

Introduction

Bellissimo Travel Ltd ('we', 'us', 'our') is a company registered in the UK, number 12360453, dated 12 December 2019, address Field Lodge, 145 Six House Bank, West Pinchbeck, Lincs, PE11 3QG.

We act as an agent for third party travel providers and do not own or control those who actually provide the accommodation, flights, car hire, other transport, event tickets or other services which you book through us. Our obligations to you differ depending on what you book through us. Where you book only accommodation, excursions and event tickets this is a 'Non-Package' booking; where you book accommodation, excursions and event tickets with any form of transport this is a 'Package' Booking, both hereafter known as service(s).

These terms and conditions are your contract with us for provision of any services you book with us. In this document, "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking.

1. The contract between us

- 1.1. Bellissimo Travel Ltd services vary and whichever 'service' you choose, the terms of this contract will apply unless we indicate otherwise.
- 1.2. The contract between us comes into existence when we send our confirmation invoice to you. You will have undertaken to pay for your booking and we will have undertaken to provide you with the service we describe in the brochure /website/verbally.
- 1.3. If we are unable to accept your booking, we will return your payment to you immediately.
- 1.4. When you make a booking with us, whether or not through our website, you have the benefit of our full compliance with the Regulations. Parliament has made provision for these regulations to continue in force notwithstanding our departure from the European Union.
- 1.5. For you to make a booking, we require your deposit. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

2. Your authority to book for others

- 2.1. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.
- 2.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.
- 2.3. As lead member of your party, we will deal only with you in our correspondence.

3. What is included in the price of a Bellissimo Travel Holiday?

- 3.1. single or return flight to the holiday destination(s) as stated in the Booking Confirmation;
- 3.2. accommodation and meal(s) as stated in the Booking Confirmation;
- 3.3. transfer(s) to and from the destination accommodation as stated in the Booking Confirmation only;
- 3.4. activity/excursion as stated in the Booking Confirmation;
- 3.5. only that which is stated in Booking Confirmation.

4. What is NOT included?

- 4.1. all other costs incurred before you board transport at the meeting point;
- 4.2. travel insurance or any other insurance personal to you;
- 4.3. passport and visa costs;
- 4.4. vaccinations and medication, before, during and after the Holiday;
- 4.5. food and drink over and above what we include in the Booking Confirmation;
- 4.6. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate;
- 4.7. any activity not stated in the Booking Confirmation.

5. Holiday prices

- 5.1. All prices displayed on our website are for guidance only and are subject to change due to exchange rate fluctuations and/or other factors. You will be advised of the total price prior to confirming your booking and it is your responsibility to ensure you are accepting of the price per passenger and the total price including any surcharges/occupancy fees as advised verbally or via the website.
- 5.2. When you make your booking you must pay a deposit per person a sum that will be advised to you at the time of booking. Deposits are non-refundable, except as mentioned below.
- 5.3. You will be advised the date when the final balance must be paid, failure to pay by the due date as specified at the time of booking and in your Booking Confirmation will result in a cancellation of your booking with full loss of all monies paid.
- 5.4. Any booking made less than eight weeks prior to the departure date must be accompanied by full payment at the time of making the booking.
- 5.5. We shall not change the price of your booking once we have accepted your booking and your deposits have been received.

6. Payment methods

- 6.1. You may pay by debit or credit card by telephone or online at the time of booking.
- 6.2. You may pay by bank transfer and bank details will be provided on your booking invoice, please note your booking is not confirmed until deposit(s) or full payment has been received.

7. Special Requests and medical conditions

- 7.1. If you have any medical condition or disability or suffer from reduced mobility which may affect your arrangements or any special requirements as a result of any medical condition, disability or reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. You must give us full details, in writing, at the time of booking and whenever any change in the condition or disability or your mobility occurs. You must also promptly advise us if any medical condition or disability that may affect your travel arrangement develops after your booking has been confirmed.
- 7.2. If you have a disability it is your responsibility to ensure the accommodation and destination you have selected meets your disability needs and whilst, if made aware, we will endeavour to help with advice and information it is your sole decision as to whether you wish to travel to a particular resort, destination and country.
- 7.3. If in resort a supplier provides medical help to you, whether or not you specifically ask for it, they will provide receipts for all costs (for your insurer) and you now agree to repay that cost on your return from the Holiday.
- 7.4. If you have any special requests you must advise us at the time of booking and we will pass on any reasonable request to the supplier but regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract. Confirmation that a special request has been noted or passed onto the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

8. Changing your booking

We will always do our best to help you with any change to your booking but it will be subject to the supplier's terms and conditions and as such we can give no guarantee that we shall succeed and you should be aware that this may result in an increase in costs. If you require any change, you must tell us by email or in writing. A change will be subject to an administration charge of £75 plus any increased charges imposed by the supplier. Please note that costs are likely to be higher, the closer you are to the departure date. Some restrictions beyond our control may prevent any changes from being made prior to the start date of your booking a loss of all money paid.

9. Changes or cancellation by you

- 9.1. If you want to change anything on your booking we will try to help but cannot guarantee that we will always be able to do so and changes will be subject to availability at the time and transport or accommodation provider's terms and conditions. All requests for changes must be made in writing.

- 9.2. Any changes to departure date, airport, transport, destination, accommodation or length of holiday will impact and apply to all passengers on the booking.
- 9.3. You cannot change all the names on a booking, this would be considered to be a cancellation and subject to cancellation fees.
- 9.4. Please note the majority of flight providers do not typically allow changes to be made to tickets after bookings have been made.
- 9.5. We will charge the price that applies on the day the change was made.
- 9.6. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable. We therefore charge a rounded cancellation fee as follows: More than 84 days prior to departure – Loss of full deposit paid plus any additional cancellation charges from your supplier – please note this may be up to 100% of the booking value. 0-29 days prior to departure will be based on the cancellation charges of the supplier which may be up to 100%

Note: we strongly recommend that you take out holiday insurance that covers the cost of cancellation.

10. Changes or cancellations of your booking

- 10.1. Sometimes suppliers may change or cancel your booking(s) in accordance with their booking conditions, should this occur we will let you know as soon as we are made aware and your rights will depend upon the relevant supplier's terms and conditions, a copy of such are available upon request.
- 10.2. If we have to cancel or make a change which is outside of our control except where we say differently elsewhere in these conditions we cannot pay any compensation, reimburse expenses or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control we have to change your booking after departure, or we, or our suppliers, cannot supply your booking, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather, (actual or threatened) and significant building work on-going outside of your accommodation which is not known to us in advance of your departure date and building work from a third party (such as resort development).

11. If you have a complaint

If you have a problem during your holiday it is most important that you immediately inform the relevant provider e.g. airline, hotelier etc. as they, as the supplier of the service, have sole responsibility and discretion in how to deal with your complaint.

If the problem cannot be resolved locally please write to us within 14 days of your return giving full details of your holiday and concise details of the complaint and any subsequent history and we will endeavour to help you resolve your complaint. Email complaint@bellissimotravel.co.uk.

12. Your financial protection

All monies paid by you for the flight/holiday/package are [ATOL](#) protected by the Civil Aviation Authority.

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 (or your credit card issuer where applicable).

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, 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.

13. Booking without flights

13.1. If the holiday service you book with us does NOT include a flight then your holiday will NOT be protected by the ATOL scheme.

14. Limitations on our liability

14.1. We take all steps practically possible to ensure that the details given to you on our website are accurate and up to date but we do rely upon the descriptions given to us by the actual suppliers of the services and facilities described. Sometimes the facilities or excursions described will be withdrawn for reasons such as maintenance or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities at a hotel. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. All accommodation providers reserve the right to collect a refundable breakages deposit on arrival. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer. We cannot accept any liability for errors within our website descriptions which are as a result of the provision of incorrect information from your suppliers.

14.2. We want you to enjoy a perfect holiday with Bellissimo Travel and shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.

- 14.3. If we fail to provide the holiday set out on our website or in our brochure and to which these terms apply, we will pay you appropriate compensation. We are not liable if any failure is due to:
- 14.3.1 your own carelessness or negligence in any aspect of your behaviour whilst on holiday;
 - 14.3.2 medical emergencies;
 - 14.3.3 laws, culture and standards of service and behaviour in any country you may visit;
 - 14.3.4 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking;
 - 14.3.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
 - 14.3.6 any other unusual and unforeseeable circumstances beyond our control;
 - 14.3.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 14.4. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 14.5. The services and features included in your booking are those specified on your booking confirmation, if you choose to buy other goods or services during your holiday, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly we are not liable to you for any happening in connection with that service or goods.
- 14.6. It is a condition of this contract that you take out a policy of travel insurance for every trip outside the UK. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us.

15. Passport, visa, immigration requirements and health advice

A passport is necessary to travel to all countries and passengers must have a minimum of six months validity following the return date of your holiday. It is extremely important that you obtain and carefully check travel and immigration documents required for each country you visit. You alone are responsible for obtaining required travel documents for your party. We do not accept responsibility for any delay or problem that may occur in this connection.

It may be necessary or advisable to obtain inoculations prior to visiting certain countries and it is your responsibility to ensure you have taken medical advice and acted upon such advice prior to travel. For further information please consult the [Foreign & Commonwealth Office](#).

16. Accommodation Ratings

As a Travel Agent we do not provide a rating system for the accommodation we book on your behalf, ratings shown on our website/brochure are based on our supplier ratings and may not necessarily be the official ratings of the property.

17. Flights

- 17.1. You are required to check in in according to your airline's terms and conditions. Failure to check in on time or follow the airline's online check in procedure may result in the airline refusing to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.
- 17.2. If you fail to check in for your flight from your country of departure we retain the right to cancel any other arrangements you have booked with us and you will be unable to use any connecting or return flight to the country of departure, no refund can be made for any unused arrangements.
- 17.3. You should, approximately 72 hours before departure check the airline's website to make sure there has been no change made by the airline to the time of your flight, this is particularly important in respect of subsequent journeys after you have left the country of departure.

18. Tickets

- 18.1. Your tickets and any other documents relating to your booking will be sent to the lead contact's email address given at the time of booking, it is important that you check all details before leaving your country of departure, if there are any errors or inaccuracies or you have any query please contact us immediately.

19. Terms and conditions of third party providers

All of the services we book on your behalf, including options that may occur from time to time during your holiday, are provided by third parties and not directly by us. Each has their own terms and conditions.

20. Force Majeure

Force Majeure means unusual and unforeseeable circumstances beyond the control of anyone involved with your travel arrangements. The consequences of these can often not be avoided even if all due care had been exercised by any travel arrangement provider. You may wish to purchase specific insurance to cover you for any out of pocket costs associated with a force majeure event. Examples of Force Majeure events include but are not limited to; an act of god, severe weather conditions, unforeseen traffic delays or strikes, war, threat of war or similar, terrorism.

21. Equal Rights, Equality

- 21.1. We will endeavour to try and ensure you are treated with respect and equality in any destination we book for you as a Travel Agent but we are not responsible for any actions or incidences of inequality, harassment either physically or verbally by suppliers or other persons in the destination country towards you arising because of your gender, disability, marital status, race, religion, faith or sexual orientation.

- 21.2. When making a booking you are responsible for checking the laws of a country and ensuring that you adhere to them and whilst we can provide information and advice it is your sole decision as to whether you wish to travel to a particular country and destination.
- 21.3. If it is your wish to provide us with information regarding your sexual orientation and with your permission we will share this information with our suppliers to try and ensure you receive the best possible service and experience.

22. Cultural differences

Your booking summary will provide details about your chosen holiday, but the following are contractual matters:

- 22.1. Please note the infrastructure standards in many countries are often quite different from those of the UK, this can include, but is not limited to, the reliability of transport, levels of service, food, accommodation, communication and water supply, you are responsible for taking reasonable precautions for your own safety whilst visiting the country.

23. Miscellaneous matters

- 23.1. Bellissimo Travel takes your privacy seriously and will only use your personal data in accordance with the Data Protection Act 2018 as fully described in Schedule 1 to this agreement. Please see Privacy Statement for more details.
- 23.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 23.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 23.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 23.5. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 23.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 23.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of the directors, officers, employees, subcontractors, agents and affiliated companies of a party, may be enforced under that Act.
- 23.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 23.9. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales / Scotland / Northern Ireland and the parties agree that any dispute arising from it shall be litigated only in that country.