

Booking Terms and Conditions

Key points:

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

We are a member of ABTA and we provide protection for your money as set out in clause 2 below.

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

1. Our details

Your booking is with Travelmood Limited t/a American Holidays with registered number at 01934932 and registered address at Platinum House, St Marks Hill, Surbiton, Surrey, KT6 4BH. (“we”, “us”, the “Company” or “our”).

2. Protecting your money

- a. The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all rights applying to packages. We will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays.
- b. For flight-based holidays this is through our Air Travel Organiser’s Licence number 12590 issued by the CAA of 45-59 Kingsway London WC2B 6TE www.caa.co.uk. 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 to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- c. 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.
- d. The price of any flight-inclusive holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices

- e. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

3. Your holiday booking

- a. A booking will exist as soon as we issue our confirmation invoice (the “Booking Confirmation”). This booking is made on the terms of these booking conditions. The person making the booking (the “lead name”) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements
- b. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
- c. When you receive the Booking Confirmation and your departure documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Confirmation Invoice, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) approximately 2 weeks before your departure, and will not be issued unless payment of the due balance has been received
- d. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may issue a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.
- e. For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.
- f. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us operations@americanholidays.com to discuss any such requirements.
- g. It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'.

The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night’s stay. You must provide this information to the airline between 6 months and 24 hours before departure.

- h. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.
- i. The price of your holiday will include Air Passenger Duty for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost.
- j. When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

4. Paying for Your Holiday and Insurance

- a. When you make your booking the balance of the price of your travel arrangements may be required to be paid in full, or if your booking meets certain criteria, we may offer you the option to pay a deposit of £250 per person or 10% of the total holiday price, whichever is higher. If you choose to pay a deposit, the remaining balance must be paid in full within the timeframes specified at the time of booking and confirmed on the Booking Confirmation.
- b. If you choose to pay a deposit, the remaining balance must be paid in full within the timeframes specified at the time of booking and in your ‘Booking Confirmation Email’. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.
- c. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets, cruise holidays, other 3rd Party suppliers, entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.
- d. We don’t accept American Express (Amex), Cheques or bankers draft as a form of payment.
- e. Adequate and valid travel insurance for your chosen itinerary is compulsory for all passengers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you.

5. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure in which you notify us	Cancellation charge
More than 69 days	Deposit only

More than 56 days	30% of holiday
More than 36 days	50% of holiday cost

More than 22 days	70% of holiday cost
More than 9 days	90% of holiday costs
Less than 10 days	100% of holiday cost

Notes (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid; (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign, Commonwealth & Development Office.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid and include, without limitation; war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or the concerned supplier’s control.

6. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of £60, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

7. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 5), or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been

reached. The minimum number required will be provided to you with the holiday description. The time limit for cancellation for such failure to reach minimum numbers shall not be later than:

- (a) 20 days before the start of the package in the case of trips lasting more than 6 days.
- (b) 7 days before the start of the package in the case of trips lasting between 2 and 6 days
- (c) 48 hours before the start of the package in the case of trips lasting less than 2 days.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

- 1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- 2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 5).

Period before departure in which we notify you	Amount you will receive from us
More than 30 days	£10
More than 15 days	£20
More than 8 days ¹	£30
Less than 7 days	£40

This table does not preclude you claiming more if you are legally entitled to do so

8. If we change your booking

(a) Changes to the price

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

If any change in the price of your booking results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice; and 2) we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that

travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- II. If you choose to accept a refund:
 - a. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
 - b. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances (as defined in clause 5).

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us
More than 30 days	£10
More than 15 days	£20
More than 8 days	£30
Less than 7 days	£40

9. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to

- (i) you or another member of your party; and/or
- (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; and/or
- (iii) unavoidable and extraordinary circumstances (as defined in clause 5); and/or

- (iv) If you or another member of your party is found to have put themselves at risk, been negligent, been under the influence of alcohol or any other substances or behaved in a reckless manner; and/or
- (v) The criminal acts of suppliers and/or their employees, sub-contractors or agents

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

- a) You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from **operations@americanholidays.com**. Under UK law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at UK and EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

10. ABTA

We are a Member of ABTA, membership number Y6811. 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 or contacting ABTA at 30 Park Street London SE1 9EQ.

11. Complaints and Assistance

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local representatives (local call numbers are found on our booking documentation) or *email operations@americanholidays.com* without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at American Holidays giving your booking reference and all other relevant information, email **customerservices@americanholidays.com**. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 10 above on ABTA.

12. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

13. Passport, Visa, Health, Travel and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the UK Foreign, Commonwealth & Development Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit [American Holidays Travel Advice](#) and the government websites at www.gov.uk/travelaware and www.gov.uk/foreign-travel-advice for your destination country.

14. Conduct

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.

If the Captain of your flight or cruise ship or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with

your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

15. Data Protection

We will use and process your data in accordance with our privacy policy which be found here [Privacy Policy From American Holidays](#)

16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17. Travel Agents

All monies you pay to the travel agent for flight inclusive product are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent’s obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

18. Law and jurisdiction

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