

# TERMS AND CONDITIONS

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Hemisphere Travel Group Ltd of 5 East St Helen Street, Abingdon, OX14 5EG, is a limited company registered in England under company number 09324199. We are a travel agent and tour operator (as defined below).

We act as a Travel Agent when we facilitate bookings with UK companies (“ Principals “) that provide or arrange travel products. For many bookings including travel services for villas, private yachts and hotels, then the principals or supplier(s) Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking.

We act as a Tour Operator when we book directly with accommodation, transport or tour suppliers (“ Suppliers “) in the UK or abroad that form a package.

Where we refer to “ Package “ in these Booking Conditions, we refer to a package“ within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 (the “Package Travel Regulations “). In general terms, a Package Holiday is a combination of at least two of the following travel services:

- (a) public transport (such as flights, ferries, train and coach journeys);
- (b) accommodation;
- (c) motor vehicle hire; and
- (d) other tourist service(s) which are not intrinsically a part of (a) – (c).

If the combination is of (d) and only one of (a) and (c), then a Package Holiday will only be formed if (d) either:

- (i) forms an essential part of the booking; or
- (ii) accounts for a significant proportion (at least 25%) of the total value of the booking.

## TOUR OPERATOR TERMS

When we act in the capacity of Tour Operator , any booking is subject to Hemisphere Travel Group terms and conditions herein. A binding contract between us comes into existence when we have received your deposit. The price payable by you for your holiday and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

In order to confirm your chosen holiday, a deposit of the amount advised (or full payment depending on the date of departure) must be paid at the time of booking. The balance of the holiday cost must be received by us not less than 8 weeks prior to departure, unless stated otherwise on the confirmation invoice. This date will be shown on the confirmation invoice. Hemisphere Travel Group are under no obligation to remind you of this date. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you

have promised to make payment, you must pay the cancellation charges shown below depending on the date we reasonably treat your booking as cancelled.

Tour Operator cancellation charges unless otherwise stated on the confirmation invoice.

If you wish to cancel your holiday at any time, then the following cancellation charges will apply:

Period between notification of cancellation and departure date and amount of cancellation charge:

More than 60 days Amount of deposit paid:

Less than 60 days The higher of the deposit paid or the relevant sum as below:

60 - 43 days 40% of holiday price plus amendment charges paid

42 - 28 days 60% of holiday price plus amendment charges paid

27 - 14 days 75% of holiday price plus amendment charges paid

13 -- 0 days 100% of holiday price plus amendment charges paid

We strongly recommend that you take our insurance to cover the cost of having to cancel your holiday for reasons outside of your control (insurance section).

## **CHANGE OR CANCELLATION BY HEMISPHERE TRAVEL GROUP**

If circumstances mean that we are required to change or cancel a substantial part of your holiday we will endeavour to find a suitable alternative. If you are not satisfied with the alternatives we have suggested then you shall be entitled to a full refund. For the purposes of this clause a substantial part shall mean price (an increase of more than 10% of the price advertised on booking), destination, level of accommodation, departure airport (with the exception of Heathrow and Gatwick which are deemed interchangeable).

## **TOUR OPERATOR LIABILITY**

Hemisphere Travel Group will have no liability to pay compensation to you for any failure to properly perform the holiday contract, where the failure is:

- Attributable to a third party unconnected with the provision of the holiday services
- Attributable to unforeseeable circumstances beyond Hemisphere Travel Groups control the consequences of which could not have been avoided even if all due care had been exercised

Examples of such circumstances include but are not limited to actions of governments or other state bodies, unavoidable technical problems with transport, machinery or equipment, power failure, natural or human disaster, avalanche, fire, adverse weather conditions or levels of water in rivers, or that any of the above are threatened. Hemisphere Travel Group liability to pay compensation shall be limited to the price of the holiday.

## **PRICE**

Hemisphere Travel Group will endeavour not to levy any price increases once the holiday is confirmed, however in exceptional circumstances it reserves the right to add surcharges if the costs of the holiday increase due to circumstances outside of Hemisphere Travel Group or its suppliers control. Examples of such circumstance include but are not limited to fuel prices increases, exchange rate changes and tax introductions or increases.

## **INSURANCE**

Adequate and appropriate travel insurance is strongly advised. Please ensure you purchase this at the time of, or as soon as possible after, booking so you are protected against the risk of having to cancel your holiday for reasons outside your control. Please read your policy details carefully and take them with you on holiday. It is *your responsibility* to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## **TRAVEL AGENT TERMS**

As a Travel Agent when making your booking we will arrange for you to enter into a contract with the Principal(s) named on your receipt(s). We can book you a package holiday, in which case you will have one contract with the Principal, or we can book the services that make up your holiday with different Principals, in which case you will have separate contracts with each of them. The Principals Terms & Conditions (including their cancellation charges) will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. A binding contract between you and the Principal will come into existence once we have received a signed booking form or payment of the deposit sum shown on the invoice. As an agent we accept no responsibility for the acts or omissions of Principal(s) or for the services provided by them.

## **FINANCIAL PROTECTION**

Hemisphere Travel Group Ltd is a member of the Travel Trust Association (Q3174), and in the unlikely event of the company 's insolvency clients would be reimbursed by the TTA. All client monies are paid into a trust account, which is supervised by an appointed trustee who is either a banker, chartered or certified accountant or a solicitor. Both Hemisphere Travel Group and the trustee are required to authorise payments from the trust account.

Hemisphere Travel Group Ltd hold an Air Travel Organisers Licence issued by the Civil Aviation Authority (ATOL number T7550). When you buy an ATOL protected air inclusive holiday or flight, from us you will receive a confirmation invoice and ATOL certificate from us. For holidays that are not ATOL protected, for example if no flights have been provided by us, then financial protection is offered through the Travel Trust Association ( TTA ).

Many of the suppliers that we act for as an agent offer protection for your monies and when you are booking an air package or flight plus booking, ATOL protection will apply. If you do not receive an ATOL certificate, then the booking will not be ATOL protected. If you do

receive an ATOL certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate).

All the air holidays we sell come with protection for your money. Travel agent package holidays are protected by the package organiser and we will provide you with their confirmation and their ATOL certificate.