

# Together Week & Together Weekend

## ***Terms and Conditions***

2017

The booking conditions set out in this document are related to all of the trading names under our company (Company number 6587398).

These names are:

1. Together Week
2. Together Weekend
3. Together

Please note however that we will refer to ourselves as Together throughout the booking conditions as this is who your contract will officially be with.



## **1. Your commitment to us**

When you make a booking you are confirming that you understand and have accepted on behalf of yourself and all members of your party our Important Holiday Information that forms our booking conditions. All contracts with Together are made subject to these booking conditions and are subject to English law and the jurisdiction of the English Courts or, if your booking was made in Scotland, to Scottish law and jurisdiction. Many airlines now require the full name of all passengers travelling. Together will therefore ask you at the time of booking to provide us with your first forename (as shown in your passport) as well as your title and surname. We accept various methods of payment, however please note that if you choose to pay by credit card, there will be an additional charge levied for this payment method. Please also be aware that the additional charge will be levied upon every occasion you opt to use the credit card option (if you are paying in instalments and not in full). You can of course opt for an alternative method of payment i.e. cheque, bank transfer or by debit card.

## **2. Our commitment to you**

Your contract is with company number: 6587398. We will arrange to provide you with the various services, which form part of the holiday you book with us. A booking is not accepted until we issue a confirmation invoice. The date shown on the invoice which will be sent to you is the date of booking. It is important to check the details on the invoice when you get it. In the event of any discrepancy please contact us immediately. The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked with us and for your repatriation in the event of our insolvency. We provide this security through a trust account, giving you peace of mind that all money you have paid for the cost of your holiday package, is 100% covered. Together offers you the flexibility to create your own holiday from the range of accommodation and services available. Because of the wide choice, it is not possible to list every price on every date. A 'from' price is indicative of the lowest price available for the hotel or itinerary featured but this may vary depending on a number of factors such as your date of travel and choice of accommodation. To help you in choosing a holiday which is tailor made by us to your requirements, please call our Sales team, or visit our website for further information about services and prices. We will be happy to provide you with an up to date quote.

## **3. Paying for your holiday**

At the time of the booking you will be notified as to whether the booking requires full payment or a deposit can be made to secure the holiday. All deposits are non-refundable and cancellation charges apply to your full holiday balance, please refer to our cancellation policy for further details on this. In some cases, the full holiday cost may be non-refundable, if this is the case you will be notified at time of booking. If you have paid a deposit, once this is received a balance invoice will be sent to you detailing the total cost due.



## **4. Payment dates**

### **4.1 USA, UAE + Non-European countries**

If full payment isn't taken at the time of booking, then full payment is due not less than 31 days before the date of departure. If you do not pay in full 31 days before the date of departure, we reserve the right to cancel your booking and forfeit your deposit by way of cancellation charges. If you make a holiday booking within 60 days of the departure date, then you must pay the full cost of the holiday at the booking stage.

### **4.2 European destinations**

If full payment isn't taken at the time of booking, then full payment is due not less than 31 days before the date of departure. If you do not pay in full 31 days before the date of departure, we reserve the right to cancel your booking and forfeit your deposit by way of cancellation charges. If you make a holiday booking within 60 days of the departure date, then you must pay the full cost of the holiday at the booking stage.

## **5. ATOL**

### Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme.

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.



## **6. Insurance**

We strongly recommend that you have full travel insurance to cover the activity on your holiday.

We have arranged suitable public liability insurance that will cover you for all the activities we have arranged during your holiday. You need to have your own travel insurance and provide us with those details in case of emergency. You should also check with your doctor that you are sufficiently fit and healthy to undertake the physical activity we have arranged. Please check with your own doctor that you are adequately fit.

## **7. Events**

When we book an event ticket for you, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the event itself, and those responsible are not our suppliers. The tickets may contain important information and conditions, which you must read carefully. Tickets are non-transferable unless otherwise stated. Unfortunately, whilst rare, events can be cancelled, postponed, abandoned or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding events, players and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation of an event other changes is entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them.

We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed program or itinerary, even where this involves the cancellation of an event that may have been your main reason for making your booking. We will always do our best to find a suitable alternative, but cannot promise to be able to do so. If, however, we obtain a refund from the supplier / organiser, this will be passed on to you.

All of the tickets purchased directly from Together are authentic and obtained through the official channels. In some cases, tickets may be in the form of season ticket cards, and clear instructions regarding the safe return of the tickets after the game will be supplied to you. Returning the tickets is your responsibility and in the case that they are lost or stolen then please contact us immediately. Re sale of tickets or temporary season ticket cards is strictly prohibited. We accept no liability for the cancellation or alteration of an event. No refund or compensation or other sum will be paid by us if we are unable to retrieve this from our suppliers. In some cases, we will not be able to alter arrangements and we will continue to supply the original travel services that we have agreed to supply you. This applies even where there has been the cancellation of an event that may have been your main reason for booking.

## **8. If you want to change your holiday**

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. The person who made the original booking must make any request for changes in writing. If it is possible to make the change, it will be subject to an



administration charge of £30 per booking, and payment of any further costs incurred as a result of the change. If you change your booking to a holiday of lower value, and then cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking.

To change your name on flights you must revert directly to the airline and pay an additional cost if they agree to make the change. Airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the airfare.

## **9. Transferring bookings**

If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or significant reason, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the package, subject to both persons accepting liability for full payment of the holiday cost and any additional costs arising from the transfer. This will also be subject to our hotels approval. We must be given at least 31 days' notice prior to the departure date to submit the transfer request. There will be an administration charge of £30 per person for this.

## **10. If you want to cancel your holiday package.**

\*\*\*Please note that all deposits and some other booking elements are non-refundable.

Please email [info@together.travel](mailto:info@together.travel) to notify of any cancellations. We will reply and confirm or decline your request within 24 hours.

If you or anyone on your holiday booking decides to cancel the holiday you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24-hours by the person who made the original booking. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24-hours of the original notification. A cancellation invoice will be sent to you within 7 days, if you do not receive this please contact us immediately in order to prevent an increase in charges. Should you already be in receipt of your airline tickets please also return these to us along with your cancellation request.

All final payments must be made by 31 days prior to your trip date.

For holidays which pay a low deposit and then a payment plan the following scale of charges will be payable depending on when the notification of cancellation is received.

### **UK CUSTOMERS**

- Prior to 31 days before the trip date = Loss of deposit and first subscription payment
- 31 – 15 days = 75% cancellation fee with 25% refund to your allotted card.
- 15 – 0 days = 100% cancellation fee



\*\*\*Please note an additional £75 charge will be added to long haul cancellations.

#### NON UK CUSTOMERS

- Prior to 31 days before the trip date = Loss of deposit
- 31 – 15 days = 50% cancellation fee
- 15 – 0 days = 75% cancellation fee

#### 11. If you want to cancel your entertainment only package

\*\*\*Please note that all deposits and some other booking elements are non-refundable.

Please email [info@together.travel](mailto:info@together.travel) to notify of any cancellations. We will reply and confirm your request within 24 hours.

- Prior to 31 days before the trip date = Loss of deposit
- 31 – 15 days = 50% cancellation fee with 50% refund to your allotted card.
- 15 – 0 days = 75% cancellation fee with 25% refund to your allotted card.

#### 12. If we change your holiday before your departure

Please email [info@together.travel](mailto:info@together.travel) to notify of any cancellations. We will reply and confirm or decline your request within 24 hours.

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally, changes may have to be made (e.g., to itineraries, venue accommodation, team members or other arrangements), which we reserve the right to do at any time. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure. Should a significant change occur, then provided that it does not arise through circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, booking another holiday with us, or cancelling your holiday and receiving a full refund (unless the break includes sports tickets. In this case please refer to our sports tickets and match change protect section outlined in section 7). If you choose another holiday that is more expensive you must pay any difference, but if it is cheaper we will make the appropriate refund.

#### Important Notes

(a) Compensation payments will not apply if payment of your holiday has not been received by Together by the stipulated payment date.



(b) Compensation will not be paid if Together are forced to cancel or in any way change your holiday as a result of unusual or unforeseeable situations outside our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

### **13. If we cancel your holiday**

We reserve the right in any circumstances to cancel your holiday for any reason. However we will not cancel your holiday within 63 days of departure (14 days for holidays including sports event tickets) unless it is for a reason outside our control (see changes due to circumstances beyond our control). If we have to cancel your holiday we will offer you:-

- . (a) Alternative travel arrangements of equivalent or of very closely similar standard and price, if available
- . (b) Travel arrangements of a lower standard and a refund of the difference in price; or
- . (c) A full refund of all monies paid. The exception to this is where flights from a low cost/budget airline have been included in your holiday (including but not limited to Easyjet, Ryanair, Jet 2, Monarch, British Airways (Domestic/Europe), Aer Lingus, KLM, FlyBe, Germanwings). The cost of your flight in this instance will be non-refundable. Compensation as offered for 'significant changes' will also be paid unless the holiday is cancelled because you have failed to pay on time or as a result of circumstances beyond our control. No compensation is payable if the holiday is cancelled because the number of persons who agreed to take it 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.

### **14. Minimum Numbers**

We don't operate a minimum numbers policy

### **15. Tours**

Whilst every effort is made to operate a tour as advertised, on occasion it may be necessary to make changes to the accommodation, the routing or order of an itinerary. Unless the change significantly alters the holiday, compensation will not be payable for minor alterations to the itinerary or nightly accommodation.

### **16. Accommodation in the Tropics**

In many hotels, especially beach resorts 'insects' in the rooms (e.g. cockroaches etc.) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply a fact of life in these destinations. Views from some hotel rooms may be partly obscured by palm trees and other vegetation



that can grow very quickly in tropical climates.

## **17. Water sports & other activities**

Many hotels offer water sports and other sporting activities, in some cases these may be free of charge. Please note that in the interest of your personal safety, the operators of these activities may require that you demonstrate your competence (for example a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety.

## **18. Behavior**

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behavior is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

## **19. Accommodation**

Please note that some hotels make small, daily, local charges for additional room facilities e.g. an in-room safe, resort facilities and on-site parking. These charges are not pre-payable and may not be included in your holiday price but are advertised at hotel check-in and payable locally

## **20. Lost Items**

If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return.

## **21. Complaints**

Please email us [info@together.travel](mailto:info@together.travel) - Do not write to us via mail.

If you have cause for complaint whilst on holiday, you must bring it to the attention of the hotel immediately. They will do their best to rectify the situation. If your complaint cannot be resolved locally, you must advise us in writing on your return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

## **22. Our commitment to you for your holiday arrangements**

(a) The air holidays and flights are ATOL protected. We hold an Air Travel Organisers' Licence (ATOL Number is 10677) granted by the Civil Aviation Authority. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). (b) Subject to (d), we will accept responsibility if due to fault on our part, or that of our agents or suppliers, any part



of your holiday arrangements booked before your departure from the UK is not as described, or not of a reasonable standard, or if you or any member of your party is killed or injured as a result of an activity forming part of those holiday arrangements. We do not accept responsibility if and to the extent that any failure of your holiday arrangements, or death or injury: is not caused by any fault of ours, or our agents or suppliers; is caused by you; is caused by someone not connected with your holiday arrangements or is due to unforeseen circumstances which, even with all due care, we or our agents or suppliers could not have anticipated or avoided. (c) For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price, the person affected, paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Where enjoyment of only some days has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to £50 per day per person affected.(d) Subject to (b) above, if any failure in your holiday arrangements relates to, or if you or any member in your party is killed, injured or becomes ill during or as a result of, carriage by aircraft, ship, train or coach forming part of the holiday arrangements booked before departure from the UK, our liability to pay compensation and/or the amount of compensation we will pay is limited in accordance with the liability of the carrier under any international convention which governs such services. International Conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; and, in respect of carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained in the case of death or bodily injury caused by an accident which takes place on board the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to you and limit compensation under international conventions. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk). (e) Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier. (f) If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of



any payment we make. (g) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Together has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of circumstances beyond our control we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. You should have adequate travel insurance for your holiday and claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (d).

### **23. Curtailment**

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **24. Passports**

If you wish to travel abroad you must hold a ten-year passport, even for a day trip. Persons over 16 on day of travel must have their own passport. On a family passport the lead name must travel. Apply in good time to the UK Passport Office 0870 521 0410. For non-UK residents you should contact your consulate or embassy. Ensure your passport is valid for the duration of your trip. Some countries have an immigration requirement for a passport to remain valid for a minimum period (usually six months) beyond date of entry to the country. This is a requirement of the country concerned, not the UK Passport Office. Any questions should be addressed to the relevant consulate or embassy. Foreign Nationals and all non-UK passport holders must check with the appropriate consulate or embassy before travel.

### **25. Visas**

You may require a visa to enter the country you are travelling to. For all visa enquires contact the consulate or embassy of the country you plan to visit. If you are a British Dependent Territories Citizen, British Overseas Citizen, British Subject, British National Overseas, or a British Protected Person, you may need a visa that is not required by British Citizens. Foreign Nationals and all non-UK passport holders must check with the appropriate consulate or embassy before travel.

We will not refund your total package cost if you are denied access to a country due to a visa issue.

For USA arrivals please download and submit an ESTA visa within 14 days of your booking date.

You will be responsible to check and confirm any Visa requirements, please visit [www.fco.gov.uk](http://www.fco.gov.uk) for more information



## 26. Medical Advice

Some countries impose health restrictions and require vaccination certificates. These can vary from time to time and country to country (e.g. BSE & Bird Flu or Yellow Fever & Malaria). Under certain circumstances you may not be allowed to travel if you fail to meet certain requirements. It is your responsibility to ensure that you and your party are aware of, and abide by, all restrictions. You should check with the appropriate consulate or embassy before travel. Together is not qualified to give specific personal medical advice regarding vaccinations, inoculations or any other form of treatment you may need. We strongly suggest that you consult your doctor or qualified medical professional before travel. General advice regarding all aspects of foreign travel is available from The Foreign & Commonwealth Office on 0845 850 2829, or follow the link at [www.fco.gov.uk](http://www.fco.gov.uk)

## 27. Data Protection Policy

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines. We may use your information for the purposes set out in our data protection registration with the Office of the Information Commissioner. We may disclose the same to companies in the Together for business purposes and to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be “sensitive personal data” within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group immediately. From time to time we may contact you by post with information about special offers or holidays. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information that we hold about you. You will be charged a fee for this. For any requests please email us [info@together.travel](mailto:info@together.travel) - Do not write to us via mail.

