



## Booking Conditions

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Solves Travel Ltd (trading as Real Lesvos), 18a King Street, Maidenhead, England, SL6 1EF , company number 12930326 (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

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

- has read these Booking Conditions and has the authority to and does agree to be bound by them;
- consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions, disabilities and dietary requirements); and
- is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of your party are of the appropriate age to purchase those services;
- accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

PLEASE NOTE: We act as Agent in the sale of all bookings for travel arrangements (‘Arrangements’) such as care hire. We make these bookings as agent on your behalf, and accept no liability in relation to any contract you enter into for these Arrangements or the acts or omissions of any supplier or other person(s) or party(ies) connected with these Arrangements. For all Arrangements, your contract will be with the supplier of the Arrangements in question (the Supplier/Principal).

Occasionally, when you book one Arrangement, you may be contacted with the option to book a second Arrangement in connection with your initial Arrangement booking within 24 hours. In such instances, if you proceed with this proposed additional Arrangement, this may create a Linked Travel Arrangement. Where a Linked Travel Arrangement is created, please see condition 2 for more information, as further protection in regard to the first part of your Linked Travel Arrangement will be put into place on your behalf.



## 1. Contract

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

Your booking is confirmed and a contract between you and the Supplier/Principal will exist when we send you confirmation on their behalf.

## 2. Booking

When a booking is made all details will be read back or displayed again to you. Once you have confirmed these details we will proceed to confirm the booking with the Supplier/Principal.

Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant Supplier/Principal of your Arrangements or other persons necessary for the provision of your Arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. **Please note, if you book more than 2 Arrangements with us this may create a Linked Travel Arrangement. In such instances, condition 3 below will apply to how your booking is made and which protections you are afforded.**

## 3. Linked Travel Arrangements

### Definition

A "Linked Travel Arrangement" will be created when you purchase at least two different types of travel services facilitated by us on behalf of a Supplier/Principal, which you have purchased for the purpose of the same trip or holiday if:

- a. on the occasion of a single visit to our website or during a single phone call with us you separately select, book and pay for each travel service; or
- b. if after you have made a booking, we send you targeted advertising that results in you purchasing a separate travel service, from another company, and that purchase is



concluded at the latest 24 hours after the confirmation of your booking of the first travel service with us.

Most commonly, it will be the case that a Linked Travel Arrangement will be created where you separately book one Arrangement through us and we then send you targeted advertising resulting in you purchasing a second Arrangement (within 24 hours of the conclusion of the first Arrangement booking) for the purposes of the same trip, even where you contract with a separate Supplier/Principal.

Where we facilitate an Arrangement in such a way as to create a Linked Travel Arrangement, we will inform you that this is the case.

You may decide to book multiple Arrangements at the same time for the purpose of the same trip. However, at no point do we offer or sell multiple Arrangements at an inclusive or total price. The prices for each individual Arrangement are always shown as a separate charge and you will be directed to make payment separately for each individual Arrangement, whether via the Website or directly to the Supplier/Principal. This means that your booking does not and will not constitute a "Package" as defined in the Package Travel and Linked Travel Arrangements Regulations 2018 (PTRs).

### **Our Obligations for Linked Travel Arrangements**

It is important to note that where you purchase a Linked Travel Arrangement, you will not benefit from rights applying to packages under the PTRs.

We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents. In case of problems please contact the relevant Supplier/Principal.

If you book Travel Arrangements in such a way as to create a Linked Travel Arrangement, we will be required to provide a limited form of financial protection for the Travel Arrangements purchased. In this regard we have, as required by the PTRs, protection in place to refund your payments to us for services not fully performed because of our insolvency and (where necessary and applicable) for your repatriation. This financial duty is our only obligation to you. We are not liable in relation to the performance of the Arrangements and does not provide a refund in the event of the insolvency of the relevant service provider.

### **Insolvency Protection**

We provide full financial protection for our Linked Travel Arrangements by way of a trust account (under Solves Travel Ltd) PTS Member Number 5772 with Protected Trust Services (PTS) (company number 06181223) of 307, 315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX, website: [www.protectedtrustservices.com](http://www.protectedtrustservices.com) and telephone: 020 7190 9988.



PTS protects consumer bookings by ensuring that all payments made by consumers for the first Arrangement of the Linked Travel Arrangement with a PTS member, are placed into a trust account.

All consumers with a PTS protected booking will be provided with a link to the PTS system, showing all (i) deposits made into the trust account and (ii) withdrawals out of the trust account, for the purposes of the PTS protected booking. We suggest that you check all payments are visible on the PTS system to ensure full PTS protection.

For further information, or if you have any questions about the PTS system, please see PTS's customer protection page, available at [www.protectedtrustservices.com/services/consumer-protection/](http://www.protectedtrustservices.com/services/consumer-protection/) or contact us directly.

#### **4. Payment**

In order to book your chosen Arrangements, you must pay a deposit as required by the Supplier/Principal of the Arrangements (and/or full payment if booking within 4 weeks of departure or as requested by the Supplier/Principal). You must also pay all applicable insurance premiums and booking fees.

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

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

#### **5. Prices**

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

#### **6. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Arrangements that you wish to book before you make your booking.

#### **7. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you



choose to travel without adequate insurance cover, we the Supplier/Principal will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **8. Special requests**

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

## **9. Changes and Cancellations by you**

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). We do not currently charge an administration fee per booking for any amendments to bookings nor any administration fee for cancellations - as set out in the Service Charges table below. We will notify you of the exact charges at the time of amendment or cancellation. We may decide to waive our charges in certain circumstances.

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

## **10. Changes and Cancellations by the Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Arrangements or to cancel them. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

## **11. Our Service Charges**

In certain circumstances we apply a service charge for the agency service we provide, in addition to any charge levied by the Supplier/Principal, as in following table. Currently we do not apply an agency service charge (in addition to the charge levied by the Supplier/Principal) for cancellation, amendment, special requests after the booking has been confirmed nor for collection of surcharges/additional taxes:



SERVICE	CHARGE
Cancellation or amendment	Supplier/Principal's charge
Special requests after booking has been confirmed	Supplier/Principal's charge
Collection of surcharges/additional taxes	Supplier/Principal's charge
Arranging Passports and Visas	Passport/Visa fee + please contact us for a quote for these services

## 12. Our responsibility for your booking

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

## 13. Entry, Passport, Visa, and Immigration and Health Formalities

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 10 weeks before your arrangements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).



For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

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

Non British passport holders, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

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

#### **14. Accommodation Bookings**

The accommodation you book will typically be available from 4pm on the agreed arrival date, until 10am on the agreed departure date, the precise times of availability will be specified on your booking confirmation. The Supplier/Principal may, at their discretion, allow earlier access or late departure upon request but we cannot guarantee this.

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

#### **15. Excursions, Activities & Transfers**

Excursions, activities, transfers or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion, activity, transfer or other tour that you book, your contract will be with the operator of the excursion, activity, transfer or tour and not with us. We are not responsible for the provision of the excursion, activity, transfer or tour or for anything that happens during the course of its provision by the operator.



## 16. Complaints

Because the contract for your Arrangements is between you and the Supplier/Principal, any queries or concerns about your Arrangements should be addressed to them. If you have a problem with your Arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

We will of course assist you with this if you wish - please contact us at [info@reallesvos.com](mailto:info@reallesvos.com) or telephone us on 0333 305 5225.

If you wish to complain about any service we have provided to you (i.e. our agency booking service) then please contact us directly.

## 17. Your Behaviour

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

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

## 18. Delivery of documents

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted or emailed will be sent to you by post or email as appropriate. Once documents leave our offices we will not be





responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges in "Our Service Charges".

## **19. Documentation & Information**

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

## **20. Events Beyond Our Control or the Supplier/Principal's Control**

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

Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events our or the supplier(s) concerned's control.

## **21. Foreign Commonwealth and Development Office Advice**

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control (see condition 20).

## **22. Law and Jurisdiction**

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

