1. **Our details**

Options Supported holidays Limited (referred to herein as ‘OSH’) is a UK company 04839964 with its registered office at Unit 1 Down Farm, South Cerney, Gloucestershire, GL7 6DD, 01285 740491 office@optionsholidays.co.uk

**Your holiday booking**

A booking will exist as soon as we issue a confirmation invoice. This booking is made on the terms of these booking conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

1. **Paying for your holiday**

When you make a booking you must pay a deposit of 25% of the holiday cost per person. This must be paid within 21 days of booking, or you risk losing the holiday place. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date for UK holidays and 14 weeks before your departure date for holidays overseas. If the deposit and/or balance is not paid on time, we may cancel your travel arrangements without refunding your deposit or you may incur a late payment charge of £25 plus any further costs incurred. To ensure our groups are seated together on the same flight, flight bookings are made approximately 14 weeks prior to the holiday departure date. Late payments and booking after the balance due date will mean individuals are responsible for any additional costs incurred as a result.

1. **If you cancel your holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our office. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

|  |
| --- |
| UK HOLIDAYS |
| **Number of days before departure date** | **Cancellation charge** |
| More than 8 weeks | Loss of deposit |
| 4 to 8 weeks | 75% of holiday cost |
| Less than 4 weeks | 100% of holiday cost |

|  |
| --- |
| OVERSEAS HOLIDAYS |
| **Number of days before departure date** | **Cancellation charge** |
| More than 8 weeks | Loss of deposit |
| 4 to 8 weeks | 75% of holiday cost |
| Less than 4 weeks | 100% of holiday cost |

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

1. **If you change your booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £35, and any further costs we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

1. **If we cancel your booking**

We reserve the right to cancel your booking. We will not cancel less than 8 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn’t been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your holiday is cancelled, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

1. **If we change your booking**

**(a) Changes to the price**

 We can change your holiday price after you’ve booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**(b) Changes other than the price**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

* We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

**8. Our liability to you**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from office@optionsholidays.co.uk . Under EU law (Regulation 261/2004) 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 will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn’t apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB. this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

**9.** **Protecting your money**

1. We provide full financial protection for our package holidays, by way of our Air Travel Organiser’s Licence number 9812, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive package 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t 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 (or your credit card issuer where applicable).If we 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, the travel agent (or your credit card issuer where applicable). 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.

2. We provide full financial protection for our package holidays by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA’s Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

**10. Financial Insolvency Insurance**

Options Supported Holidays Limited is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with the current

''The Package Travel, Package Tours Regulations '' all passengers booking with Options Supported Holidays Limited are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Options Supported Holidays Limited. This Policy is issued by Evolution Insurance Company Limited which is registered in Gibraltar No. 88737 with a registered office at 5/5 Crutchett’s Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Limited is authorised and regulated by the Financial Services Commission in Gibraltar and authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the UK. Details about the extent of our authorisation and regulation by the FCA are available from us on request. In the unlikely event of Insolvency of Options Supported Holidays Limited please follow the procedures below:

Claims should be submitted in writing within 14 days of the Administration order or the Options Supported Holidays Limited being declared insolvent supported by documented evidence quantifying the value of the claim. Claims should be submitted to: Evolution Insurance Solutions Limited, 53A High Street, Saffron Walden, Essex, CB10 1AA or via email to claims@evo-insurance.com Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond (with the exception of Credit and Debit card). This policy will also not cover any loss sustained by Passenger(s) booked on a flight-inclusive package sold and commencing within the United Kingdom.

**11. ABTA**

We are a Member of ABTA, membership number Y6705. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you ABTA’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to www.abta.com to use ABTA’s simple procedure. Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

**12. Complaints**

If you have a complaint about any of the services included in your holiday, you must inform our office without undue delay and we will endeavour to put things right.

If your complaint is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days. by writing to our us at Options Supported Holidays, Unit 1, Down Farm, South Cerney, Gloucestershire, GL7 6DD giving your booking reference and all other relevant information. Please write clearly and concisely. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 11 above re. ABTA.

**13. Additional assistance**

If you are in difficulty while on holiday and ask us to help, we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance, obtaining medication, and helping you to find alternative arrangements and make any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault, and this may include the cost of additional support.

**14. Passport, visa and immigration requirements**

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. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**15.** **Travel agents**

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent’s obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

**16.** **Law and jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

**17. Travel insurance**

Comprehensive Travel Insurance is essential for all holidays, both in the UK and overseas. It must be suitable for client needs and cover cancellation due to illness. We cannot be held responsible for any costs incurred for failure to take out relevant travel insurance. The client must provide us with evidence of this insurance 28 days prior to departure for all holidays overseas. Failure to produce relevant insurance may result in the client’s holiday being terminated with no entitlement to a refund.

**18. Support package**

**T**he support packageis inclusive of basic support and supervision, providing always that we are informed of the true nature of the client’s disability and given full information regarding their needs, which must include any details of behavioural disorders. All clients must complete an Assessment of Needs Form providing full and complete details of their support needs for each holiday. On receipt of this form, we will review the client’s needs and we may levy an extra charge if we deem it necessary. It is essential that the Assessment of Needs Form is completed fully as it constitutes a support plan. Failure to return a complete and up-to-date Assessment of Needs form by the payment due date for the holiday may result in cancellation with no entitlement to a refund. Failure to disclose information demonstrating that the client requires extra support may result in the immediate termination of the holiday itself with no entitlement to a refund, and the client will be responsible for the cost of returning home. NB. Clients must be at least 18 years old at time of the holiday.

*Additional support*

This is not included in the holiday cost. The additional cost is non-negotiable and is set by OSH. The client is responsible for providing their own personal aids, e.g., mattress covers, incontinence pads, disposable gloves and wheelchairs. You may contact us to discuss support requirements on 01285 740491.

**19. Challenging or anti-social behaviour**

Any challenging or anti-social behaviour which might prove unacceptable to members of the public may result in the client’s holiday being terminated with no entitlement to a refund. The client will also be liable for any costs incurred to return home.

**20. Illness prior to or on holiday**

If the client is ill or has a communicable illness or disease immediately prior to the holiday, they should contact OSH immediately. If, in our view, this illness puts the health of others or the client at risk, we reserve the right to refuse the client on the holiday or to request a letter from a medical professional stating the client is fit to travel. If a client becomes ill during their holiday OSH may be unable to support them. To ensure the safety of the client and the group, the client may need to return home at their own expense with no entitlement to a refund or compensation. Please see our Infection Control Policy.

**21. Medication**

Medication can only be administered by a holiday supporter provided it has been prepared by a pharmacist, is in a blister pack or dosette box labelled appropriately and is accompanied by a fully completed Medication Information Form. We can only accept the required amount of medication for the holiday. Failure to provide correctly prepared medication may result in termination of the client’s holiday with no refund.

**22. The holiday package**

Theholiday package includes full board, breakfast, lunch, dinner and a soft drink with meals (meals on short haul flights are not included). Single rooms are included in all bookings. If a client wishes to share a room this must be indicated on the booking form and the name of the other person concerned must be provided. Most excursions are included in the package. Clients are generally expected to participate in all excursions. If a client opts out of an excursion, and it is not possible to provide an alternative or refund, they will be left at the accommodation with no supervision. If the client indicates they prefer meals above the choice we offer, then the difference in cost is the responsibility of the client. If there are optional, extra activities not included in the holiday package, clients will be notified of any cost before taking part.

**Not included** in the package are, extra drinks (other than one soft drink with meals), snacks, personal items such as cards, gifts, sweets, etc. Transport to and from home to the meeting point or venue, medical expenses, postage, telephone calls, room service at hotels, laundry, additional support, personal care and anything not specifically included and notified to the client in writing as part of the package are excluded, and for which cost the client is personally liable. The client must ensure that they have sufficient monies to meet these needs. Also excluded are personal travel insurance, cancellation insurance or taxes as may be levied by governments (excepting airport tax notified to us at the time of booking the flights) or tips.

**23. Travel**

Holidays begin at the venue, agreed meeting point or at an airport (assume a London airport unless specified) or port as notified. It is the client’s responsibility to ensure that they are at the departure point or venue in plenty of time, and although we will always try to wait as long as possible, we cannot be held responsible if we have to begin the holiday without the client due to their late arrival. (A door-to-door travel service can be provided at an additional cost.) Luggage is the client’s responsibility, and we ask all clients not to bring excessive or inappropriate luggage. We will assist the client with their luggage, if possible, but do not accept liability for it or for any damage howsoever caused. For this reason, we recommend all clients obtain adequate insurance.

We will do our best to send details of travel times, meeting points, clothing and other information in good time. However, we must stress that flight times etc. can change at short notice and are outside our control. In this event we will make every reasonable effort to contact the client to inform them of the changes. It is the client’s responsibility to confirm their travel arrangements with us prior to the departure date, in writing.

**24. Complaints**

We do our utmost to ensure that holidays run smoothly. Should you have a complaintyou must notify us in writing within 28 days of the holiday return date. We will do all we can to resolve client complaints but, if we are unsuccessful, you are able contact an arbitrator appointed by the Chartered Institute of Arbitrators; alternatively, you could seek legal advice.

**24. Client privacy**

Protecting the personal information of our clients is extremely important to OSH. We place special importance on this and in the way we collect and share client information. Our Privacy Notice can be viewed in its entirety on our website, or a hard copy can be provided upon request. This sets out how we collect and process client personal data in accordance with the Data Protection Act (2018). Its features include: • The Lawful Bases for client data processing at Options Supported Holidays • Definitions of an OSH Client • Definition of Client Personal Information given to OSH • The typical client data we hold and how we use it • Who we might share that data with • How long we hold client data for and where we store it • Client rights in respect of the personal data we hold. We review our Privacy Notice regularly.

Questions, comments and requests regarding the OSH Privacy Notice are welcomed and should be addressed to OSH, Unit 1, Downs Farm, South Cerney, Glos GL7 6DD.