

STEWART TRAVEL LIMITED
BOOKING TERMS AND CONDITIONS

Except where otherwise specified, we, Stewart Travel Limited (trading as Santa Claus Trips) a company registered in Scotland with company number: SC400502 and registered office address of 3rd Floor, Sterling House 20 Renfield Street, Glasgow, G2 5AP (“we”, “us”, “our”) act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any travel arrangements or other services you purchase (“Arrangements”) or for the acts or omissions of any supplier or other person(s) or party(ies) connected with any arrangements. For all Arrangements, your contract will be with the supplier of the arrangements in question (the “Supplier/Principal”).

All references to ‘packages’ and ‘package holidays’ on this website, marketing material or in these Agency Terms & Conditions means packages organised by third party Supplier/Principals on whose behalf we act as an agent. We do not organise or sell packages in our own name. All flight-inclusive packages you book through us will be protected by the ATOL of the Supplier/Principal organising the package

By making a booking with us, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she:

1. read these Agency Terms & Conditions and agree to be bound by them;
2. consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
3. is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services;
4. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Contract

When making your booking we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/ accommodation company) of the Arrangements, as specified on your confirmation invoice. As agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the services provided by them. Your booking with us is subject to these Agency Terms and Conditions and the specific terms and conditions of the relevant Supplier/Principal(s) you contract with and you are advised to read both carefully prior to booking. The Supplier/Principal's booking conditions may limit and/or exclude the Supplier/Principal's liability to you. Please ask us for copies of these if you do not have them.

A binding contract between you and the Supplier/Principal comes into existence at conclusion of booking call, electronically or otherwise, to the first named person on the booking.

2. Payment

When you make a booking of your Arrangements, you must pay a non-refundable deposit to the value required by the tour operator or other supplier. At the time of booking you will be advised of the date by which the final payment must be received by us. The balance of the price of your Arrangements must be paid in accordance with the terms agreed at the time of booking and will be specified on your booking confirmation. If the balance is not paid in time, the tour operator or supplier may cancel your Arrangements and you may be subject to cancellation charges. Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for the Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

3. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen Arrangements at the time of booking.

4. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate. However, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Arrangements that you wish to book before you make your booking. Whilst every effort is made to ensure the accuracy of such information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen Arrangements (including the price) with us at the time of booking.

5. Insurance

Many Supplier/Principals require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

6. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions the Supplier/Principal will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, Events Beyond Our Control means any event beyond our, the Supplier/Principal or our/their supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemic, pandemic or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events out of the supplier(s) concerned's control.

7. Special Requests

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the Supplier/Principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

8. Accommodation

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

9. Disabilities and Medical Problems

If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before your booking is confirmed and we will pass such information onto the Supplier/Principal to see if they can try to advise you as to the suitability of your chosen Arrangements. The Supplier/Principal may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

Acting reasonably, if we or the Supplier/Principal are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking on behalf of the Supplier/Principal, or if you did

not give us full details at the time of booking, we will cancel on behalf of the Supplier/Principal and impose applicable cancellation charges when we become aware of these details.

10. Changes by You

Any amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. **Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements.**

The Supplier/Principal may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £100 per booking for any amendments to bookings. We will notify you of the exact charges at the time of amendment.

11. Cancellations by You

Please note Cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements. Any cancellation request must be sent to us in by email to customerservices@santaclaustrips.co.uk, and will take effect at the time we receive it.

The Supplier/Principal may charge the cancellation charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). We will notify you of the exact charges at the time of cancellation.

12. Changes and Cancellations by the Supplier/Principal

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Arrangements or to cancel them. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

13. Our Responsibility for your Arrangements

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

14. Complaints

Because the contract for your Arrangements is between you and the Supplier/Principal, any queries or concerns about your Arrangements should be addressed to them. If you have a problem with your travel Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly by email at customerservices@santaclaustrips.co.uk.

15. Visa, Passport and Health Requirements

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a

passport, our recommendation is that you should apply for one at least 24 weeks before your Arrangements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>.

Non British passport holders, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

Please note: The impacts of Brexit may change your visa, ticket and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.

16. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the Supplier/Principal or in the opinion of any hotel manager, property owner, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we / the Supplier/Principal reserve the right to terminate your booking immediately.

In the event of such termination our liability and the Supplier/Principal's to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. Neither we nor the Supplier/Principal can be held

responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

17. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us and the Supplier/Principal. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

18. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of your contracted Arrangements with 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. Although we may recommend certain suppliers to you (e.g. ski hire, childcare), 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.

19. ABTA

We are a Member of ABTA, membership number P8129. 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.

20. Financial Protection

All the package holidays we sell come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser (which will be the Supplier/Principal) and we will provide you with their confirmation. 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.

21. Foreign Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control (see condition 6).

22. Law and Jurisdiction

These Booking Conditions are governed by Scottish law and we both agree that the courts of Scotland have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in England, Wales or Northern Ireland, in which case you can bring proceedings in your local court under England and Wales or Northern Irish law, as applicable).