) The transferee agrees to these booking conditions.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, you can choose to cancel your booking in accordance with clause 26 below. Otherwise, no refunds will be given for customers not travelling or for unused services.

If your booking is for a single component, we might be able to transfer your booking or your place on the booking to someone else depending on the travel service concerned and the requirements and terms of the operator, and subject to compliance with the above conditions. .

25.3 As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellations affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

26 CANCELLATION BY YOU

26.1 Should you wish to cancel your confirmed holiday you may do so at any time prior to departure. You may also transfer your booking as referred to in clause 25 where applicable.

26.2 If you want to cancel your booking after we have confirmed it, you must do so by e-mail or by posting or hand-delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us. We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken into account of possible cost savings, including the refund of airline passenger duty, and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation). The following cancellation charges apply where the cancelled booking is a package. Different cancellation charges may apply where your booking is of a single component, and these will be notified to you at the time of cancellation.

Please ask if you would like to understand how our cancellation charges are calculated.

Cancellation notice received before trip start date	cancellation charges
112 days or more	Deposit + air cancellation fees (if applicable)
111 – 60 days	50% of holiday price + air cancellation fees (if applicable)
59 days – 30 days	75% of holiday price + air cancellation fees (if applicable)
29 days or less	100% of holiday price

26.3 Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned.

26.4 Where any cancellation reduces the number of full-paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

26.5 We will not make any refunds in respect of any unused element of your holiday, including but not restricted to, accommodation, flights or transfers.

26.6 If at the time of booking, your chosen destination is subject to a FCDO advisory against non-essential travel and you proceed with a booking, you accept that once your booking has been confirmed, if you decide not to travel due to the FCDO advice, you will have to pay our standard cancellation charges as shown in this clause – you are not entitled to cancel and receive a full refund in these circumstances as you confirm that you have made your booking with full knowledge of FCDO advice against non-essential travel.

26.8 You have the right to cancel your confirmed package holiday before departure without paying any cancellation charges in the event of Unavoidable and Extraordinary Circumstances (as defined in clause 10) occurring at the place of destination or its immediate vicinity which significantly affect the performance of the holiday or significantly affect the carriage of passengers to the destination. If you cancel in these circumstances, we shall provide you with a full refund of any monies you have paid for your package holiday, but you will not be entitled to compensation.

Please note that this clause 26.8 doesn't apply to accommodation bookings, or where you have made a booking with full knowledge of a FCDO advisory against travel in accordance with clause 27.7.

27 CHANGES OR CANCELLATION BY US

27.1 Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause. Where your booking is for a single component, please refer to clause 27.9. The rest of this clause only applies to bookings of packages. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 6. Where we have to do so, clauses 27.3 and 27.4 will apply.

27.2 All alterations which are not significant will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton,

Stansted or London City), type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes.

27.3 In the event we have to make a significant change to any of the main characteristics of your confirmed arrangements or where we cannot fulfil any of your special requirements which we have accepted, we will provide you with the following information in writing as soon as possible:

(i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

27.4 If you choose to cancel your booking in accordance with clause 27.3, we will refund all payments you have made to us and terminate your contract with us. We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the proposed change. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to cancel the booking and provide you with a refund.

27.5 Due to the nature of some of our available experiences you may have an expert(s) or guide(s) – i.e. someone partially attached to the tour to assist in guiding and learning and/or to enhance your trip experience. Such expert(s) or guide(s) will not join you for the full duration of the trip unless stated otherwise. Should the expert(s) or guide(s) become unavailable due to unforeseen circumstances beyond our control, the expert(s) or guide(s) may be substituted, and any guide associated elements may be subject to change. Such changes will constitute an insignificant change.

27.6 Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (as defined in clause 10) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 27.3. We endeavour to let you know of any cancellations due to not reaching minimum number of bookings as soon as we reasonable can, but this decision can be made up to 60 days before departure. If you decide to cancel your booking before this time, our standard cancellation terms will apply. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel a booking if you fail to make payment in accordance with these terms.

27.6 Where compensation is due, for example, where we make a significant change, you do not accept the changed arrangements and cancel your booking or if we cancel your booking and no alternative arrangements are available and/or we do not offer one the following scale will be applied:

Period before departure	Compensation per person
More than 60 days	£0
60-22 days	£20
21-15 days	£30
14 – 8 days	£40
7 days or less	£50

Please note that we will not pay you compensation where we have to cancel your package as a result of:

- (i) your failure to make full payment on time;
- (ii) where the change or cancellation arises out of changes to the confirmed booking requested by you; or
- (iii) where we are forced to cancel or change your package due to unavoidable and extraordinary circumstances (as defined in clause 10).

27.9 Where your booking is for a single component, we reserve the right to cancel or change this where the need arises. Where your booking is cancelled or is affected by a significant change, we will offer you the choice of a full refund or booking alternative arrangements (subject to availability and the applicable cost of the alternative arrangements).

28 FINANCIAL PROTECTION

28.1 Non-flight travel arrangements: Tripsmiths Travel Ltd is a member of the Travel Trust Association (membership number: X7887). The Travel Trust Association provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Tripsmiths Travel Ltd, and in the event of our insolvency, protection is provided for non-flight travel arrangements. The Travel Trust Association cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad.

28.3 You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

30 OUR LIABILITY

30.1 Where you enter into a contract with us for the purchase of a single component, our responsibility under that contract is to use our reasonable skill and care in selecting the operator and, if applicable, other supplier(s) who performs the travel service(s) concerned. Providing we have done so, we will not be liable for actual performance of the travel service(s) or for the act(s) or defaults of the operator or other supplier(s). In addition, clauses 30.3 to 30.7 apply to your contract.

30.2 We will accept responsibility for your Package Holiday as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out in this clause 30. This means that we are responsible for the proper provision of the travel services included in your package holiday, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services and we don’t remedy or resolve your complaint within

a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package holiday. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these booking conditions and the extent to which our or our employees' or suppliers' negligence affected the overall enjoyment of your package holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

30.3 We will not be responsible, and you will not be entitled to any compensation, for any injury, illness, death, loss (including without limitation loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following:

- (a) the act(s) and/or omission(s) of the person(s) affected; or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- (c) unavoidable and extraordinary circumstances as defined in clause 10 above

30.4 Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which the operator or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract.

30.5 We do not accept responsibility for (i) any damage, loss, expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not reasonably have foreseen you would suffer or incur if we breached our contract with you, or which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers; and (ii) any expenses or losses that relate to or arise from any business (including without limitation, self-employed loss of earnings), or any indirect or consequential loss of any kind.

30.6 Our liability is limited in accordance with clauses 30.6 and 30.7. Subject to clauses 30.6 and 30.7 and as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury and death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is up to three times the total cost of your holiday (excluding any insurance premiums or amendment/cancellation charges) paid by or on behalf of the person(s) affected in total if you have purchased a package or twice the total cost of the single component (excluding any insurance premiums or amendment/cancellation charges) paid by or on behalf of the person(s) affected in total.

30.7 Where any claim or part of a claim (including those involving death or personal injury) concerns or arises from any flight arrangements (including without limitation, the process of getting on and/or off the aircraft concerned) to which any international convention or EU regulation applies where we have arranged the flight as part of our contract (whether or not as part of a flight inclusive package), our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we

were the carrier in question as set out in this clause 30.7). The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most we or the carrier concerned would have to pay under the international convention or EU regulation which applies to the flight or claim in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air). Where we or the carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation), we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we will deduct any amount which you have received or are entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline and for the commencement of proceedings in respect of any claim.

EC Regulation 392/2009 on the liability of carriers of passengers in the event of accidents (“Regulation”) incorporates, implements and extends certain provisions of the Athens Convention. References in these booking conditions to the Athens Convention mean those provisions of the Athens Convention which the Regulation incorporates, implements and extends unless the context otherwise requires. The Regulation and the Athens Convention apply to international carriage as defined by the Athens Convention. The Regulation and the Athens Convention apply to your cruise as well as the process of getting on or off the ship concerned (“course of carriage”).

The Regulation and the Athens Convention covers the liability of the carrier in respect of passengers, their luggage and their vehicles as well as mobility equipment, in the event of accidents during the course of carriage. It does not affect the right of carriers to limit their liability for accidents in accordance with the International Convention on Limitation of Liability for Maritime Claims of 1976, as amended by the 1996 Protocol in its up to date form. If we are found to have any liability to you for any claim arising during the course of carriage, we are entitled to the benefit of all defences, limitations, exclusions and other provisions available to the carrier under the Regulation and the Athens Convention where applicable. This includes claims involving death or personal injury or loss of or damage to luggage or any mobility equipment or other specific equipment used by a guest with reduced mobility (“mobility equipment”). This means you are not entitled to make any claim against us which arises in the course of carriage which is not expressly permitted by the Regulation and the Athens Convention or which is in excess of the limits provided by the Regulation and the Athens Convention where applicable. Any claims covered by the Regulation and the Athens Convention must be made within the time limits set out in the Athens Convention.

Any proceedings must be issued within the maximum time limit specified by the Athens Convention. For further information on the Athens Convention and the Regulation, please also see the operator’s booking conditions.

31 PROMPT ASSISTANCE

31.1 In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable.

Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

31.2 Where it is impossible for you to return to your departure point as per the agreed return date of your package holiday due to unavoidable and extraordinary circumstances (as defined in clause 10), we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period of up to three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your package holiday.

32 FLIGHTS

32.1 In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/modes/air/safety/air-ban_en

32.2 We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

32.3 If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

32.4 Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must check your tickets very carefully immediately on receipt to ensure you have the correct flight times and other up to date travel information. It is possible that flight times may be changed even after tickets have been despatched. We will contact you as soon as possible if this occurs.

32.5 Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

33 DELAY AND DENIED BOARDING REGULATIONS

33.1 In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any

delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

33.2 We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc.

33.3 If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/passengers/resolving-travel-problems for further details.

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