# Terms and Conditions

This is the user agreement which governs your use of this website and the purchase by you of the services and products we provide.

# 1. GENERAL SECTION – PLEASE NOTE THAT THIS SECTION RELATES GENERALLY TO YOUR USE OF THE WEBSITE AND TO ALL PRODUCTS PURCHASED.

This user agreement is between you and Glory Days Limited in the UK and is governed by the laws of Scotland.

Glory Days Limited (UK) is the trading name of Glory Days, Destination Edinburgh and the Edinburgh's Hogmanay Travel Office (and any other Glory Days website).

The generic "Glory Days Limited" referred to throughout these Terms and Conditions relates to "Glory Days Limited (UK).

Please take time to read these terms and conditions. It is important for both of us that you understand our contractual relationship relating to your use of the website. We will not allow you to purchase any products from the website unless you have confirmed that you have read these terms.

Please make sure that you have read and understood the additional information sections on the website, it is your responsibility to make sure you have done so. You undertake to us that the details you give to us while using the website are correct, in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service.

If there are any changes to the details supplied to us by you it is your responsibility to inform Glory Days Limited as soon as possible.

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. Please note that due to the sophisticated technology that is required in operating Glory Days Limited there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on the website being incorrect. In this case we reserve the right to cancel that package, but this of course will be without any liability to you.

Glory Days Limited does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.

These Terms and Conditions do not affect your Statutory Rights as a consumer.

#### 2. ABTOT BOOKING CONDITIONS

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked

Travel Arrangements Regulations 2018 for Glory Days Ltd, ABTOT number 5301, ATOL number 9122, and in the event of their insolvency, protection is provided for the following:

- 1.1 non-flight packages and accommodation only sales.
- 1.2 Flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK: and
- 1.3 Flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under the ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made by customers outside the UK are only protected by ABTOT when purchased directly with Glory Days Ltd.

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.

The price of our flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under the ABTOT Combined scheme.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT

Limited may make a payment to (or confer a benefit on) you under the ABTOT Combined scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT Combined scheme.

For further information visit the ATOL website at <a href="https://www.atol.org.uk">www.atol.org.uk</a> or the ABTOT website at <a href="https://www.atol.org.uk">www.atol.org.uk</a> or the ABTOT

# 3. MISCELLANEOUS

- **(a)** You accept financial responsibility for all transactions made under your name or account.
- **(b)** In order to make a purchase you must be over 18 years old, be purchasing for yourself or on behalf of someone else over the age of 18 and have the legal capacity to make the transaction.
- **(c)** You must make sure that all the information you provide to us is true and accurate.
- (d) You must not use the website for speculative, false or fraudulent bookings.
- **(e)** Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied.
- **(f)** Further, to minimize the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either email or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.
- **(g)** The transmission of threatening, defamatory, pornographic, political, or racist, material or any material that is otherwise unlawful is expressly prohibited.
- **(h)** The site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed, or reproduced in any way by you, except if you wish to make copies of the website for your own personal and non-commercial use.

#### 4. GLORY DAYS LIMITED SALES TERMS & CONDITIONS

# (a) How to make a booking

To secure a booking you must fill in all the relevant fields on the online booking engine. We will then send you an e-mail confirming that booking. Alternatively, bookings can be made by telephoning our offices.

Please note – no booking is confirmed an email has been received, sent directly from Glory Days Limited; this does not include automatically generated payment notification (order success) emails sent by an online payment provider.

# (b) Payments

Provided you are out-with the cancellation period when making a booking, you may select whether to pay in full or a deposit. Our minimum deposit amount is £75 per person, but this is dependent upon package booked.

# (c) Changes by you to your package arrangements

If, after our confirmation has been issued you wish to change any part of your package arrangements, we will make every effort to help you do this, subject to availability cancellation/change charges details of which will be provided to you on request at any time including prior to booking.

#### (d) Cancellation

Glory Days Limited strongly urges you to arrange appropriate travel insurance to cover you for any cancellation.

Please note any packages including any travel options (see Section 7) are wholly non-refundable.

If you wish to cancel your package we must be notified in writing. Cancellation will be deemed to occur on the day we receive this cancellation request so you may want to use recorded delivery.

The following general cancellation charges will apply for all packages booked after contacting our offices or using our online booking process.

Up to and including 31<sup>st</sup> October in the year of the event (unless otherwise stated) – All deposit amounts retained by Glory Days / no liability for outstanding balance

From 1<sup>st</sup> November to event date (unless otherwise stated) - 100% cancellation charges apply, and package becomes wholly non-refundable / Full liability for outstanding balance

Please note – exclusions apply, see individual package descriptions for details / Any other cancellation charges are at the discretion of Glory Days Limited.

# (e) The Company's Liability to you

We accept liability for matters which arise from a result of our negligence and/or breach of our contractual duty to exercise care in providing arrangements for you, including any acts or omissions by our employees. It is also important to note that if delays, diversions, rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

# (f) Claims and Complaints

If you have a complaint regarding a package, you must tell Glory Days Limited immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our customer relations department on your return

# (g) Brochures and Web Sites

Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the package arrangements and it is possible that an advertised facility may be withdrawn or changed, due to weather conditions, lack of demand or for maintenance, renovations etc. We will advise you if we become aware of a major change. We will make all reasonable efforts to inform you of any changes at any stage in your booking prior to travel.

#### 5. HOTELS

- (a) All hotel rooms bought as part of a package are booked through the respective hotels groups department and as such cannot be contacted directly by the general public. Should you wish to make any change to the names of those attending please contact Glory Days Limited directly.
- **(b)** Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.
- (c) Unless otherwise stated, breakfast, lunch and dinner are not included.
- **(d)** Star ratings may differ according to the country where the hotel is located and are out of the control of Glory Days Limited. Therefore, Glory Days Limited cannot be held responsible for any misconceptions relating to star ratings.
- **(e)** While every effort is made to secure the room type (double or twin bedded) confirmed at the time of booking, Glory Days Limited will not be held liable for any

necessary changes made to ensure you are accommodated in the hotel chosen at the time of booking. Glory Days Limited will use reasonable efforts to contact you in the event of this.

**(f)** Glory Days Limited reserves the right to move any persons to a hotel(s) of the same standard or above without prior notice however, Glory Days Limited will use reasonable efforts to contact you in the event of this.

#### 6. TICKETS

- (a) Tickets will be delivered by one or more of the following: Royal Mail ordinary post, special delivery or available to be collected from the hotel. If you have not received your Ticket or information on collecting your ticket within 48 hours of the event, please contact us. If Tickets that are dispatched by Special Delivery are returned as "addressee unknown", we reserve the right to cancel the booking.
- **(b)** If it becomes impractical to post Tickets, due to the proximity of an event or in circumstances beyond our control, we reserve the right to make Tickets available for collection at the venue or hotel immediately prior to the event. You will be notified by phone, email or in writing (using the details provided at the time of booking) if this becomes necessary.
- **(c)** As a ticketing agent we do not have any role in setting Ticket prices or determining seat locations. Upon receipt, please check the details of your Tickets as mistakes cannot always be rectified. The Ticket holder has a right only to a seat of a value corresponding to that stated on the Ticket and Glory Days Limited reserves the right to provide alternative seats to those specified on the Ticket.
- **(d)** Tickets are sold subject to the terms and conditions of Glory Days Limited. Should you require any further details, please contact us.
- **(e)** In exceptional circumstances, Glory Days Limited may reserve the right to make minor alterations to the advertised arrangements.
- **(f)** It is your responsibility to check whether an event has been cancelled or rescheduled. Glory Days Limited will use reasonable efforts to contact you in the event of cancellation once we have received the relevant authorization.
- **(g)** Glory Days Limited reserves the right to refuse you admission if in its reasonable opinion, your admission to the venue might be a risk to (a) the safety of the audience and/yourself; and/or (b) affect the enjoyment of members of the audience; and/or (c) affect the running of the event for example if you act aggressively and/or appear to be under the influence of drink and/or drugs. Should this occur, you will not be entitled to a refund.

- **(h)** Events may be cancelled or postponed by Glory Days Limited for a variety of reasons. In this event, Glory Days Limited will not be held responsible for any such cancellations or postponements.
- (i) If your Ticket is re-sold or transferred for profit or commercial gain by anyone other than Glory Days Limited, the event promoter or venue or one of their authorized sub-agents, it will become void, and the Ticket holder will be refused entry to the venue.
- (j) The Ticket holder must comply with all relevant statutes, venue regulations and safety announcements whilst attending the event, performance or activity.
- **(k)** Where an age restriction applies for an event, performance or activity, this will be clearly indicated during the package booking process. Please ensure that you carry proof of age if appropriate.

#### 7. INSURANCE

Glory Days Limited strongly urges you to arrange appropriate travel insurance to cover you for cancellation, health, baggage etc.

(a) If you have taken out travel insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain payment of cancellation charges (after deducting any part of the claim which the insurance company insists you pay) from your insurance company. Please make sure you get written confirmation of your cancellation from us – this proves we have received your cancellation and you will need it to make a claim on your insurance.

# 8. TRAVEL INCLUSIVE PACKAGES

To help you, below are Glory Days Limited flight inclusive option general booking conditions. Please read them carefully.

**(a)** You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.

#### (b) Fares

Are subject to change without prior notice and are only guaranteed following confirmation of the contract.

#### (c) Packages

Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. Glory Days Limited will advise you within 48 hours if this is the case and will do all they can to reinstate your booking.

We will not be liable for any additional costs incurred in having to purchase new tickets at a higher fare. Payment for tickets will of course be refunded to you if the package is terminated by the airline or us.

# (d) Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" generated. This means that you will have to pick up your ticket at your point of departure. Don't worry; Glory Days Limited will make sure you know exactly where to pick up your tickets.

# (e) Flight Reconfirmation

All onward, outward, and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey. Glory Days Limited accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Glory Days Limited also takes no responsibility for any flight rescheduling en-route.

In the event of a schedule change it is not always necessary to have your tickets revalidated, however if this is necessary, we will inform you in due course and issue new tickets for you to use on your journey.

# (f) Passports/Visas/Health Requirements

It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. Neither Glory Days Limited accept any responsibility if you should be denied boarding or deported due to non-fulfilment of the above.

Where your package includes overseas travel, we can only advise of the requirements for British and Irish passport holders. All requirements should be checked with the relevant Embassy of the destination country. A valid 10-year passport is necessary for all our entertainment packages. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before traveling.

The UK Passport Agency can provide further information at: www.ukpa.gov.uk

#### (g) Passports for children and young people:

Children not already included on a valid British passport will need to hold their own passport if they are to travel abroad. It is your responsibility to check the passport requirements for a child travelling.

#### (h) Names

The name on the passport must match the name on the ticket, otherwise you may not be able to travel, and insurance may be invalid. If, after booking an entertainment package but before traveling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can make the necessary changes to your entertainment package documentation.

# (i) Visas

You should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit. Please note: Passport and visa regulations can change, and you should therefore check with the relevant embassy well in advance of travel, even if you have travelled to this destination before. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

# (j) Airline regulations/conditions of carriage

Please note that in all transactions Glory Days Limited acts as agents of the airlines you have chosen to book on. Please read your documentation for their conditions of carriage.

When you purchase a Eurostar journey, please remember that, in addition to these terms, you will be subject to the terms and conditions of Eurostar. Please contact our Sales Consultants who will be able to provide those terms and conditions to you.

#### (k) Cancellation / Amendments

Please note that packages including any travel options are non-cancellable and wholly non-refundable.

# (I) Lost Tickets

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued, which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be re-issued are refunded at the sole discretion of the Glory Days Limited; these refunds can take up to one year to be authorized.

# (m) Liability

As Glory Days Limited acts as agent this will mean that it will have no contractual liability to you in respect of the travel inclusive product. However, it may still be liable to you if it has been negligent; it has misrepresented important information or has been in breach of any other relevant law. In respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage.

# (n) Unreasonable behaviour

If in the reasonable opinion of a person acting in authority you are not fit to travel, he or she may refuse to let you board. Normally this happens if such person thinks you are likely to disturb or harm other passengers. In this case your contract with Glory Days Limited will end immediately and we will no longer be responsible for you.

# **PRIVACY POLICY**

You can view our <u>full privacy policy here.</u>