# Big Skies Travel Limited Agent Booking Terms and Conditions

Please read these booking conditions carefully. They set out our respective rights and responsibilities. All bookings are made by Big Skies Travel Limited, % Regus House, Admirals Park, Victory Way, Dartford, Kent, United Kingdom, DA2 6QD, company number 15887698. When we mention "Big Skies Travel", **"we"**, **"us"** or **"our"** in these booking conditions, we are referring to Big Skies Travel Limited unless we indicate otherwise. References to **"you"** and **"your"** in these Booking Conditions mean all person(s) named on the booking and anybody who is added at a later date.

# We only act as an agent

We only act as an agent in the making of all bookings for whatever services ("arrangements") we make on your behalf. This means that you will have a direct contract with the supplier(s) of your chosen arrangements concerned ("Operator") and not with us.

# We are not liable for the performance of your chosen arrangements

As an agent we have no liability or responsibility for the provision of your chosen arrangements or for the acts or omissions of the Operator concerned. The Operator's terms and conditions will apply to any arrangements we book on your behalf with them. Please read them carefully as they will form the basis of your contract with the Operator and will set out the instances in which the Operator may or may not be liable to you. They will also set out any terms relating to when you may cancel or amend a booking and any applicable financial protection, or not, of monies held by them or by us on their behalf.

# Our liability if we act negligently

Our responsibility is limited to making your booking in accordance with your instructions to us. In the event we are found liable to you our maximum liability is limited to the commission we have or would have earned in making your booking. Nothing in these terms and conditions shall limit or exclude any liability for death or personal injury that arises because of our, or any of our employees, negligence whilst acting in the course of their employment.

# Your money

In booking and paying for your chosen arrangements any money you pay us is held on behalf of the Operator concerned unless their booking conditions state otherwise. You may also be required to pay the Operator directly.

# Passports, Visas and Health

You must check any passport, visa, and health requirements yourself prior to booking so that you are confident you may be able to meet the then stated requirements of your chosen destination. You should also check those requirements again in good time prior to departure as they may change.

British passport holders can check the passport and visa rules for the country you are travelling to or through at the Foreign, Commonwealth & Development Office's website here <u>https://www.gov.uk/foreign-travel-advice</u>

Check your passport issue and expiry date carefully. If you are not a British passport holder you should check the requirements with the embassy of the country(s) you are travelling to.

It may take up to 10 weeks or more for a passport application to be processed.

General information about any requirements relating to health are available here <u>https://travelhealthpro.org.uk/</u>. Make yourself aware about country specific risks and requirements in good time before departure. Obtaining necessary or recommended inoculations or vaccinations may take several weeks or longer.

Please advise us if you have a disability (or one later develops) which affects your ability to use the service we provide or which may impact on your chosen arrangements.

#### Adequate Travel Insurance is Essential

Please ensure that you arrange travel insurance that is suitable for your needs. We do not check or recommend the suitability of any specific insurance policies.

UK residents should obtain a Global Health Insurance Card (GHIC). Your GHIC may entitle you free or reduced-cost medical treatment while abroad but it is not a substitute for adequate travel insurance. You can apply here www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/

# You're responsible for making sure the information you supply us is accurate

If we've asked you for any details relating to you, members of your party, or special requests, including your contact details, passport or health information, you're responsible for making sure those details are correct.

# You should immediately and carefully check the details of your chosen arrangements

Upon receipt of confirmation of a booking you must check the details of your chosen arrangements carefully. Amending any booking at a later date may not be possible or incur significant cost up to the full value of the booking or more.

### We can change services and these terms

We can always change a service we have agreed to or are providing to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements.

### We don't compensate you for all losses caused by us or our services

We can be responsible for losses you suffer caused by us acting negligently on your behalf unless the loss is:

**Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

**Caused by an event outside our control** which we could not have foreseen or forestalled.

**Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

**A business loss.** It relates to your use of a product or service for the purposes of your trade, business, craft or profession.

# We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice.

#### If you have a complaint

If you have a complaint about any aspect of our service please contact us as soon as possible. Until we know what the problem is we cannot begin to rectify it and it may affect your entitlement to any compensation if you have one. Complaints concerning your chosen arrangements should be made to the Operator concerned using their complaints procedure.

You can contact us to make a complaint by:

Big Skies Travel Limited, % Regus House, Admirals Park, Victory Way, Dartford, Kent, United Kingdom, DA2 6QD

### You can go to court

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in England or in the courts of the country you live in.

### Other important terms apply to our contract

You may have key rights under the Package Travel and Linked Travel Arrangements Regulations 2018. Please make yourself aware of your rights under the aforementioned regulations should the arrangements you book with the Operator amount to a package within the meaning of those regulations. More details can be found here https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Last updated 10 September 2024.