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## Holiday Makers Aboyne – Terms & Conditions

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All aspects of the booking process and the booking and delivery of a holiday and any additional products or services offered by **Holidaymakers (Aboyne) Ltd** ("Holiday Makers Aboyne", "we", "us" or "our") are subject to the following Terms and Conditions.

Holiday Makers Aboyne provides travel arrangements and associated linked products ("the Services") through:

- Face to face in store
- Over the telephone
- Via the website
- Via electronic communications

Any changes to these Terms and Conditions will be communicated using your preferred contact method and via a notice on **www.holidaymakersaboyne.co.uk**. Updated Terms and Conditions do not apply to confirmed bookings.

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### 1. Definitions

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#### 1.1 Suppliers

Holiday Makers Aboyne arranges holidays and tours including flights, hotels, cruises, transfers, excursions, car hire, train, taxi boat and air travel. All such services are referred to as "suppliers".

#### 1.2 Customer/Client

"You" or "your" means the customer, client, group, or group leader, including any person(s) over 18 and/or minors accompanied by such a person.

#### 1.3 Single Contract Package

A combination of travel products/services sold under a single contract and single price. Packages organised by suppliers will be confirmed on your booking paperwork and ATOL certificate.

#### 1.4 Multi-Contract Package

Where you add more than one product/service supplied by different suppliers, resulting in multiple contracts.

#### 1.5 Single Product/Service/Element

Where you book one product/service (e.g., flight, hotel, car hire). If ATOL-protected, you will receive an ATOL Certificate.

#### 1.6 Member of Travel Trust Association

A company that satisfies the requirements of the Package Travel Regulations and is a fully paid-up member of the Travel Trust Association (TTA).

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### 2. Financial Protection

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#### 2.1 ATOL Protection

All flight and flight-inclusive holidays are financially protected by ATOL. You will receive an ATOL Certificate listing what is protected.

#### 2.2–2.3 ATOL Limitations

Not all travel services are ATOL-protected. If you do not receive an ATOL Certificate, the booking is not ATOL-protected.

#### 2.4 Travel Trust Association (TTA)

All travel is covered by the TTA. Address: 3rd Floor, Albion House, High Street, Woking, Surrey, GU21 6BD Telephone: 0870 889 0577

Website: [www.traveltrust.co.uk](http://www.traveltrust.co.uk)





## 2.5 Why choose TTA over ABTA?

TTA provides 100% financial protection through a trust account

TTA members must place all customer money into an independent trust account, which cannot be accessed by the travel company until after you travel. This means your funds are fully protected if the company fails.

This structure is not insurance-based and does not depend on the financial health of the travel company — your money is legally separated.

### 2.5.1 ABTA membership does not automatically protect your money

ABTA is primarily a trade association with codes of conduct and dispute resolution. While it offers some insolvency protection, ABTA membership alone does not guarantee your funds are protected. Many ABTA members must arrange their own additional financial protection, and the level of cover varies widely.

ABTA's protection also has limits:

- It applies mainly to package holidays.
- It does not cover all scenarios (e.g., unused vouchers, some cancellations, or supplier failures).

### 2.5.2 TTA protection applies to all bookings — not just packages

Because TTA uses a trust model, every booking type is protected:

- Packages
- Linked travel arrangements
- Accommodation-only
- Flight-only (with ATOL support)
- TTA members also have access to ATOL solutions for flight-inclusive holidays.

### 2.5.3 TTA protection is comprehensive and consistent

Your money is protected up to the full value of your booking, held securely until your trip is complete.

### 2.5.4 ABTA focuses more on conduct than financial security

ABTA is excellent for:

- Standards of service
- Complaint handling
- Mediation
- But its financial protection is not universal and depends on the type of holiday and the member's own arrangements.

## 2.6 Stand-Alone Safe Seat Guarantee Plan

Customer funds are held in a designated trust account supervised by an independent trustee. Funds cannot be released until services are provided. A TTA guarantee covers losses up to £11,000 per passenger in cases of fraud or dishonesty.

## 2.7 Safe Seat Plan Conditions

Covers insolvency caused by fraud/dishonesty. Claims must be submitted within required timeframes.

## 2.8 ATOL – Your Financial Protection

You will receive an ATOL Certificate for ATOL-protected bookings.

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## 3. Our Agreement

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We act as agent for all bookings except multi-contract packages. Your booking is subject to both our Terms and Conditions and those of the supplier(s).



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#### 4. Your Booking

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- The lead name is responsible for the booking, payments, amendments, and accuracy of all passenger details.
- A contract exists once payment is made and confirmation issued.
- By booking, you agree to pay for the holiday.

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#### 5. Your Responsibilities

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##### 5.1 Suitability

You must ensure the holiday is suitable for your needs, including medical/physical requirements.

##### 5.2–5.3 Accuracy of Details

You must check all documentation. Incorrect details must be reported within 24 hours.

##### 5.4 Contact Details

You must keep your contact details up to date.

##### 5.5 Payments

Failure to pay on time may result in cancellation and additional costs.

##### 5.6 Special Requests

We will pass requests to suppliers but cannot guarantee they will be met.

##### 5.7 Travel Requirements

You are responsible for:

- Passports and validity
- Visas
- Vaccinations/health requirements
- Adequate travel insurance
- Appropriate behaviour

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#### 6. Our Responsibilities

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##### 6.1 ATOL Cover

Funds are held in trust until the contract is performed. If suppliers cannot provide services due to insolvency, an alternative ATOL holder may step in.

##### 6.2 Prices

Prices may change before booking. Post-booking increases may occur up to 30 days before departure due to fuel, taxes, currency, etc. Chargebacks may incur a £100 fee.

##### 6.3 Changes Including Supplier/Agent Cancellation

- Minor changes may occur.
- Significant changes include major timing changes, accommodation downgrades, or airport changes.
- Options include accepting changes, delaying, choosing an alternative, or cancelling for a full refund.
- If only one element is cancelled, refunds apply only to that element.

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## 7. Alterations and Cancellations by You

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- Changes must be requested by the lead passenger.
- Administration fees apply.
- Supplier cancellation fees may be up to 100%.
- Insurance may cover cancellation costs.

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## 8. Holiday Makers Aboyne Exclusions of Responsibility

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We are not responsible for issues caused by:

- Your actions
- Third parties
- Unavoidable and extraordinary circumstances (e.g., war, terrorism, natural disasters, pandemics)
- Behaviour that jeopardises safety may result in termination of services without refund.

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## 9. Claims Covered by International Conventions

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Air, sea, rail, and hotel arrangements are subject to international conventions limiting liability.

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## 10. Luggage and Luggage Allowance

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- We are not responsible for luggage issues unless caused by our negligence.
- Airlines set baggage allowances and may charge for excess.
- Maximum single-item weight is typically 20kg.
- Maximum liability is three times the price paid (twice for single elements).

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## 11. Insurance

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- Travel insurance is mandatory.
- You must ensure your policy is adequate and includes pandemic cover.
- We are not liable for losses that insurance would have covered.

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## 12. Complaints

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- You must notify us promptly of any issues.
- Complaints should be emailed to: [office@holidaymakersaboyne.co.uk](mailto:office@holidaymakersaboyne.co.uk)
- Complaints must be submitted within 7 days of return.
- We aim to resolve complaints within 28 working days.