



Wake Enterprises Limited t/a Jamie Wake Travel
Steepfield House, Waterloo Road, Talywain. NP4 7DX
Telephone: 01495 400 005
Email: hello@jamiewaketravel.co.uk
Website: www.jamiewaketravel.co.uk



Jamie Wake Travel Terms & Conditions

The Company: Wake Enterprises Limited

Company Number: 14906112

Registered Address: Steepfield House, Waterloo Road, Talywain. NP4 7DX

Trading name(s): Jamie Wake Travel, Wide Awake Holidays, Awake & Wander Luxury Travel, Awake in the Wild, Independent Travel Consultants

When we act as a retail agent, then our bookings are subject to the following travel agency terms and conditions of hire.

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) named on your receipt(s). We can book you a package holiday with a single supplier or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them. As agent we accept no responsibility for the acts or omissions of the supplier(s) or for the services provided by them. The supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

We may organise our own packages as agent for the various travel service suppliers. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers.

All travel arrangements which we provide, or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

Please read these terms and conditions very carefully. They apply to all holidays and flights described, and they deal with your rights and obligations to us, and ours to you. We are committed to a policy of fair trading and make every effort to ensure that you have an enjoyable holiday with us.

1. Financial Security

All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service, then this might not apply. If we sell you a Tour Operators Package, we may also sell you a separate travel service from another supplier. As a Package is not a travel service in itself, the Tour Operator will be responsible entirely for the Package as the Organiser. Any other sale would not create a new package or make us an Organiser according to the Package Travel and Linked Travel Arrangements Regulations. Package holidays are protected by the package organiser, and we will provide you with their confirmation. 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.

When we sell face to face - If, after selecting and paying for one travel service, you book additional travel

services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

When booking online - If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, our company will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

When we send links to other websites - If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the Package Travel Regulations. Therefore, our company will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to or contact with our company, during the same visit to our company's booking website, or via links we provide not later than 24 hours after receiving the confirmation of the booking from our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/uksi/2018/634>

We are bonded by Protected Travel Services (PTS) (membership number 6266). Your payments are held in a secure and ring-fenced HSBC trust account that is managed by external trustees. You can verify our membership by contacting PTS directly.

What is PTS - Protected Trust Services (PTS) is a leading organisation that ensures travel agents and tour operators adhere to the highest standards of consumer protection and customer service. When you book with a PTS-accredited member like us, you're not just booking a holiday – you're securing a travel experience backed by unmatched financial protection and peace of mind.

How your money protected by booking through a PTS member - When you book with a trusted PTS member, your money goes directly into the PTS trust account where it is under the management of the PTS independent trustees. This is a third party that is not involved directly with us, so you know that your money is not leaving that trust account unless the trustees have approved the move. This is where it remains until it's time to pay for your holiday. So, if anything should happen and you need a refund or reimbursement, we know exactly where that money is and get it back to you efficiently. PTS partners with industry-leading insurers to safeguard your payments, ensuring you're covered even in unexpected situations.

Should you have to make a claim - In the unlikely event of insolvency, you should contact PTS. They will explain the situation and discuss your options. Please ensure you retain your booking confirmation and any ATOL certificate as evidence of cover and value. Policy exclusions: This policy will not cover any monies paid for by Travel Insurance.

2. Us and your Holiday Contract

We act as a retail agent for ATOL protected operators.

Contract - When you make a booking or any travel arrangements verbally, electronically or in writing, you are bound by the booking conditions of the ATOL agency through whom your arrangements are booked, we will send you our written confirmation invoice and a contract is made.

Our Responsibility - Your contract is with the supplier 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 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.

Your Responsibility - Once the contract is made you are responsible to pay us for the holiday that has been booked on your behalf, in each case subject to the terms and conditions laid down on these pages, and the terms and conditions of the ATOL operator. The person who makes the booking or otherwise contracts with us, accepts responsibility for making all payments to us for all members of the party. We will send all required documentation and other information to that person who will in turn be responsible for ensuring that other members of the party are kept fully informed.

3. Booking and Payment

Booking - When you make a booking you guarantee that you have the authority to accept, and do accept, on behalf of your party these booking conditions.

In order to confirm your chosen arrangements, you must pay:

- a minimum deposit per person as required by the supplier(s) of the arrangements in question
- Plus £10 per person and any applicable insurance premiums and booking fees for all bookings,

or if less than 12 weeks before departure, full payment if requested at the time of booking plus any applicable insurance premiums and booking fees for all bookings.

Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. We will in turn send you an ATOL receipt along with a confirmation invoice. We reserve the right to decline any booking. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us. Any changes to the details will incur a charge determined by the supplier(s) booking conditions.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel 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. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this

information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

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, but we can't guarantee that they will be met, and we will have no liability to you if they are not.

Balance - The balance due to us in respect of any booking as shown on a confirmation invoice must be paid at least twelve weeks prior to the departure date. If the payment is not received in full by us by the given date on the confirmation invoice, we reserve the right to notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions. If you have paid a 'low deposit' the balance of the full deposit must be paid by the due date notified to you and then the full balance as that becomes due. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned. No reminder or final demand will be issued by us, and any late payment may be treated as a full cancellation whereby our cancellation charges will take effect.

Invoice - Our confirmation invoice is our final invoice, which must be paid for at least twelve weeks prior to the scheduled departure date. Should there be any unforeseen change to your holiday arrangements these will be advised in the form of a revised invoice sent to you. Any errors must be reported to us within 7 days. Failure to do so will result in cancellation or amendment charges being levied.

4. Travel Insurance

Many suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance at the time of booking in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If we have issued your policy, please check it carefully to ensure that all the details are correct, and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance. If you do not wish to take out our insurance, we require that you give us the details of the alternative insurance cover that you have organised.

5. Passports, VISA and Health and Unsafe Areas Information

Passport - We can provide general information about the passport and visa requirements for your trip. 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. Neither we nor the supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Please note that some countries require that your passport is valid for a minimum period after the return date to the UK (typically 6 months). If your passport is in its final year of validity, is a British Subject or non-British passport, you must check with the embassy of the country you are visiting, otherwise travel may be denied.

Visas - It is your responsibility to ensure that you meet any visa, passport or inoculation requirements of the country you plan to visit. Failure to do so may result in being refused to travel, which will in turn void any claims against your insurance cover.

Health and Unsafe Areas - We can provide general information about any health formalities required for your trip, but you should check with your own doctor for your specific circumstances in good time before your departure. For more information on the subject, you may wish to obtain a copy of the "Health Advice for Travellers" (T6) guide, which is available from your local Department of Health office and most

post offices. Up to date travel advice can also be obtained from the Foreign & Commonwealth Office on 0207 238 4503 or on their website:

6. Changes and cancellations made by your Supplier

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

Important Note - We are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity.

7. Change made by you

Amendments - Any amendment request must be made by the lead name and sent to us in writing, by email or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt; therefore you are advised to also confirm all changes by telephone. 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 such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.

Important note - In each of the above a revised invoice will be sent showing the new details and as appropriate the amendment charges and any additional charges. Please note that all changes must be confirmed in writing by the lead passenger.

Accommodation - Some types of accommodation are priced according to the number of people staying there. If changes in your booking are due to someone in your party cancels, we will recalculate your holiday cost based on the new number of people travelling. If fewer people share the accommodation, then the cost for them may go up. This extra cost is not a cancellation charge and is not covered by your travel insurance.

Traveller(s) details - It is important that you check to make sure that the names, initials and titles on the confirmation and/or ATOL invoices match those in the corresponding passports otherwise the passengers concerned may not be permitted to travel and any applicable insurance will not be effective. Any errors concerning the booking must be notified to Jamie Wake Travel within 10 working days of the despatch of invoice. No responsibility will be accepted for costs arising from no notification of booking errors within this time limit.

Flight amendments in resort - It may be possible subject to availability. However, charter flights are non-exchangeable or cancellable. New flights may be purchased but existing flights will be forfeited and no refund made.

8. Cancellations made by you

If you wish to cancel a confirmed booking this must be done in writing by the lead passenger. These instructions should be supplied to our administration department. We recommend that letters of

cancellation are sent by recorded delivery post as no delivery may result in additional cancellation costs. Cancellation takes effect from the date we receive such a letter. Proof of delivery does not constitute proof of receipt. If you cancel your booking the supplier may charge the cancellation charge shown in their booking conditions (which may be 100% of the cost of the travel arrangements). We may collect this on their behalf, and you also must pay us any applicable administration charges.

Please note that if you have to cancel for reasons covered by your travel insurance policy, you will be able to reclaim your cancellation charges. Cancellation charges exclude the insurance premium which is not refundable.

9. If you have reason for complaint

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately so that remedial action can be taken without delay. If the matter cannot be resolved whilst in resort, you should obtain a report form from your representative or local agent. Most complaints are of a minor nature which can be dealt with in resort. If you fail to follow this procedure, there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

Should you feel that a complaint has not been dealt with to your satisfaction please write to: Customer Relations, Wake Enterprises Limited, Steepfield House, Waterloo Road, Talywain, NP4 7DX within 28 days of your return date quoting your booking reference, date of departure, and most important enclose your copy of the report form. Failure to comply with these conditions will result in nullifying any and all claims arising from the holiday. No claims for expenses will be considered without appropriate receipts or invoices.

10. Your Responsibility

It is your responsibility to ensure that you and all those for whom you are booking are in possession of valid passports and any appropriate visas. You are responsible for any charges, fines etc. that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area and any such amounts will be charged or recharged to you. Similarly, it is your responsibility to check with your doctor as to what vaccinations, or inoculations are advisable for your destination. Most airlines will require a medical certificate of fitness to travel for women who are 28 weeks or more into pregnancy at the time of return travel. Most airlines do not allow travel after 36 weeks for a single pregnancy and after 32 weeks for multiple pregnancies. Your booking is accepted upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger on these grounds.

Please ensure that all your travel, passport, visa and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the port or airport.

11. Conditions of Carriage / Accommodation

We are neither a carrier nor a provider of accommodation. Transportation on an aircraft, coach, train or ship is subject to the conditions of carriage of that company, some of which limits or excludes liability. These conditions are often the subject of international agreements between countries and copies of the conditions which apply to your holiday journey may be available for inspection at the office of the carrier concerned. We do not enter into an agreement for carriage by air but only undertake to reserve on your behalf, accommodation on board an aircraft operated by one or other of the airlines mentioned on our website or in our brochure, or such other airlines as may be substituted. The availability or provision of accommodation booked is subject to the house rules of the hotel or other accommodation providing agent or agent undertaking to provide such accommodation.

12. Unused Services

No refund will be due to you in respect of non-use of any part of the travel arrangements made for you.

13. Your Conduct

We and our providers of flights and accommodation reserve the right in our absolute discretion to terminate your holiday arrangements without notice should your behaviour be such that it is likely in our opinion to cause distress, damage, annoyance or danger to any other person. In such circumstances, no refund or compensation will be due to you.

Naturally, you are subject to local laws and must respect local culture, customs and dress code. Using or possessing drugs of any kind may result in a jail sentence. If you cause, or appear likely to cause, damage or distress to others or to property, either ourselves or the supplier concerned (air carrier, hotel or ground handler, etc) may terminate their services on the spot without refund or compensation.

14. Content Accuracy

We go to great lengths to ensure that the information contained on our websites is correct and do not endorse, accept responsibility or liability either directly or indirectly for advertising or claims made by the accommodation supplier or any third party either prior to or after departure. If in doubt, please refer to the description on our website or brochure.

All descriptions and photographs are accurate to the best of our knowledge but may be subject to change. We will endeavour to advise you of any changes but cannot be held responsible for incidents beyond our control.

15. Hotel Ratings and Facilities

Ratings - All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. We have no control over the accommodation star rating which may not always reflect expected levels of decor, ambiance or service. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given. All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. 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 accommodation or any other services please contact us

Facilities - Facilities in the hotel description will normally be available and are given by us in all good faith. However, some of these may be withdrawn or restricted at times like low seasons depending on demand and occupancy, otherwise at the discretion of hotel management. There will be some facilities offered by a hotel which are subject to a local charge directly payable to the hotel. These fees are totally at the manager's discretion. With facilities such as air-conditioning, if a hotel doesn't have air-conditioning in every room within our allocation it will be on request, subject to availability and payable locally.

16. Locally purchased Services and Excursions

Please note that if you purchase any additional services locally such as tours and excursions, Jamie Wake Travel is not party to these arrangements, and you will be bound by the local operator's terms and

conditions of booking.

17. Charter Flights

In the sale of charter flights, we act as a booking agent on behalf of the various third-party suppliers. What this means is that the contract for the charter flight will be between you and the relevant supplier, and you will be subject to ours and their terms and conditions. Charter flights are usually protected under the ATOL license of their respective suppliers. It is always advisable however to check the protection offered by the supplier of your flight, as we shall not have any contractual liability to you in respect to the products purchased.

Because of the sophisticated technology required in obtaining accurate availability from multiple suppliers, errors may occur to this respect. In such case we will put our best endeavours to find an alternative flight fulfilling your initial requirements or may reserve the right to cancel the reservation if the supplier is not able to honour the contract.

Amendments or cancellations for these products may levy fees from both us and the supplier involved. Our amendments and cancellation charges are set in the general terms and conditions.

18. Flight Reconfirmation

For flights it may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund. As we do not operate your flight and only purchase flights on your behalf, flight reconfirmation cannot be made with us.

19. 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 follows:

- Cancellation - Supplier/Principal's charge + £40 per person
- Amendment - Supplier/Principal's charge + £25 per person

20. Data Protection and Privacy Policy

We have taken every possible measure to ensure the confidentiality of your personal information. However, some of the details must be passed to the suppliers associated with your holiday, such as your tour operator, airline, hotel, transport company, insurance provider etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration, if required by them, or as required by law. Please note that once your information is passed onto the suppliers associated with your holiday, then the information becomes subject to their data protection policy. You may obtain a copy of our data protection policy either when you receive confirmation for your holiday or upon request. The data protection policies of the various suppliers can be usually found within their brochures.

21. Where we are Package Organiser

Depending upon which arrangements you book with us and how they are booked, your travel arrangements may constitute a package holiday where we are the organiser under the Package Travel and Linked Travel Arrangements Regulations 2018. Where we are package organiser, we will still be

acting as an agent, and your contracts will still be with the separate travel service suppliers. However, as package organiser we will be responsible for the performance of the travel services included in your package, irrespective of whether those services are to be performed other travel service providers (our suppliers). If any of the travel services are not performed in accordance with the package travel contract and we don't put that right we may be liable to offer you compensation, but within the limits of the law and the terms of these booking conditions.

We provide security for flight-inclusive packages where we are the organiser through our Air Travel Organiser's Licence number 12759 issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, Crawley, West Sussex RH6 0YR (www.caa.co.uk).

Your Financial Protection. 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.

An ATOL Protection Contribution of £2.50 per passenger is payable to the CAA on package bookings and this will be reflected on your booking summary as a charge for "ATOL fee".

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.

When you buy a package holiday where we are the organiser which doesn't include a flight, protection is provided by way of a Supplier Failure Insurance.

22. Jurisdiction and Liability

Your contract with us, made on these terms contained on our website, is subject to English Law and jurisdiction. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. By booking with us you fully agree to the full Terms and Conditions as found on our website. As part of these terms and conditions you also agree that you have read and understood the Holiday Information page on our website.

23. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of

these changes and all reservations will abide by the amended terms, with the exception of reservations already made.

Amended 20th June 2025