

## General Terms & Conditions

These terms and conditions, together with the Privacy Policy (<https://www.secretescapes.com/privacy-policy>) and the Website Terms of Use (collectively, the "Terms and Conditions") set out the terms on which Secret Escapes Limited ("Secret Escapes", "we", "us" or "our") provides travel arrangements through our website ([www.secretescapes.com](http://www.secretescapes.com)), over the telephone, on any app we release or otherwise (collectively, the "Services").

Agency bookings: Sections A and B of these Terms and Conditions apply to the sale of accommodation only, hotel vouchers ("Hotel Vouchers"), flight only, third party package holidays ("Third Party Package Holidays") and all other travel arrangements ("Travel Offer(s)") made available for sale through the Services where we act as an agent on behalf of the third party travel provider ("Travel Provider(s)").

Secret Escapes' Package Holidays: Sections A and C of these Terms and Conditions apply to the sale of package holidays where we are the organiser of the package holiday ("Package Holiday(s)"). We make available for sale two types of Package Holidays – Single Contract Package Holidays and Multi-Contract Package Holidays. See Section C for more information about the differences between these Package Holidays and which one will be applicable to your booking.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. WELCOME TO SECRET ESCAPES

1.1 Secret Escapes is an exclusive members' only travel club that promotes and advertises exclusive deals on Travel Offers and Package Holidays.

#### 1. YOUR RELATIONSHIP WITH US

2.1 Please read these Terms and Conditions carefully before booking with us. These Terms and Conditions govern your relationship with us in respect of your use of the Services and how bookings that you wish to make are processed by Secret Escapes. It is important that you read and understand the Terms and Conditions before using the Services. If there is anything within the Terms and Conditions that you do not understand, then please contact us on the details given in paragraph 21 below to discuss what this means for you.

2.2 By setting up an account or otherwise using or accessing the Services you agree to these Terms and Conditions in relation to any Travel Offer or Package Holidays you buy. In addition, when you make a booking, you will be invited to agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Services or make a booking.

2.3. Secret Escapes does not itself own or provide any of the services, facilities or travel arrangements which make up your Travel Offer or Package Holiday. These are provided by third parties i.e. the Travel Providers.

2.4 The lead name on the booking will be the person responsible for the booking (the "Lead Name"). The Lead Name shall be responsible for paying the deposit and the full price, for making any amendment and cancellation requests, for the payment of any additional charges in relation to such requests and for all other matters concerning the booking, in accordance with these Terms and Conditions. The Lead Name also confirms that the details provided for all other parties to the booking are full and accurate, that those other parties agree to be bound by these Terms and Conditions and that the Lead Name has the authority to accept and does accept these Terms and Conditions on behalf of all persons in the booking. The Lead Name must be at least 18 years old at the time of booking.

2.5 The Lead Name agrees to check all descriptions on the travel documentation received after booking and to inform us immediately of any errors or instances where personal details do not correspond with those shown on the passports (where relevant) of those travelling under the booking.

#### 1. INFORMATION ABOUT US

3.1 Secret Escapes Limited is a company registered in England under company number 07026107. Our registered office is at 4th Floor, 120 Holborn, London EC1N 2TD. Our VAT number is GB103138366.

#### 1. ACCOUNT AND MEMBERSHIP

4.1 To access the Services, you must register with us and set up an account (your "Account").

4.2 You may set up your Account with an email address and password or connect to the Services and create an Account using a social media account (e.g. Facebook) identified in the sign up stage.

4.3 If you create your Account using an email and password, we encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols). You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us on the details given in paragraph 21 below straight away to let us know.

4.4 If you create your Account using a social media service you give us permission to access and use your information from that service as permitted by that service, and to store your log-in token for that service as set out in our Privacy Policy.

4.5 Once you have created your Account and we have informed you of this, you become a member of Secret Escapes (a "Member").

4.6 You must be at least 18 years of age and capable in your country of residence of entering into a legally binding agreement to become a Member.

4.7 In the event that you breach these Terms and Conditions, Secret Escapes may suspend or terminate your access to the Services and your Account. If your access is suspended or terminated you must not attempt to use the Services under any other name or by using the access credentials of another person even where you have the permission of that person to do so.

## 1. AVAILABILITY

5.1 Secret Escapes allows Members to make bookings for the Travel Offers and Package Holidays advertised on the Services. Secret Escapes does not guarantee that any Travel Offer or Package Holiday will remain available for any period of time on the Services.

5.2 All bookings for the Travel Offers and Package Holidays are subject to availability at the time of booking. We will inform you as soon as possible after placing a booking if, for any reason, the Travel Offer or Package Holiday you have sought to book through the Services is not available.

## 1. CREDIT AND INCENTIVE PROGRAMMES

6.1 From time to time we run incentive programmes or offers whereby if you take certain actions (such as accepting credit instead of a refund for a refundable booking, or inviting friends to join the website) you may be able to earn credit to spend on Secret Escapes ("Incentive Programmes").

6.2 Where you invite your friends or social media contacts to join Secret Escapes as part of an Incentive Programme you may be able to earn credit to spend on Secret Escapes. There is no limit to the amount of Secret Escapes credit you can acquire for such Incentive Programmes. In fact, we would love you to tell all of your friends about us. However, if you try and gain additional Secret Escapes credit through falsifying accounts or creating multiple fake accounts, then this will not be considered valid and such credits will be cancelled when detected.

6.3 If you gain credit through an Incentive Programme for booking a holiday through the Service in a valid manner, then such credit will remain in your Account for up to 12 months (unless an earlier expiry date is specified), at which point any credit within your Account will be automatically deleted.

6.4 Any credit gained through an Incentive Programme may only be used for the purposes of booking deals available on the Secret Escapes website and cannot be converted into cash. To the extent that any bookings purchased with credit gained from Incentive Programmes are cancelled and refunded:

(a) the value of the credit used will be refunded in credit and not in cash; and (b) to the extent that such cancellation and refund is not done for legitimate reasons and in good faith, Secret Escapes reserves the right to remove any credit applied pursuant to an Incentive Programme from your account.

## 1. GIFT CARDS

7.1 Gift cards can only be purchased online through our website or app.

7.2 You may choose to: (i) have the gift card emailed to the recipient; or (ii) print the gift card yourself, or (iii) purchase a hard copy gift card, which will be posted to an address of your choice. Should you need to re-send or re-print the gift card, or if the hard copy gift card has not arrived within 7 working days of placing your order, this can be done by contacting [customersupport@secretescapes.com](mailto:customersupport@secretescapes.com)

7.3 Gift cards are valid for one year from the date of issue and cannot be extended.

7.4 Only one discount code can be applied to any one booking, this includes any promotional codes or offers.

7.5 Gift cards have no cash value. Gift cards cannot be exchanged or refunded even partially, and cannot give rise to any charge back. Gift cards cannot be replaced or refunded if lost, stolen or expired. A Gift card cannot be bought using another gift card.

7.6 The value of any gift card you use will be deducted from the total cost of your booking with Secret Escapes. This excludes any amount paid to third-party tour operators, where the booking takes place on the supplier's own website. If any balance remains to be spent from the gift card, it can be used on a future booking. There is no minimum spend required and the gift card can be redeemed against any purchase (including delivery charges) other than for Hotel Vouchers.

7.7 Gift cards can be purchased in fixed denominations from £50 to £5,000.

7.8 The purchaser of the gift card is entitled to request a full refund within 14 days from the date of purchase. The recipient of the gift card (if different from the purchaser) cannot request a refund at any time.

7.9 The gift card recipient must be 18 or over.

7.10 Secret Escapes reserves the right to refuse to redeem a gift card if it has a reasonable belief that the gift card has been obtained by fraudulent means.

## 1. EXCURSIONS

8.1 It may be possible for you to book a local excursion during your holiday, such as a local tour, experience, concert, activity, sports or adventure experience. These will be bookable and payable by you locally. You will be entering into a contract directly with the excursion provider and so it will not form a part of your holiday booked through the Services. They will be provided by third parties over whom we have no control or relationship with. We do not have any responsibility for their provision, nor do we accept any liability if you suffer loss or damage whilst on a local excursion.

8.2 It may also be possible for you to book an excursion as part of your holiday at the time of booking. In that case, the excursion provider will be treated as a Travel Provider and paragraph 8.1 above shall not apply.

## 1. RESOLVING DISPUTES

9.1 If you are unhappy with any aspect of the Travel Offer or Package Holiday that you have booked through the Services and wish to complain, then please raise this with the relevant Travel Provider directly at the time so that they can try to address any issues raised by you during the course of your holiday. It is important you advise us as well as the Travel Provider so we can both help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your holiday promptly so that you can enjoy your holiday. Please see our FAQs for further details on how to complain directly to a Travel Provider.

9.2 However, if you have a dispute with Secret Escapes, in the first instance please contact us at the details given in paragraph 21 below and attempt to resolve the dispute with us informally.

9.3 In the unlikely event that we are not able to resolve the dispute informally, we will discuss with you the most effective way of resolving the dispute using mediation or arbitration based on the nature of the dispute.

9.4 You may also wish to refer to the EU online dispute resolution platform (ODR) by clicking [here](#). This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

9.5 Please note that a failure to advise us/Travel Providers of problems whilst on holiday, as described above, deprives both us and the Travel Providers of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

## 1. INSURANCE

10.1 It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away and it is a condition of your booking that you have such suitable insurance cover in place. Please ensure that you have a valid travel insurance policy in place from the time of booking, to cover you for the countries and activities you may be undertaking on your holiday.

## 1. TRAVEL INFORMATION AND FLIGHTS

11.1 Please note that we can provide general information about the passport and visa requirements for your trip, but 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. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

11.2 The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. Neither we, nor the Travel Providers, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

11.3 If you or any member of your party is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through.

11.4 (Where applicable) Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure.

## 1. YOUR BEHAVIOUR

12.1 It is important that you behave responsibly and with consideration for others during your holiday. Accordingly, to the extent that one of our Travel Providers believes that your actions could or have caused disruption or annoyance, or a risk of safety, or damage to property, to us, our Travel Providers or other customers, or if it is believed that you are not fit to travel, then the Travel Providers may cancel your Travel Offer (or we may cancel your Package Holiday) without further liability to you. In these circumstances, the cancellation provisions of paragraphs 29, 38 and 39 below shall not apply.

12.2 In the event that your behaviour causes loss or damage to any person or property for which we are liable, you agree to compensate us for such loss and damage, together with any legal costs which we may incur in pursuing this claim against you.

## 1. EVENTS OUTSIDE OUR CONTROL

13.1 In these Terms and Conditions, where we refer to "Unavoidable and Extraordinary Circumstances", it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

13.2 This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination, as well as industrial disputes (whether or not involving our employees), or acts of local or central Government or of any other competent authorities.

13.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a booking that is caused by any Unavoidable and Extraordinary Circumstances.

## 1. EACH OF THESE TERMS OPERATES INDEPENDENTLY

14.1 Each of the paragraphs of these Terms and Conditions operates separately. If any court or any other relevant authority decides that any of these paragraphs (or any part therein) are unlawful or unenforceable, the remaining paragraphs (and parts therein) will remain in full force and effect.

## 1. ENTIRE AGREEMENT

15.1 These Terms and Conditions, your booking confirmation and the relevant Travel Provider(s)' terms and conditions set out the written terms of our contract with you for the provision of the Services. You are not relying upon any other statement, promise or assurance in relation to your booking.

## 1. UPDATING THESE TERMS AND CONDITIONS

16.1 We may modify or update these Terms and Conditions from time to time at our sole discretion and for reasons including (without limitation):

(a) changes in how our business operates;

(b) changes in the legal or regulatory requirements that we must comply with; or

(c) changes in how we accept payment from you.

16.2 We will notify you of any material changes to these Terms and Conditions either using the usual method of communication we use to contact you or using a notice on our website or app. For the avoidance of doubt, this does not apply to confirmed bookings.

## 1. RIGHTS OF THIRD PARTIES

17.1 Any contract made between you and us is only made between you and us. No third party will have any rights to enforce any of its terms, with the exception of the rights provided for the Travel Providers, suppliers and Air Travel Trust Trustees under paragraphs 31, 40 and 41.

### 1. TRANSFER OF OUR RIGHTS

18.1 We may transfer our rights and obligations under our contract with you to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the contract.

### 1. NO WAIVER

19.1 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.

## 1. LAW AND JURISDICTION

20.1 These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.

20.3 If you are a resident of an EU country other than England and Wales, you may also bring proceedings in your country of residence under the laws of that country.

1. CONTACT US AND CONTACTING YOU 21.1 If you have any queries about these terms, please contact us through our online form, send us an email at [customersupport@secretescapes.com](mailto:customersupport@secretescapes.com) or contact us on the phone: 0207 887 2772 (8am - 8pm GMT, seven days a week). We'll be here to help.

21.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your booking.

## SECTION B – APPLICABLE TO ALL AGENCY BOOKINGS (INCLUDING THIRD PARTY PACKAGE HOLIDAYS AND HOTEL VOUCHERS)

### 1. SECRET ESCAPES ROLE AS AGENT FOR TRAVEL PROVIDERS

22.1 We act as an agent for the Travel Providers whose Travel Offers are featured on the Services. This means that we act on behalf of the Travel Providers and provide a platform through which you can enter into a contract with the Travel Providers for the provision of the Travel Offers.

22.2 For the avoidance of doubt, 'Travel Offers' includes the provision of package holidays, organised or combined by third party Travel Providers ("Third Party Package Holidays"). For such bookings, Secret Escapes does not directly enter into a contract with you to provide any Third Party Package Holiday or Travel Offer you purchase.

22.3 We do not act as an agent for you in relation to negotiating or concluding any contract between you and any Travel Provider. Your contract for the Travel Offer is with the Travel Provider. As such, these Terms and Conditions govern your use of our Services but the provision of the Travel Offers you purchase will be subject to the terms and conditions displayed on the Travel Offer page, any additional booking conditions made available to you just before you pay for a Travel Offer through the Services and the terms and conditions of the Travel Provider (the "Offer T&Cs").

22.4 By using the Services to purchase a Travel Offer from a Travel Provider, you agree to the Offer T&Cs and you agree that you are contracting directly with the Travel Provider in relation to the Travel Offer purchased.

22.5 Secret Escapes does not itself own or provide any of the services, facilities or travel arrangements which it sells through the Services. These are all provided by the Travel Providers. If, after purchasing a Travel Offer, you have any queries or concerns about the Travel Offer, please contact the Travel Provider directly.

22.6 As your contract for the Travel Offer will be between you and the Travel Provider, we will not be in any way responsible for the delivery of the Travel Offer. As such, we do not accept any responsibility or liability for any loss you suffer as a result of availing yourself of the Travel Offer.

### 1. ROOMER CANCELLATION POLICY

#### 23.1 Responsibility for the Roomer Cancellation Policy

23.1.1 Roomer Travel Ltd., and its subsidiary Roomer Travel, Inc. and affiliates ("Roomer") is a third party agent who we use to process and administer a cancellation protection policy for our customers made available through the Services ("Roomer Cancellation Policy").

23.1.2 For the avoidance of doubt, Secret Escapes owes no obligations to you for the performance of the Roomer Cancellation Policy, and shall not be liable to you in any way in respect of any matter arising out of or in connection with the sale and purchase or operation of the Roomer Cancellation Policy, even in the event of Roomer's insolvency or if they were to cease trading or for any other reason which would result in Roomer being unable to fulfill their obligation to you in respect of your purchase of the Roomer Cancellation Policy. If you have any questions in relation to your purchase of the Roomer Cancellation Policy, you should contact Roomer.

23.1.3 Please note that Roomer, and not Secret Escapes, is:

- (a) the seller, supplier and/or provider of the Roomer Cancellation Policy;
- (b) the party who enters into a contract with you for the Roomer Cancellation Policy; and
- (c) solely responsible for providing you with the Roomer Cancellation Policy.

## 1. BOOKING TRAVEL OFFERS

24.1 You can book Travel Offers from Travel Providers by following the process outlined in the Services. All bookings are subject to acceptance by the Travel Providers. A contract will only come into existence between you and the Travel Provider(s) when you have paid the price payable on booking and we have issued you with a booking confirmation on behalf of the Travel Providers. You acknowledge that by booking with a Travel Provider you will be under an obligation to pay for the Travel Offer booked by you. We will charge your chosen payment method after we accept your booking. The Travel Provider will send you a further email when your booking has been processed confirming the details of the Travel Offer booked, including all relevant confirmation documentation as may be required if you have booked a Third Party Package Holiday with a Travel Provider.

24.2 If we are unable to accept your booking because, for example, there are no more vacancies remaining on your chosen dates, or because of an error in the price (see paragraph 25 below) we will inform you of this by email and we will not process your booking. If you have already paid for the Travel Offer (or any part of it) we will arrange for monies paid to be refunded to you in full as soon as possible.

24.3 The booking process on the Services allows you to check and amend any errors before submitting your booking for a Travel Offer. Please take the time to read and check your booking at each stage of the booking process.

24.4 Please make sure that you (and any travel companions) are eligible for any Travel Offer and are able to travel on the dates for which you have booked the Travel Offer before making a booking.

24.5 If you (or any travel companions) have any special requests you must let us know during the booking process. Secret Escapes will attempt to pass on all reasonable requests to the Travel Providers, but we cannot guarantee that such requests will be met by the Travel Providers. Secret Escapes does not accept bookings that are conditional on the fulfilment of a special request.

24.6 If you have a medical condition which may affect your booking, please let us know before making a booking so we can find out if the Travel Offer is suitable before you make a booking.

24.7 You must keep the contact details we hold for you up-to-date so that either we or the Travel Provider can contact you if necessary about your Travel Offer.

24.8 Once your booking request has been accepted by the Travel Provider and this has been communicated to you by us, acting as agent for the Travel Provider, and you have paid for your Travel Offer, Secret Escapes will send you an email booking confirmation setting out the details of the Travel Offer and the Travel Provider(s) supplying the Travel Offer. This email confirms receipt of your booking and payment and contains all details of your Travel Offer. In the case of Third Party Package Holiday Travel Offers the Travel Provider will send you a separate email or postal correspondence including your travel voucher and any other necessary information regarding your Third Party Package Holiday. In such cases, our booking confirmation merely confirms receipt of your payment for the Travel Offer and details of the dates your Travel Offer has been booked for and will let you know that the Travel Provider will contact you. Where applicable we will issue you with an ATOL Certificate issued under that Travel Provider's ATOL licence upon receipt of payment from you (see further details about ATOL Certificates at clause 31 below). The Travel Provider will then issue you with confirmation documentation providing details about the Third Party Package Holiday Travel Offer you have booked within three days of the booking being made and you having received your booking receipt email.

24.9 When you receive documentation for your Travel Offer, please ensure you check that all personal details are correct and in the event that the Travel Offer involves travelling abroad, that they match the names and ages on the passport(s). If this is not the case, please contact the Travel Provider as soon as possible.

24.10 In the event that tickets and/or travel documents do not arrive by post or email, Secret Escapes will not be responsible. Please contact the Travel Provider identified in the booking receipt email directly should you not receive these documents.

## 1. PRICE OF TRAVEL OFFERS

25.1 The price of any Travel Offer will be as quoted on the Services, except in cases of obvious error. The price of a Travel Offer includes VAT, together with any other relevant taxes such as Air Passenger Duty (where it applies).

25.2 The advertised price of any Travel Offer may change from time to time and we will inform you of the actual price at the time of booking.

25.3 Due to the large number of Travel Offers on the Services, it is always possible that some of the Travel Offers listed on the Services may be incorrectly priced, despite our reasonable efforts to make sure that they are accurately priced. We will normally verify prices with Travel Providers as part of our booking-handling procedure so that, where a Travel Offer's correct price is less than the stated price, we will charge the lower amount when accepting the booking from you, as agent for the Travel Provider. If the Travel Offer's correct price is higher than the price stated on the Services, we will normally, and at our discretion, either contact you for instructions before processing your booking, or reject your booking on behalf of the Travel Provider and notify you of the rejection.

25.4 Please note that the Travel Provider is under no obligation to agree to supply the Travel Offer to you at the incorrect (lower) price, even after we have sent you a booking confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing.

## 1. BOOKING FEE

26.1 We may charge a booking fee for providing you with the Services we provide for you to purchase the Travel Offer from the Travel Provider. If a booking fee is charged, it will be included in the prices you see when using the Services, and be shown in the price breakdown in your booking confirmation.

26.2 You agree that by making a booking with a Travel Provider through our Services you are under an obligation to pay us the booking fee.

## 1. PAYMENT

27.1 We act as a payment agent for the Travel Provider. We accept payment from you on behalf of the Travel Provider using the payment methods listed on the Services. You must pay for the Travel Offer by the date(s) set out in your booking confirmation. If any sum is not paid in full by the due date, we may cancel your booking on behalf of the Travel Provider immediately and the Travel Provider may charge you a cancellation fee. If you have already made a payment to us in respect of that Travel Provider, we may on behalf of the Travel Providers deduct the cancellation fee from the payment already made to us before returning the balance to you or, where that payment is not sufficient to meet your liability to the Travel Provider, you agree to pay the Travel Provider the additional sum.

27.2 By making a booking through the Services, you are confirming that the payment details provided on the booking are valid and correct. If any payment method is rejected, we may contact you requesting an alternative payment method or we may cancel your booking.

27.3 If you have any query about an amount that has been charged by us to your credit or debit card, please contact us straight away. In the event that we find a payment has been taken in error we will refund the amount immediately to your credit or debit card.

27.4 Secret Escapes acts solely as an agent between the customer and the Travel Providers, and therefore cannot issue an invoice for a sale made by the Travel Providers. Secret Escapes does provide a booking confirmation which can be used as a receipt as it shows the amount paid at the time of booking. Secret Escapes are only able to provide a VAT invoice for your booking fee.

## 1. ALTERATIONS OR CANCELLATION BY YOU

28.1 Unless you have purchased a refundable deal, Travel Offers cannot be changed by you nor can they be cancelled with a refund. Please refer to your booking confirmation which will set out details of the terms on which you can cancel your booking and claim a refund, if applicable.

28.2 Where you have not purchased a refundable deal, if a Member wishes to cancel or make a change to their purchased Travel Offer, then Secret Escapes may, at its sole discretion, use reasonable endeavours to assist a Member in the Member's attempts to liaise with the Travel Provider to arrange cancellation or make the required change. Secret Escapes gives no guarantee that any such attempts will be successful. The Travel Provider may charge a cancellation or amendment fee (as shown in their terms and conditions), which may be as much as 100% of the cost of the travel arrangements.

28.3 Any request for a change to a confirmed booking must be made by the Lead Name on the booking and we may require this to be confirmed to us by email.

## 1. CANCELLATIONS AND AMENDMENTS BY TRAVEL PROVIDERS

29.1 If a Travel Provider informs us of a change to your purchased Travel Offer, we will inform you. Most changes are minor changes, however, occasionally we have to notify Members of a significant change that a Travel Provider has made to a purchased Travel Offer. A significant change is a change made before the start of the Travel Offer which, taking account of the information given to us at the time of booking the Travel Offer and which the Travel Provider can reasonably be expected to know, the Travel Provider can reasonably expect to have a major effect on your purchased Travel Offer.

29.2 In the unlikely event of a Travel Provider cancelling or making a significant change to your purchased Travel Offer we will tell you as soon as possible. If there is time to do so before the start of your purchased Travel Offer, we will use reasonable efforts to seek (but cannot guarantee) to secure from the Travel Provider an offer to you of one of the following options (depending on the nature of the purchased Travel Offer):

(a) accepting the changed arrangements; or

(b) for Travel Offers other than Third Party Package Holidays: a choice of accepting an alternative reservation or cancelling your reservation together with a full refund of all monies you have paid. In the event of no alternative being available from the Travel Provider, they may instruct us to cancel the Travel Offer and give a full refund; or

(c) for Third Party Package Holiday Travel Offers only:

(i) choosing a replacement Third Party Package Holiday of a lower, similar or higher standard to that originally booked if available. In the event you accept an alternative Third Party Package Holiday of a lower standard you will be entitled to recover the price difference between the price you paid and the price of the lower standard Third Party Package Holiday. If you accept a Third Party Package Holiday of a similar standard, there will be no extra charge. If you accept a Third Party Package Holiday of a higher standard, you must pay the price difference between your purchased Third Party Package Holiday and the higher priced Third Party Package Holiday; or

(ii) cancelling the purchased Third Party Package Holiday together with a full refund of all monies you have paid.

(Note that the efforts we may take to secure the various options from the Travel Providers of Third Party Package Holidays described above does not impact upon the legal rights which you may have directly against these Travel Providers under the Package Travel and Linked Travel Arrangements Regulations 2018.)

29.3 Travel Providers may not give Members any of the above options in the event that a change to the purchased Travel Offer is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if identified at the time of booking) or a change of a destination airport or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

29.4 Where a Travel Provider cancels or makes changes to the purchased Travel Offer, Secret Escapes will not be responsible for any costs incurred by you.

29.5 In the rare cases that a Travel Provider cancels your booking after it has been accepted, you will be notified by the Travel Provider or Secret Escapes acting on the Travel Provider's behalf. As Secret Escapes is an agent acting on behalf of Travel Providers, and your contract for the Travel Offer is with the Travel Provider, we will use reasonable endeavours to assist you in getting a refund or changing your dates. However, Secret Escapes will not be responsible for any costs associated with a cancellation by the Travel Provider.

## 1. HOLDING

30.1 There is a 'hold' functionality available for most of our Travel Offers. This function works by allowing Members to pay a £25 fee to hold a particular date for a particular Travel Offer. 'Holding' a date for one instance of a Travel Offer does not constitute a booking; it simply prevents other Members from booking that specific instance of that Travel Offer. A hold is NOT a deposit on a Travel Offer and is not a guaranteed or confirmed Travel Offer.

30.2 In the event that a hold is cancelled by Secret Escapes due to that date being made unavailable by a Travel Provider, we will refund £25 using the method used to pay for the hold. In the event that you do not proceed to make the booking by the end of the offer period for that Travel Offer, we will credit your Secret Escapes Account with £25. In each situation, we will not be responsible or liable for any extra costs incurred by the Member (for example, if travel has already been booked separately).

## 1. YOUR FINANCIAL PROTECTION FOR AGENCY/TRAVEL OFFER SALES

31.1 All the Third Party Package Holidays we sell are protected by the third party package organiser (the Travel Provider). If you buy a single travel service then this does not apply.

31.2 When you buy an ATOL protected flight or flight inclusive holiday from the Travel Provider 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.

31.3 The Travel Provider, or the suppliers identified on your ATOL Certificate, will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither the Travel Providers nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the travel 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).

31.4 If the Travel Provider, or the suppliers identified on your ATOL certificate, are unable to provide the travel 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 travel services, including any claim against the Travel Provider, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 1. OUR LIABILITY TO YOU FOR AGENCY SALES

32.1 If Secret Escapes fails to comply with these Terms and Conditions, we will be responsible for the loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if the loss or damage was an obvious consequence of our breach or if the loss or damage was contemplated by you and us at the time we entered into the contract.

32.2 The maximum loss or damage we will be responsible for under paragraph 32.1 is limited to the booking fee you paid us when using the Services to purchase a Travel Offer to which the loss or damage you suffer relates.

32.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other limitation that is excluded by law from time to time.

32.4 This does not affect your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## SECTION C – APPLICABLE TO SECRET ESCAPES' PACKAGE HOLIDAYS

### 1. BOOKING PACKAGE HOLIDAYS

33.1 We sell two different types of Package Holidays where we are the organiser of the Package Holiday:

(i) "Single Contract Package Holiday" – this is where we have created or put together two or more different travel services (e.g. flight, hotel and/or car hire and/or excursion, tickets or ski passes, etc.) to create a Package Holiday ourselves. We sell this to you under a single contract and we act as the principal. For Single Contract Package Holidays, your contract for the Package Holiday will be with Secret Escapes. This will always be the relevant type of Package Holiday which comprises a London hotel and an excursion or tickets.

(ii) "Multi-Contract Package Holiday" – this is where you select two or more different travel services and we act as an agent for each Travel Provider of the relevant travel service (e.g. airline, hotelier and/or car hire company) in making the booking. For Multi-Contract Package Holidays, we arrange for you to enter into

separate contracts with each Travel Provider. It will be each relevant Travel Provider which will be the principal in the contract(s) with you for each separate travel service.

33.2 For the avoidance of doubt, where you have booked a deal which only includes a hotel room and services or facilities which are available at the hotel itself, this will not be a Package Holiday but an agency sale and subject to the terms in Sections A and B of these Terms and Conditions.

33.3 We will set out within our booking confirmation which type of Package Holiday booking you have made with us.

33.4 If your Package Holiday includes a flight, we will issue you with an ATOL Certificate. This will state that it is for a "Single Contract Package Holiday" when you have booked a Single Contract Package Holiday with us, or alternatively it will state "Multi Contract Package Holiday" where you have booked a Multi-Contract Package Holiday with us.

33.5 Secret Escapes does not itself own or provide any of the services, facilities or travel arrangements which make up your Package Holiday. These are provided by third parties whom we arrange to provide the services, facilities or travel arrangements which make up your Package Holiday (the Travel Providers). The terms and conditions of the Travel Providers shall also therefore apply to your Package Holiday booking.

33.6 All bookings for Package Holidays are subject to availability at the time of booking. We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the Package Holidays we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Package Holiday you have sought to book with us is not available.

33.7 You can book Package Holidays by following the process outlined on the Service. A contract will only come into existence between us when you have paid the price payable on booking and we have issued our booking confirmation to you. You acknowledge that by booking with us, you will be under an obligation to pay for the Package Holiday booked by you.

33.8 We may not issue a booking confirmation if we discover an error in the pricing of the Package Holiday (see paragraph 34 below) or if any part of the Package Holiday is no longer available.

33.9 If we are unable to accept your booking because, for example, we have no more vacancies remaining on your chosen dates, or because of an error in the price (see paragraphs 34.3 and 34.4 below) we will inform you of this by email and we will not process your booking. If you have already paid for the Package Holiday (or any part of it) we will arrange for monies paid for any part of the Package Holiday already paid to be refunded to you in full as soon as possible, unless you decide to use that payment towards a different booking.

33.10 The booking process on the Service allows you to check and amend any errors before submitting your booking for a Package Holiday. Please take the time to read and check your booking at each stage of the booking process.

33.11 Please make sure that you (and any travel companions) are eligible for the Package Holiday and are able to travel on the dates for which you have booked the Package Holiday before making a booking.

33.12 If you (or any travel companions) have any special requests you must let us know during the booking process. Secret Escapes will attempt to pass on all reasonable requests to the Travel Providers, but cannot guarantee that such requests will be met by the Travel Providers. Secret Escapes does not accept bookings that are conditional on the fulfilment of a special request.

33.13 If you have a medical condition or a member of your party is a person of reduced mobility, please let us know before making a booking so we can ensure that the Package Holiday is suitable for you.

33.14 You must keep the contact details we hold for you up-to-date so that we can contact you if necessary about your Package Holiday.

33.15 When you receive documentation for your Package Holiday, please ensure you check that all personal details are correct and in the event that the Package Holiday involves travelling abroad, that they match the names and ages on the passport(s). If this is not the case, please contact us as soon as possible.

33.16 In the event that tickets and/or travel documents do not arrive by post or email, please contact us.

## 1. PRICE OF PACKAGE HOLIDAYS

34.1 The price of any Package Holiday will be as quoted on the Service, except in cases of obvious error. The price of a Package Holiday includes VAT, together with any other relevant taxes such as Air Passenger Duty (where it applies).

34.2 The advertised price of any Package Holiday may change from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking. No changes in the price of a Package Holiday will affect any booking that we have already accepted other than as described in this paragraph 34.

34.3 We advertise a large number of Package Holidays and we try hard to ensure that the advertised price is always accurate, but due to the large number of Package Holidays on the Service, it is always possible that some of the Package Holidays listed on the Service may be incorrectly priced, despite our reasonable efforts to make sure that they are accurately priced. We will normally verify prices as part of our booking-handling procedure so that, if there is a mistake and a Package Holiday's correct price is less than the stated price, we will charge the lower amount when accepting the booking from you. If the Package Holiday's correct price is higher than the price stated on the Service, we will normally, and at our discretion, either contact you for instructions before processing your booking, or reject your booking and notify you of the rejection so that you can decide what you would like to do.

34.4 Please note that we are under no obligation to agree to supply the Package Holiday to you at the incorrect (lower) price, even after we have sent you a booking confirmation, if the pricing error is obvious and should reasonably have been apparent to you as a mispricing. In these circumstances, we may contact you for instructions or cancel your booking and notify you so that you can decide what you would like to do.



34.5 We may change the price of your Package Holiday after we have issued our booking confirmation in order to pass on to you changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties other than the Travel Providers, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates relevant to the Package Holiday. We shall only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your Package Holiday, together with a calculation and an explanation for this change.

34.6 If the price of your Package Holiday is increased by more than 8% of its total price, then you may:

- (i) accept and pay for the price increase;
- (ii) reject the price increase and terminate your Package Holiday with a full refund; or
- (iii) reject the price increase, terminate your Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative Package Holiday, we will inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 43 below.

34.7 We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package Holiday and provide you with a refund.

34.8 If you decide to reject the price increase and terminate your Package Holiday with a full refund, you may also be entitled to compensation in accordance with paragraph 43 below.

34.9 You will be entitled to a price reduction corresponding to any decrease in the costs described in paragraph 34.5 above which occur after you have booked but before the start of your Package Holiday, although we will be entitled to deduct our administrative expenses of this process. You will be entitled to ask for a breakdown of these administrative expenses.

## 1. PAYMENT

35.1 When you make a booking with us for a Package Holiday, you must pay the amount stated at the time of booking. You must pay the full amount due by the date(s) set out in your booking confirmation. If the sum is not paid in full by the due date, we may cancel your booking immediately and charge you a cancellation fee in accordance with paragraph 37 below. If you have already made a payment to us, we will deduct these charges from the payment already made to us before returning the balance to you or, where that payment is not sufficient to meet our liability, you agree to pay us the additional sum. In the event of such cancellation, we shall have no liability to you and the provisions of paragraph 38 below shall not apply.

35.2 We will accept payment from you in accordance with the payment methods listed on the Service.

35.3 By making a booking through the Service, you are confirming that the payment details provided on the booking are valid and correct. If any payment method is rejected, we may contact you requesting an alternative payment method or we may cancel your booking.

35.4 If you have any query about an amount that has been charged by us to your credit or debit card, please contact us straight away. In the event that we find a payment has been taken in error we will refund the amount immediately to your credit or debit card.

35.5 In relation to ATOL protected flight-only sales or flight-inclusive Package Holidays, money accepted by our agent from you is held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by our agent, or is subsequently accepted from you by our agent, is and continues to be held by our agent 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 him on our behalf at all times.

## 1. ALTERATIONS BY YOU

36.1 If you wish to make a change to your booking after we have issued our booking confirmation, please contact us. We do not have a legal obligation to make such changes but we may, at our sole discretion, try to accommodate your request. Please understand that it is often not possible for us to do so as changes may depend on availability and the terms and conditions of our Travel Providers.

36.2 Any request for a change to a confirmed booking must be made by the Lead Name on the booking and we may require this to be confirmed to us by email.

36.3 If we agree to make a change, we reserve the right to apply a per person administration charge (the amount of which will be notified to you at the time of making your request) for the making of your required change plus any cost we incur in making the change (including, without limitation, charges which are imposed on us by the Travel Providers for making the change). This could be substantial and such costs tend to increase the closer to the departure date that the change is made. For instance, certain elements of the Package Holiday (e.g. a flight) may incur a 100% cancellation charge.

36.4 You may transfer your Package Holiday to another person who satisfies all the conditions applicable to the Package Holiday, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer. In order to take advantage of this possibility, you must contact us at the details set out in paragraph 21 above. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days before departure shall be considered to be reasonable.

## 1. CANCELLATIONS BY YOU

37.1 Except where specified in an offer, you do not have a right to cancel your booking without charge. However, you, or a member of your party, may cancel your booking at any time by giving us written notice by an email (to [customersupport@secretescapes.com](mailto:customersupport@secretescapes.com)) or by post to Customer Services, Secret Escapes Limited, 120 Holborn, London EC1N 2TD. Any such notice of cancellation must be given by the Lead Name on the booking.

37.2 You may incur costs in cancelling confirmed bookings. For example, the arrangements entered into with the Travel Providers may be non-refundable. Accordingly, even if you cancel your booking in advance of travel, you (or we) may still have liabilities to pay the Travel Providers. In these circumstances, where you cancel your booking, you will be charged a cancellation fee per person which reflects the losses and costs which you (or we) incur (or have incurred) in cancelling the booking. We also reserve the right to charge an additional per person administration charge which we will inform you of before processing the cancellation. If you have already made a payment to us, we will deduct these charges from the payment already made to us before returning the balance to you or, where that payment is not sufficient to meet our liability, you agree to pay us the additional sum. Different cancellation fees apply depending on the type of offer booked and, where different, these will be specified in an offer and your booking confirmation.

37.3 In addition to the cancellation right set out above, you shall have the right to cancel your booking before the start of the Package Holiday without paying any cancellation charge in the event of Unavoidable and Extraordinary Circumstances (which is described in paragraph 13 above) (Events Outside Our Control) occurring at the place of destination or its immediate vicinity, where we have confirmed to you that they will significantly affect the performance of the Package Holiday, or that they will significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to your booking but you will not be entitled to compensation or any of the rights set out in paragraph 43 below.

## 1. CANCELLATIONS AND AMENDMENTS BY SECRET ESCAPES BEFORE DEPARTURE

38.1 As the arrangements which make up your Package Holiday are planned many months in advance, from time to time we (or the Travel Providers) may need to make a change to your purchased Package Holiday. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of the Package Holiday, or where we cannot fulfil any of your special requirements which we have accepted.

38.2 In the unlikely event that we have to make a significant change to your Package Holiday, we will tell you as soon as reasonably possible. You will then have the option to:

(i) accept the proposed change. If this results in a Package Holiday of lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 43 below;

(ii) reject the proposed change and terminate your Package Holiday with a full refund; or

(iii) reject the proposed change, terminate your Package Holiday and take an alternative one if we decide to offer this. If you decide to take an alternative Package Holiday, we will inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 43 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the proposed change. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package Holiday and provide you with a refund.

38.3 If you decide to reject the proposed change and terminate your Package Holiday with a full refund, you may also be entitled to compensation in accordance with paragraph 43 below.

38.4 We may not give you any of the above options in the event that a change to the purchased Package Holiday is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if advised), a change of a destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

38.5 On rare occasions, we may have to cancel your Package Holiday and we reserve the right to do so. If we have to do so, we will notify you as soon as possible. We will also offer you an alternative Package Holiday if we are able to do, and inform you of its impact on the price of your booking. If the alternative Package Holiday is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 43 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the Package Holiday.

38.6 If we cancel your Package Holiday, you may be entitled to compensation in accordance with paragraph 43 below except where we are prevented from providing the Package Holiday because of (i) Unavoidable and Extraordinary Circumstances; or (ii) the number of persons who agree to take the Package Holiday is less than the minimum number required and you are informed of the cancellation, in writing, within the period indicated in the description of the Package Holiday.

## 1. OUR RESPONSIBILITY FOR THE PERFORMANCE OF YOUR PACKAGE HOLIDAY

39.1 Secret Escapes does not itself own or provide any of the services, facilities or travel arrangements which make up your Package Holiday. These are provided by third party Travel Providers. Our role is to exercise reasonable skill and care in making your booking and, for Single Contract Package Holidays, to exercise reasonable skill and care in making the arrangements for the Travel Providers to provide the services, facilities and travel arrangements to you.

39.2 We also have a liability to you for the performance of the travel services included in your Package Holiday under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR"), irrespective of the fact that such travel services are to be performed by the Travel Providers.

39.3 You must tell us immediately of any failure to perform or improper performance of your Package Holiday ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with paragraph 43 below.

39.4 If a significant proportion of the travel services included in your Package Holiday cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Package Holiday. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in paragraph 43 below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 43 below.

39.5 If a Failure substantially affects the performance of the Package Holiday, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your Package Holiday or terminate your booking without paying a termination fee. If you decide to terminate, then if your Package Holiday included carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 43 below.

39.6 If we are unable to ensure your return to your place of departure as agreed in your Package Holiday because of Unavoidable and Extraordinary Circumstances, we shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package Holiday.

39.7 If a longer period of accommodation than that referred to in paragraph 39.6 above is provided for in Union passenger rights legislation (as described in the PTR) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described in paragraph 39.6 in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

#### 1. YOUR FINANCIAL PROTECTION – FLIGHT INCLUSIVE PACKAGE HOLIDAYS

40.1 We provide full financial protection for our Package Holidays and ATOL protected flight only sales by way of our Air Travel Organiser's Licence number 11257 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk).

40.2 When you buy an ATOL protected flight or flight inclusive Package 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.

40.3 We, or the Travel Providers identified on your ATOL Certificate, will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the Travel Provider are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the travel 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).

40.4 If we, or the Travel Providers identified on your ATOL certificate, are unable to provide the travel 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 travel 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 reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

40.5 To the extent that you have purchased an ATOL protected Package Holiday with Secret Escapes credit that has not been purchased as a gift card, or is not part of a refund credit note (see paragraph 47 below), the value of the credit used in the booking will not be financially protected.

#### 1. YOUR FINANCIAL PROTECTION – NON-FLIGHT INCLUSIVE PACKAGE HOLIDAYS

41.1 When you buy a Package Holiday that does not include a flight, protection is provided by way of a trust account with Serenity Travel Trusts, a trading name of Travel Trust Services Ltd, Enlightened House, 60 Featherbank Lane, Horsforth, Leeds, LS18 4NW, contact <http://serenitytrusts.co.uk/for-consumers/>.

##### 1. FINANCIAL FAILURE OF THE TRAVEL PROVIDER

42.1 In the event that one of the Travel Providers ceases to trade and/or accept your booking during your Package Holiday, you must contact us immediately to inform us and allow us to make alternative arrangements. We will accept no liability for costs and expenses you incur in circumstances whereby you have not given us a reasonable opportunity to make alternative arrangements.

42.2 In making alternative arrangements, we will aim to replace the travel component provided by the failed Travel Provider with one which is of a higher quality, equivalent, or as near equivalent as possible in the circumstances.

##### 1. PRICE REDUCTION AND COMPENSATION FOR DAMAGES

43.1 You will be entitled to an appropriate price reduction for any period during which there is a Failure, unless the Failure is attributable to you.

43.2 You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

(i) attributable to you;

(ii) attributable to a third party unconnected with the provision of the travel services included in the Package Holiday and is unforeseeable or unavoidable;

(iii) or due to Unavoidable and Extraordinary Circumstances.

43.3 We shall not be liable to pay compensation to you in connection with your Package Holiday where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of our Travel Providers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Package Holiday. Please ask us for copies of these international conventions if you would like to see them.

43.4 Our liability will also be limited in accordance with the contractual terms of the Travel Providers which provide the transportation element of your Package Holiday and in an identical manner as if such limitations applied directly to us.

43.5 Our liability to you in connection with your Package Holiday shall be limited to a maximum of three times the cost of your Package Holiday, except in cases involving death, injury or illness where we or our Travel Providers have caused such damage intentionally or with negligence.

43.6 If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

43.7 Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Package Holiday, except in cases involving death, injury or illness where we have caused such damage with negligence.

#### 1. PROMPT ASSISTANCE IN RESORT

44.1 We shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

44.2 If you are in difficulty and you need our assistance, please contact us using the details set out in paragraph 21 above.

#### 1. FLIGHTS WITH LOW-COST AIRLINES

45.1 If, in connection with our Services, you request the purchase of a flight supplied by a Low-Cost Airline (whether as part of a Package Holiday or on its own), we will act as your agent in making the booking and we will take payment from you to enable us to make the booking as your agent and not as agent for the Low-Cost Airline that is the Travel Provider.

#### 1. FLIGHTS WITH TRADITIONAL AIRLINES

46.1 If, in connection with our Services, you request the purchase of a flight supplied by a Traditional Airline (whether as part of a Package Holiday or on its own), these flights are provided by Gold Medal Travel Group PLC ("Gold Medal"), which acts as an agent for the Traditional Airlines with authority to issue tickets for travel. We act as an agent for Gold Medal. This means that we act on behalf of Gold Medal and provide a platform through which you can enter into a contract with Gold Medal for the provision of flights with Traditional Airlines. We do not directly enter into a contract with you to provide any Traditional Airline tickets you purchase. We do not act as an agent for you in relation to negotiating or concluding any contract between you and Gold Medal. Your contract for the Traditional Airline tickets is provided by Gold Medal acting as agent for the Traditional Airlines. As such, these Terms and Conditions govern your use of our Services but the provision of the Traditional Airline tickets will be subject to the terms and conditions of the airline with whom you have booked (the "Traditional Airline T&Cs").

46.2 By using the Services to purchase Traditional Airline tickets from Gold Medal, you agree to the Traditional Airline T&Cs and you agree that you are contracting directly with the Traditional Airline (via the Traditional Airline's agent Gold Medal) in relation to the Traditional Airline ticket purchased.

46.3 Secret Escapes does not itself own or provide any of the Traditional Airline tickets. These are all provided by Gold Medal (as agent for the Traditional Airline). If, after purchasing a Traditional Airline ticket, you have any queries or concerns about the Traditional Airline ticket, please contact the relevant Traditional Airline directly.

46.4 As your contract for the Traditional Airline ticket will be between you and the Traditional Airline, we will not be in any way responsible for the delivery of the Traditional Airline ticket or flight. As such, we do not accept any responsibility or liability for any loss you suffer as a result of availing yourself of the Traditional Airline ticket or flight.

#### 1. REFUND CREDIT NOTES

This section applies to any customers that have been issued with a refund credit note.

47.1 Your refund credit note ("RCN") acts as an amendment to an existing booking, allowing you to amend your destination and travel dates. You will see a credit for the full value of your original booking in the "Account" section of the website.

47.2 The RCN credit can be applied to any sales listed on the website, although please note that if you choose to book a sale that is not a Secret Escapes package (such as a hotel only booking), you will lose the ATOL protection on the RCN. All booking amendments are subject to current availability which you can view on the website.

47.3 Your RCN is valid for the period of time stated on the document. To the extent that you have not used the credit by the end of the validity period, you will be refunded the balance in cash. We will contact you at the time to arrange the best payment method to do so.

47.4 Your original package booking, and any subsequent amendment to another Secret Escapes package, remains financially protected under the ATOL scheme. Please keep a copy of your RCN and your original ATOL certificate as evidence of your entitlement to ATOL protection. Please refer to paragraph 40 of these terms and conditions for more information about ATOL protection.

47.5 Where you use a RCN to make a booking valuing less than the value of the RCN, the balance will remain in your account as credit but will no longer be financially protected under the ATOL scheme.

These Terms and Conditions were last updated on 16 December 2020.