

## **Ocean Holidays Booking conditions for Trade Package Holiday Bookings**

### **1. General**

- 1.1. Ocean Holiday Limited (Company No. 08573713), whose registered address is at North House, St. Edwards Way, Romford, Essex, RM1 3AE.
- 1.2. By making a booking, you agree that you have read these booking conditions and you have the authority to and do agree to be bound by them. No other terms, representations, information or advice given in writing or orally will form part of this contract.
- 1.3. You must advise your Clients of all relevant information relating to the Travel Arrangements made with Ocean Holidays prior a booking being made. You must also advise your Clients prior to making the booking in question that the booking is subject to the terms of condition of Ocean Holidays and that by making the booking the Client will be deemed to have accepted those booking conditions.
- 1.4. In addition to being bound by our booking conditions your Client will also be bound by the terms and conditions of the suppliers we choose to facilitate the Travel Arrangements, such terms and conditions are available on request.
- 1.5. We will only accept bookings if the lead name is over 18 years of age.
- 1.6. We are an Accredited Body Member of HTOL, ATOL 10531. This means that HTOL allow us to trade under their ATOL in accordance with the terms of Accredited Body membership. We sell travel services on behalf of HTOL and benefit from HTOL's membership of ABTA with membership numbers Y6833/Y6834. HTOL are registered in England and Wales with company number 03591401, which has its registered office address at Gilbridge House, Keel Square, Sunderland SR1 3HA, United Kingdom.
- 1.7. We will provide the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide the services purchased 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).
- 1.8. 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. Trade Customer's liability

- 2.1. The Trade Customer agrees to indemnify, defend at its own expense and hold harmless Ocean Holidays from any and all liabilities, costs, expenses, damages and losses (including, but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising directly or indirectly from the Trade Customer's breach or negligent performance or nonperformance of this Agreement, or any breach of tort (including but not limited to negligence), or any claims arising out of the Bookings and/or any customer claims (including but not limited to claims for death or personal injury), or any negligent performance or non-performance on the part of the property management companies.
- 2.2. The Trade Customer shall maintain adequate public liability/tour operators' liability insurance for the duration of this Agreement. Ocean Holidays reserves the right to request a copy of the insurances held by the Trade Customer at any time during the period of this Agreement.

## 3. Ocean Holidays' liability

- 3.1. If, in Ocean Holidays' opinion, the Trade Customer has provided sufficient proof to demonstrate that Ocean Holidays has failed to book the Travel Arrangements correctly, Ocean Holidays shall assist the Trade Customer to rectify the error and may pay compensation. Any compensation payable will be determined by Ocean Holidays on a case by case basis and will be limited to £5,000.
- 3.2. Ocean Holidays will not be responsible: -
  - a) where the Travel Arrangements cannot be provided or cannot be provided as described due to circumstances beyond Ocean Holidays';
  - b) for unforeseeable or consequential losses;
  - c) for any information about the Travel Arrangements that Ocean Holidays passes on to the Trade Customer in good faith which the Trade Customer fails to act upon or advise their Client.

## 4. Amendments and Cancellations made by Ocean Holidays

- 4.1. If Ocean Holidays makes a major change or cancels the Travel Arrangements provided and there is sufficient time to do so prior to the commencement of the Travel Arrangements, Ocean Holidays will offer the choice of:
  - i) accepting the alternative Travel Arrangement presented; or
  - ii) receiving a refund of all monies paid in respect of the changed or cancelled Travel Arrangement; or
  - iii) accepting an offer of alternative Travel Arrangements of a standard comparable to the Travel Arrangements booked, if available.
- 4.2. For the avoidance of doubt, "major changes" are described as changes made prior to the commencement of the Travel Arrangements in the following circumstances. All other changes will be considered "minor changes":

- i) a change of accommodation area for the whole or a significant part of the duration of the Travel Arrangements occurs; and/or
- ii) a change of accommodation to that of a lower standard or classification for the whole or a significant part of the duration of the Travel Arrangements occurs.

See also Schedule 1 – schedule change policy

- 4.3. The above sets out the maximum extent of Ocean Holidays' liability for changes and cancellations. Ocean Holidays cannot meet any claims for expenses or losses incurred as a result of any change or cancellation.
- 4.4. Where Ocean Holidays notifies a Trade Customer about an amendment to Travel Arrangements, the Trade Customer must immediately inform the lead Client of the amendment. The Trade Customer agrees to ensure that any instruction given by Ocean Holidays is provided to the lead Client.
- 4.5. As we arrange and plan your holiday many months in advance, we may have to make changes to your booking both before and after your booking has been confirmed.
- 4.6. Most changes are minor, but from time to time we may have to make a major change to your Clients booking.

## 5. Amendments and Cancellations made by Trade Customer

- 5.1. Ocean Holidays will only act upon any cancellation and/or amendment requests made by Trade Customers, subject to such requests being made in writing.
- 5.2. All amendments remain subject to availability and charge.
- 5.3. Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge up to 100% of that part of the arrangements. In some cases any changes made may mean having to pay for the cancelled arrangements and purchasing new ones at full cost.
- 5.4. No changes between one season to another will be permitted; i.e. you cannot change from 2021 to 2022 or from winter to summer or from low season to high season. Any amendments of this nature will entail cancelling the Travel Arrangements and re-booking a new Travel Arrangements.
- 5.5. Deposits paid may not be transferred to another destination or special offer once the booking has been confirmed. Should Travel Arrangements be cancelled, standard cancellation charges will apply.
- 5.6. Flights are non-refundable once tickets have been issued.
- 5.7. If a request to cancel passengers of a booking is made in addition to paying the applicable cancellation charges we will recalculate the holiday cost for the remaining travellers as additional charges may be payable.
- 5.8. If an element of the booked Travel Arrangements is cancelled before the full balance is paid the deposit will not be refunded and will not be used to cover the outstanding balance. Certain arrangements may not be cancelled after they have been

confirmed and any cancellation could incur a cancellation charge of upto 100% of that part of the arrangements.

## 6. Force Majeure/Changes Beyond our control

We will not pay compensation if we have to cancel or change Travel Arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial action, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and the closure of UK airspace including but not limited to the inability of airline(s) to operate flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace).

## 7. Pricing and Payment terms

- 7.1. Both parties agree that the services provided by Ocean Holidays to the Trade Customer will be subject to pricing in accordance with the rates agreed during the booking process.
- 7.2. All pricing is reflected in GBP unless otherwise specifically denoted. Unless otherwise stated, prices include all government levies and airport taxes as at the date of publication. Dates, itineraries and prices are indicative only. Prices are valid for travel for the date ranges shown.
- 7.3. Payment is required to be paid to Ocean Holidays on a monthly basis. Upon receipt of any invoice payment is required within 10 days. Full payment terms are detailed in your agency agreement.
- 7.4. Where payment is made by the Trade Customer to Ocean Holidays the Trade Customer will be liable to pay any bank charges or fees linked to the payment.
- 7.5. In the event of late payment Ocean Holidays reserves the right to cancel the Travel Arrangements in question.
- 7.6. If the balance is not paid in time we reserve the right to retain the deposit paid.
- 7.7. On some occasions we may need to take the full payment for the flights due to a special fares, this payment then becomes non changeable and non-refundable. You will be informed of any non-changeable and/or non-refundable parts of your booking prior to completing the booking process.
- 7.8. Resort fees – it is now common place for hotels and similar to charge resort fees which can only be paid locally and not at the point of booking with Ocean Holidays. We will do our best to inform you of any resort fee your Client may have to pay, but accept no responsibility for the payment of resort fees. If you are unclear as to whether resort fees will be payable please ask your agent and we will do our best to advise you
- 7.9. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your holiday

may change after you have booked. However, there will be no change within 30 days of your departure.

You will not be charged for any increase equivalent to 2% of the holiday price, which includes insurance premiums and any amendments charges.

You will be charged for the amount over and above that, plus an administration charge of £50 per person.

If this means that you have to pay an increase of more than 10% of the holiday price, you will have the following options:

- i) Accepting the changed arrangements or
- ii) Purchasing alternative arrangements from us, of similar standard to those originally booked if available (if there is an increase in cost from the original booking you will be liable for this cost; if there is a reduction in cost, we will refund the difference to you) or
- iii) Accepting the cancellation, in which case you will receive a refund in full of all monies you have paid to us except for any amendment charges or
- iv) Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday price, then any refund due will be paid to you.

## 8. Travel Requirements

8.1. The Trade Partner accepts responsibility for the following:

- a) You must ensure that your Clients have valid passports and appropriate visas.
- b) It is mandatory for anyone transferring through the US under the Visa Waiver Programme, to obtain approval to travel no later than 72 hours prior to travel by completing an online process ESTA (Electronic System for Travel Authorisation) scheme. The cost of an ESTA is currently approximately \$14 per person and can be obtained by visiting <https://esta.cbp.dhs.gov> or visit the Visit USA website at [www.visitusa.org.uk](http://www.visitusa.org.uk) where further information on the scheme and up to date fee can be found. Once completed and approved the ESTA application is valid for 2 years and allows multiple visits without the need to re-apply. Travellers can apply for an ESTA even if they have no firm plans to travel to the US. Failure to obtain an ESTA could result in the passenger being denied boarding by the airline.

## 9. Flights

- 9.1. Occasionally flight operators change the flight times and for that reason it is important that your Clients confirm your flight times two days prior to departure.
- 9.2. For inbound flights, it may be necessary for your Clients to reconfirm their flight with the airline.
- 9.3. We cannot accept responsibility in the event that your Clients miss their flight if they do not confirm their flight times as described above.

- 9.4. We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings, which will be used in connection with your Clients flight. Where we are only able to detail 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. The carrier (s), flight timings and type of aircraft shown on this site and on the ATOL receipt are for guidance only and are subject to alteration and confirmation. It is possible that flight times may be changed even after the tickets have been dispatched, we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle your Client to cancel or change to other arrangements without paying our normal charges.
- 9.5. Please note that in accordance with Air Navigation Orders, in order to qualify as an infant status, a child must be 2 years and under on the day of his/her return flight.
- 9.6. Flight reference numbers will be made available 12 weeks prior to departure and upon the payment of any outstanding balance.

#### 10. Special Requests/Medical Problems

- 10.1. The Trade Customer accepts that 'special requests' are not guaranteed and therefore must inform their Clients that a request cannot be guaranteed and remains subject to availability.
- 10.2. All 'special requests' must be made in writing to Ocean Holidays in a prompt manner and must be accurately detailed.
- 10.3. Failure to meet any special requests will not be a breach of contract on our part unless the request has been specifically confirmed.

#### 11. Errors and Omissions

- 11.1. Whilst every effort is made to ensure pricing and product descriptions is accurate there may be occasions where errors or omissions occur. Upon notification we will do our best to correct such errors and omissions as quickly as possible.
- 11.2. Where price differences occur we reserve the right to cancel the booking with a full refund, offer the booking at the correct price or offer a suitable alternative.
- 11.3. In the event that any errors or omissions are made by the Trade Customer or its Clients, the Trade Customer is required to immediately notify Ocean Holidays in writing within 24 hours of the error being made. Ocean Holidays will attempt to make the necessary amendments to the Travel Arrangements which shall remain subject to availability and cannot be guaranteed.
- 11.4. Any amendments to Travel Arrangements where an error or omission has occurred will be subject to charge.

#### 12. Insurance

It is a condition of travel on our holidays that all travelers are adequately covered by travel insurance prior to departure. Insurance should cover personal accident and medical expenses, evacuation and repatriation, baggage loss, and cancellation or curtailment of holiday.

### 13. In Resort Issues and Complaints Process

- 13.1. In the event of any problems in resort the Client of the Agent is required to bring the matter to the attention of Ocean Holidays via [uscustomerservice@ocean-holidays.co.uk](mailto:uscustomerservice@ocean-holidays.co.uk) and to report the matter locally to the relevant service provider in an attempt to resolve the matter in the first instance.
- 13.2. If the problem in resort is not resolved locally, the Client of the Agent is required to put their complaint in writing to the Agent with all supporting evidence which the Agent will forward to Ocean Holidays. Upon receipt of the complaint, Ocean Holidays will investigate the issue and formally respond to the Agent.
- 13.3. The Agent will be required to pass the formal comments of Ocean Holidays on to their Client and make every effort to ensure the complaint is closed to the mutual benefit of the Agent and Ocean Holidays.
- 13.4. All complaints should be received within 28 days of the Agents Client's departure from resort. Failure to notify Ocean Holidays in this time period may invalidate any complaint made thereafter.
- 13.5. In the event that a Agents Client fails to contact the Ocean Holidays in resort we reserve the right to refuse the complaint and will not accept any liability for the complaint in view of the Client's failure to provide Ocean Holidays with the opportunity to rectify any complaints during their stay.

### 14. Behaviour

- 14.1. If your Clients are prevented from utilising their aircraft seat and/booked accommodation as a result of their behaviour, or they are deemed unfit for travel or likely to cause disturbances or discomfort to other persons whether due to alcohol consumption, misuse of drugs or general misbehaviour, we will be entitled to terminate the holiday of the person(s) concerned. Full cancellation charges will apply (if applicable) and any extra costs incurred in making alternative arrangements will be payable by your Client.
- 14.2. For the avoidance of doubt, where the person(s) concerned are required to leave the accommodation we will have no further responsibility to them including any Travel Arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.
- 14.3. Your Client will be responsible for making full payment for any damage or loss caused by your Client or any member of your Clients party during their time away. Payment must be paid direct at the time to the service supplier concerned failing which, your Client will be responsible for meeting any claims subsequently made against us (together with our own and the other party's legal costs) as a result of your Clients actions.

### 15. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



## **Schedule 1**

### **Flight Specific Information**

#### Amendments Permitted:

- The following amendments are permitted up to 16 weeks prior to departure:
  - Name changes
  - Date changes
  - Add on passenger

### **Schedule Change Policy**

#### Major Change – Will have the option to Cancel FOC with Full refund:

- More than 12hrs
- Itinerary Change
- Change in UK Airport (more than 90 miles / 90 Mins)
- Change in destination Airport (more than 90 miles / 90 Mins)

#### Minor Change:

- Less than 12 hrs
- Routing change (Direct to In-direct)
- Change in UK Airport (LGW to LHR or LHR to LGW / GLA to EDI or EDI to GLA)
- Aircraft change
- Carrier Change
- Loss of pre booked seats / access to miles