osprey holidays

EUROPEAN & UK SHORT BREAKS 2020-2021

BOOKING CONDITIONS & IMPORTANT INFORMATION

Brochure Pricing

Our brochure prices are meant as a guide only to help illustrate approximate pricing. They are based on a two nights stay in low season with two adults sharing a room and include return flights from a London airport or, for some destinations, Eurostar. Prices for some of our UK destinations are hotel only with the option to add travel by rail or flights at an additional cost. Prices are subject to availability.

Booking Conditions and Important Information

We are Osprey Holidays Ltd. ("We", "us" and "our") of 21 Logie Mill, Edinburgh EH7 4HG. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and 'arrangements' are all the holiday and other arrangements detailed on your confirmation (including any additions or amendments).

Please take time to read these Booking Conditions and any booking confirmations and other documentation as they form the basis of your contract with us for the travel arrangements making up your booking. By making a booking, you agree to be bound by it. If you require any clarification, please just call us on 0131 243 8098.

Validity

The holidays covered by these booking conditions operate within 1 May 2020 to 31 December 2021.

Key Terms

The Key Terms of our agreement are: **(1)** You will enter into a binding contract with us when we issue our confirmation invoice. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but a er you've paid the balance of the price of your arrangements, these charges could increase up to 100% of the cost of them; **(2)** You can make changes to your confirmed arrangements in certain circumstances. We will make a charge for processing these changes; **(3)** We may make changes to and cancel your confirmed arrangements but we will provide suitable alternatives and pay you compensation in certain circumstances if we do so; **(4)** We are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.

Changes to Price, Brochure and Website Details

We reserve the right to make changes to and correct errors in advertised prices and other information at any time before your holiday is confirmed. We'll advise you of any error of which we are aware and then the applicable price at the time of booking. You must therefore check all details of your chosen holiday (including the price) with us at the time of booking. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in the clause bearing that title.

Deposits

For flight inclusive bookings £100 per person and accommodation only £75 per person. Deposit amounts will be higher if we make non-refundable commitments for you at time of booking. Don't worry, we'll tell you in good time if this is the case. Please also see the section 'Cancellation by you'.

Payment

The balance of your holiday cost must reach us no later than 10 weeks before departure or in the case of bookings made within ten weeks of departure full payment must be made at the time of booking. If we do not receive all payments due in full and on time, we are entitled to treat your booking as cancelled by you and will be entitled to keep all deposits paid at that date. If we do not treat your holiday as cancelled straight away because you have promised to make payment, you must pay the cancellation charges detailed below depending on the date we reasonably treat your booking as cancelled. Any money paid to an authorised agent of ours in respect of a booking including flights is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for as long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

The price you pay

We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed holidays e price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; or **(b)** the level of taxes or fees on your confirmed arrangements 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. Price variations will be calculated by applying the cost differential we experience as a result of the above factors.

Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart.

If your arrangements are a package, and if that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in 'amendments and cancellations by us'. In respect of packages we will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your arrangements, which excludes insurance premiums and any amendment charges. If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due. Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

Your contract

A binding contract between us comes into existence when we issue our holiday booking confirmation to the party leader or your travel agent. This contract and all matters arising out of it are governed by Scottish law. If you live in England, Wales or Northern Ireland, proceedings may be brought in the Courts of your home country and in this event, you may choose to have your contract governed by the law of England or Wales/Northern Ireland as applicable. In all cases, any dispute, claim or other matter which arises out of or in connection with this contract or your holiday may be dealt with under the ABTA Arbitration Scheme (see below).

Special requests

Special requests relating to your arrangements must be advised to us at the time of booking and confirmed to us in writing. We cannot guarantee that they will be fulfilled. Special requests that have been noted on your confirmation or any other documentation do not amount to a promise to meet that request. A failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

Disabilities and medical problems

If you or any member of your party has any medical problem or disability which may affect your chosen arrangements, please provide us with full details before we confirm your booking so that we can try to advise you as to their suitability for you. We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.

Amendments and cancellations by us

Where we refer to a 'price reduction' in this clause and in the clause headed 'Our Responsibility', we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of the clause headed.

'Our Responsibility'

We reserve the right to change or cancel your booking (but we will not cancel a er you have paid the balance of the cost of your arrangements unless there are unavoidable or extraordinary circumstances, or where you have failed to pay the final balance when due).

Changes and cancellations before departure

Most changes will be insignificant and we reserve the right to make them. We will have no other responsibilities to you in respect of any insignificant changes.

Examples of "insignificant changes" made before departure include: a change of outward departure time or overall length of your arrangements of twelve hours or less; a change of accommodation to another of the same standard or classification.

Occasionally we may have to make a significant change to your confirmed arrangements and we reserve the right to do so. A significant change is one where we significantly alter any essential element of your arrangements (other than the price) owing to circumstances beyond our control. Examples of "significant changes" made before departure include: a change of accommodation area for the whole or a significant part of your time away; a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away; a change of outward departure time or overall length of your arrangements of twelve hours or more; a significant change to your itinerary, missing out one or more destination entirely; where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements; where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options: **(i)** (for significant changes) agreeing to the changed arrangements; **(ii)** accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or **(iii)** accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Subject to the exceptions detailed below and where your arrangements are a package, we will where appropriate, pay you the compensation set out below, subject to the limitations and exclusions in section B of the clause headed 'Our Responsibility'.

Compensation before departure per adult based on the period of notification is as follows:
more than 8 weeks = Nil;
within 8 weeks = £20;
within 6 weeks = £30;
within 4 weeks = £40;
within 2 weeks = £50.

We will not pay you compensation where: **(i)** we make a significant change or cancel before you have paid the final balance of the cost of your arrangements; **(ii)** we make a significant change or cancel as a result of unavoidable or extraordinary circumstances as set out in the clause bearing that title; **(iii)** we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where: **(i)** we make an insignificant change; **(ii)** we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms); **(iii)** where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Cancellation by you

Should you decide to alter your booking after our confirmation has been issued we'll do our best to accommodate you. If your arrangements are a package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Cancellation by you (continued)

For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after flights have been held for any reason, these charges are likely to be the full cost of the flight. The names on your holiday booking confirmation must bear the same title, first name and surname as your passport. If you alter your arrangements after you depart from the UK, then you may have to pay additional costs locally.

If you cancel your booking prior to departure then the following charges will apply:
70 or more days = loss of deposit;
From 69 to 43 days = loss of deposit + 35% of holiday balance;
From 42 to 31 days = loss of deposit + 50% of holiday balance;
From 30 to 22 days = loss of deposit + 75% of holiday balance;
From 21 days or less = 100% of holiday cost.

We reserve the right to treat your holiday as cancelled at 100% cancellation cost if you do not show for the commencement of your holiday. I.e. a 'no-show' for your flight or the first element of your itinerary booked with us.

If we need to apply different cancellation terms from the above to your booking we will inform you in advance of booking and in writing. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges. Amendment fees are not refundable in the event of the person(s) to whom they apply cancelling. Notice of cancellation must be received in writing and will be effective when it is received by us. Clients are strongly recommended to take out travel insurance offering protection against cancellation.

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

Complaints and disputes

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the supplier of the service(s) in question, or Osprey Holidays. You should then follow up any complaint in writing to us within 28 days of your return to the UK. Your rights may be harmed if complaints are not notified entirely in accordance with this clause.

We are a Member of ABTA, membership number V3690. 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. You can also access the European Commission Online Dispute Resolution platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

Unavoidable and extraordinary circumstances – Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. ese events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, virus outbreak and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances which directly prevent you from doing so. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission.

Our responsibility

A. Our responsibilities differ according to what you have booked

In relation to bookings of Packages We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause.

In relation to all other bookings In respect of non-package bookings, we have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers using reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

Please note in relation to all bookings: it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us, and; it is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it.

B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from: **(a)** the act(s) and/or omission(s) of the person(s) affected; **(b)** the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or **(c)** unavoidable and extraordinary circumstances as set out in the clause bearing that title.

We will not be responsible, make a price reduction or pay compensation: **(a)** for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you. **(b)** for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to): **(a)** whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. **(b)** the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements. **(c)** deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

Claims covered by an international convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. e extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law, the maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) the price paid by or on behalf of the person(s) affected in total. is maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

Covid-19 - Hotel & Accommodation Facilities, Tours, Excursions & Events

We will endeavour to inform you in advance if your chosen hotel or accommodation is required to limit access to its facilities because of regulations around Covid-19. This could, for example, relate to swimming pool or spa access, bar or restaurant openings or sittings and any onsite services or facilities (the list here is not exhaustive). There may also be changes and limitations to booked tours, excursions and events because of social distancing or other restrictions related to Covid-19. We may not be able to inform you in advance of any changes, so by booking with us you accept that all advertised hotel amenities and facilities might not be available at the time of your stay. In addition, by making a booking with us you accept there could be changes to tours, excursions and events that might mean they are unable to run as they would have pre-Covid 19.

Insurance

We strongly advise you have adequate travel insurance at the time of booking. Under no circumstances should you travel without comprehensive travel insurance cover. We are not permitted to recommend a policy, however we can introduce you to a broker - MPI Brokers. e policy offered by MPI Brokers meets our booking conditions on insurance. To obtain a quote by phone please call MPI Brokers on 0845 180 0055 and mention Osprey Holidays who are an introducer of Michael Pettifer Insurance Brokers Limited t/a MPI Brokers, who are authorized and regulated by the Financial Services Authority. Osprey Holidays does not advise on any insurance products.

Visas

It is the responsibility of all persons in every booking to ensure they have the correct visa for the destination they are travelling to and their nationality. Osprey Holidays cannot be held responsible for any issues which arise from passengers not obtaining the correct visas.

Passports

British Citizens need a valid full 10 year machine-readable passport. Children must have their own passport. Osprey Holidays cannot be held responsible for any issues which arise from passengers not having the correct passports.

Your behaviour

If in our opinion or in the opinion of any person in authority, your behaviour is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

Data Protection statement

We have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements who may be outside the EEA. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. We'll only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, then we'll be unable to provide your booking). In making this booking, you consent to this information being passed on to the relevant person. Full details of our data protection policy are available upon request.

Your financial protection

(1) We provide financial protection for our flight inclusive package holidays, by way of our Air Travel Organiser's Licence number 0749. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able 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 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.

(2) We provide financial protection for our non-flight inclusive package holidays by way of an ABTA bond held by Hiscox.