

LINCOLNSHIRE CO-OPERATIVE LIMITED
Agency Terms and Conditions

Except where otherwise specified, we, LINCOLNSHIRE CO-OPERATIVE LIMITED, a registered society (registration number 141R) with registered office address of Stanley Bett House, 15-23 Tentercroft Street, LINCOLN, LN5 7DB, trading as 'Lincolnshire Co-op Travel' act only as an Agent in respect of all bookings we make and/or complete on your behalf.

We use the following definitions in these Agency Terms and Conditions:

'ABTA' means Association of British Travel Agents.

"ATOL" means an Air Travel Organiser's Licence, which is a financial protection scheme for flight-inclusive holidays.

'Agent' means Lincolnshire Co-operative Limited trading as 'Lincolnshire Co-op Travel' ('we' 'us' 'our') including all current and future branches and trading addresses

"Agency Terms and Conditions" means these booking conditions including all amendments as we may make from time to time.

'Booking Details/booking' means all booking information including the name of the Lead Traveller and other travellers (if any), date of travel, hotel booked, flight times, personal data and other matters relevant to the Travel Arrangement.

'Booking Form' means the form to be provided to you by the Agent, which shall contain all the Booking Details and other relevant matters to the Travel Arrangement, you provide to the Agent.

'Customer' means 'you' 'your' 'Customer' 'Lead Traveller'.

'Lead Traveller' means the Customer who is 18yrs and above, named as the first person on the Booking Form and who shall be solely responsible for any instruction to the Agent regarding any matter in relation to any holiday booking with the Agent, including all payments, amendment of the Booking Details, the booking cancellation and/or any matter in relation to the holiday.

'Packaged Holiday' means a package holiday (as defined in the Package Travel, Package Holidays and Packaged Tours Regulation 1992, supplied by the Principal/Supplier), which you book through us.

"Principal/Supplier" means the supplier of any Travel Arrangement (e.g., tour operator/airline/cruise company/accommodation company etc) including any third-party supplier to whom the Principal/Supplier sub-contracts any part of the Travel Arrangement to, and any other person or party connected with the Travel Arrangement, other than the Agent.

"Principal/Supplier Terms" means the booking terms and conditions of the Principal/Supplier which applies to any Travel Arrangements or travel related services provided by the Principal/Supplier.

"Travel Arrangement(s)" means any air, water, cruise or other transport tickets, accommodation, car hire, packaged holidays and packaged tours, travel or travel related services (supplied by the Principal/Supplier), which you book through us.

Note: WE DO NOT accept any liability for any Travel Arrangement that you purchase from the Principal/Supplier, neither shall we be responsible for any act or omission of the Principal/Supplier.

For any Travel Arrangement, your contract shall be between you and the Principal/Supplier.

All references to 'packages' and 'package holidays' 'Travel Arrangements' on our website, marketing material or in these Agency Terms and Conditions, mean packages or Travel Arrangements organised by any Principal/Suppliers on whose behalf we act as an Agent. **WE DO NOT organise or sell any packages or Travel Arrangements in our own name.**

Any flight-inclusive packages you book through us will be protected by the ATOL of the Principal/Supplier organising the package.

By making a booking with us, you agree on behalf of yourself, and all persons detailed on the Booking Form that you:

- a. have read the Principal/Supplier's Terms and Conditions and agree to be bound by them;
- b. have read these Agency Terms and Conditions and agree to be bound by them;
- c. consent to our use of personal data in accordance with these Agency Terms and Conditions and our Privacy Policy (available at: [LINK] or otherwise available upon request) and you are 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 etc), and authorise us to share their personal data with the Principal/Supplier; and
- d. are 18years of age or over, and resident in the United Kingdom and you are placing an order for any services with age restrictions, you declare that you and all persons detailed on the Booking Form, are of the appropriate age to purchase those services;
- e. accept all financial responsibility for all payments relevant to the booking on behalf of all persons detailed on the Booking Form.

1. Booking

When you make a booking with us by phone or in person (in any of our branch offices), all the Booking Details you provide, will be read back to you for your confirmation. If we or the Principal/Supplier has provided you with a written quotation, we will ask you to confirm your acceptance of such written quotation (we cannot advise you on the contents or suitability of any quotation). Once you have confirmed the Booking Details and the written quotation, we will proceed to confirm your booking with the Principal/Supplier.

Please check that all names, dates and timings are correct on receipt of all travel documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below in clause 7. Please ensure that the names given in the Booking Form are the same as in all traveller(s) passports.

The Booking Details that you provide to us will be passed on to the relevant Principal/Supplier of your Travel Arrangements. Please be aware that such Booking Details may be provided to public authorities such as customs or immigration if required by them, or as required by law. This shall also apply to and include any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements etc.

By making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States for example, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in the United Kingdom. If we cannot pass this information to the relevant Principal/Suppliers, whether in the EEA or not, we will be unable to proceed with your booking. Further details are contained in our Privacy Policy.

2. Contract

When making your booking we will arrange for you to enter into a contract with the applicable Principal/Supplier of the Travel Arrangement, as specified on your confirmation invoice.

As Agent, we accept no responsibility for any act or omission of the Principal/Supplier or for any services provided by them. Our service to you is subject to these Terms.

The Travel Arrangements that you book will be subject to the specific Principal/Supplier Terms. **You are advised to read both these Agency Terms and Conditions and the Principal/Supplier's Terms and Conditions carefully, prior to booking your Travel Arrangement with us.** The Principal/Supplier Terms may limit and/or exclude the Principal/Supplier's liability to you. **Please ask us for copies of these documents if you do not have them.**

Once we confirm your booking, we shall send you a confirmation of the booking and a contract between you and the Principal/Supplier shall in all cases, be deemed to exist and commence from the time we confirmed your booking.

3. Payment

In order to book your chosen Travel Arrangements, you must pay a deposit as required by the Principal/Supplier of the Travel Arrangements. Full payment may be required depending on the lead time to departure. We will confirm this with you.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Principal/Supplier who may cancel your booking and charge the cancellation fees set out in their Principal/Supplier Terms.

Except where otherwise advised or stated in the relevant Principal/Supplier Terms, all monies you pay to us for Arrangements will be held on behalf of the Principal/Supplier and forwarded on to the Principal/Supplier in accordance with our agreement with the Principal/Supplier.

Low deposit schemes may be available at selected times during the year, and you will be advised of the full details of these upon request. Cheques are not accepted within 56 days of departure. Please note that cash payments are subject to maximum limits as set out in our money laundering policy, available on request.

Two forms of Identification may be required when presenting large amounts of cash to us. Please ask for full details of any such schemes, at the time of booking.

4. Prices

We reserve the right to amend advertised prices for Travel Arrangements, at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Changes and errors sometimes occur. You must check the price of your chosen Travel Arrangements at the time of booking.

5. Insurance

Many Principal/Suppliers require you to take out travel insurance as a condition of booking with them. In any event, **we strongly recommend** that you consider taking out an appropriate policy of insurance to cover you and all persons detailed on the Booking Form (if any), against any cost that may arise as a result of any cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Please ensure that you check your insurance policy 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) to your insurers. Failure to disclose relevant information is likely to affect your insurance.

6. Special requests

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

7. Changes and Cancellations by you

You must make any cancellation or amendment request to us in writing 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 Principal/Supplier will meet such requests for any changes or cancellation to your booking. Amendments and cancellations can only be accepted in accordance with the Principal/Supplier Terms relevant to your Travel Arrangements. The Principal/Supplier may charge the cancellation or amendment charges shown in their Principal/Supplier Terms (which may be as much as 100% of the cost of the Travel Arrangements and will normally increase closer to the date of departure). In addition to any changes or cancellation

charges that the Principal/Supplier may impose in this clause 7, you must pay us an administration fee of £35.00 per booking (i.e., per person detailed in the Booking Form) for any amendments to bookings and an administration fee of £50.00 per person for cancellations. We will notify you of the exact charges at the time of amendment or cancellation, where applicable.

Please note: some Principal/Suppliers do not allow any changes or cancellation of bookings and therefore full cancellation charges shall apply, in those instances and we shall have no liability whatsoever, to you in this regard.

8. Changes and Cancellations by the Principal/Supplier

We will inform you as soon as reasonably possible if the Principal/Supplier needs to make any change or cancellation, to your confirmed booking. We will also use reasonable endeavours to liaise between you and the Principal/Supplier in relation to any alternative arrangements offered by the Principal/Supplier, but this shall be our sole responsibility towards you under this clause 8 and we will have no further liability to you.

9. Our responsibility for your booking

Your contract is with the Principal/Supplier therefore the Principal/Supplier Terms shall always apply to your contract.

As Agent, we accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making and completing the booking in accordance with your reasonable instructions.

We accept no responsibility for any information about the Travel Arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis; howsoever it arises in these our Agency Terms and Conditions, **our maximum liability to you is limited to 100% of booking fee paid or payable by you to us, for your Travel Arrangements (in cases where, not everyone on the Booking Form is affected, our liability is limited to 100% of the booking fees paid or payable to us, for the persons affected in this clause 9).**

We do not exclude or limit any liability for: death or personal injury that arises as a result of our negligence; fraud or fraudulent misrepresentation; or any other matter that cannot be limited or excluded at law.

10. Incentives

From time to time, the Principal/Supplier may offer incentives to us for completing your booking on their behalf. These incentives, typically provided in the form of vouchers, are granted at the sole discretion of the Principal/Supplier. We guarantee that such incentives have no impact on the cost of the holiday to you and will not affect any refund to which you may be entitled in the event of a cancellation. Furthermore, we assure you that the acceptance of these incentives will not compromise our obligations under these Agency Terms and Conditions.

11. Visa, passport and health requirements

We may, in our own discretion provide general information about the passport and visa requirements for your trip. 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. Neither we nor the Principal/Supplier accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that these visa, passport and health requirements may change between the date of your booking and the departure date (it is your duty to ensure that you meet with these requirements). Most countries now require passports to be valid for at least 6 months after your return date. Please

take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. You may ask us for details and we will use our reasonable endeavours to provide any general information in this clause 11. While we may use our reasonable endeavours to provide you with information relating to any health formalities required for your trip, but you should check with your own doctor for your specific health circumstances.

12. Delivery of documents

All documents (e.g., invoices/tickets/Insurance policies/contracts) will be sent to you by email as standard but may be posted on request. Once documents leave our offices, we will not be responsible for their loss, mutilation, damage or any delay in delivery, unless any such loss, mutilation, damage or any delay in delivery is due to our negligence. If tickets or other documents need to be reissued all costs for such re-issuance, shall be paid by you.

13. Final Travel Arrangements

Please ensure that all your travel, passport, visa, health and insurance documents are in order and that you arrive in plenty of time for check-in at the airport, or seaport for cruises. It may be necessary to reconfirm your flight or cruise with the airline or cruise ship/ seaport prior to departure. If you fail to reconfirm your flight or cruise, you may be refused permission to board the aircraft/cruise and you are unlikely to receive any refund.

14. Accommodation Ratings and Standards.

All ratings are as provided by the relevant Principal/Supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

15. Documentation and Information

All descriptions and content on our website or otherwise issued by us on behalf of the Principal/Supplier in question are intended to present a general idea of the services provided by the Principal/Supplier. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any Travel Arrangements or any other services please contact us.

16. Cashback

Our members may be eligible for further cashback, benefits or returns from time to time as provided under our Membership Terms available at <https://www.lincolnshire.coop/membership/membership-terms-and-conditions>). In the event of cancellation of Travel Arrangements, any such cashback, benefits or returns issued shall be recollected or, if already spent, the relevant value shall be deducted from any applicable refund properly due to you.

17. Financial Protection

Package holidays organised by Suppliers/Principals which include flights come with protection for your money in the event of their financial failure (known as the Air Travel Organisers' Licensing or 'ATOL' scheme). If you buy a single travel service, then this might not apply. Non-flight-inclusive package holidays are also financially protected by the package organiser (which will be the Principal/Supplier) 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.

18. ABTA

We are a Member of ABTA. Please refer to your booking documents for the ABTA number of our relevant branch office. 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.

19. Complaints Process

BY BOOKING YOUR TRAVEL ARRANGEMENTS THROUGH US, YOU ACKNOWLEDGE THAT ANY FEES PAID OR PAYABLE BY YOU BEFORE, DURING OR AFTER YOUR BOOKING IS FINAL AND THAT YOU SHALL NOT INITIATE ANY CHARGEBACK AND/OR ANY FORM OF CLAWBACK REQUEST THROUGH YOUR CARD ISSUER OR ANY PAYMENT PROVIDER.

REFUNDS SHALL BE MADE SOLELY IN ACCORDANCE WITH THESE AGENCY TERMS AND CONDITIONS, AND YOU ACKNOWLEDGE THAT INITIATING A CHARGEBACK/CLAWBACK SHALL NOT BE AN ACCEPTABLE METHOD OF OBTAINING ANY REFUND.

YOUR ATTENTION IS DRAWN TO THE REST OF THIS CLAUSE 19 WHICH SETS OUT THE PROPER AND CONTRACTUAL DISPUTE RESOLUTION PROCESS IN THESE AGENCY TERMS AND CONDITIONS.

The contract for your Arrangements is between you and the Principal/Supplier, and any queries or concerns about your Arrangements (including any chargebacks or clawbacks) should be addressed or forwarded to them. If you have a problem with your Travel Arrangements while on your travel/holiday, this must be reported to the Principal/Supplier immediately. If you fail to follow this procedure, there will be less opportunity for the Principal/Supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result of your failure to comply with this procedure.

If you wish to complain when you return from your travel/holiday, write to the Principal/Supplier. You will see their name and contact details in the booking confirmation we send to you.

We will of course assist you with this if you wish - please contact us. If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, **see clause 18**.

If you wish to complain about the service we have provided to you (i.e. our booking service), then please contact us directly. You can contact our Travel Team for any booking related enquiries or complaints by contacting the us on 01522 533316 (Monday- Friday 8.30am -5pm excluding bank holidays) or send us a message using our form which is available at concerns@lincolnshire.coop.

We aim to resolve any query as it is raised with us, usually within 3 working days from receiving it. If we are unable to resolve initially, we will investigate further. Your complaint will be assigned to a member of the Travel Team who will contact you with further information within 10 working days. At this stage if you are unsatisfied, there are a number of escalation options available to you. These include intervention from a senior travel colleague, contacting the Association of British Travel Agents (ABTA) for guidance or using the Financial Ombudsman Service by emailing complaint.info@financial-ombudsman.org.uk.

20. Third party Rights

These Agency Terms and Conditions shall only be enforceable by you and us. No one else can enforce these Agency Terms and Conditions.

21. Law and Jurisdiction

These Agency Terms and Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).