Kelly Sunshine Terms and Conditions

Financial protection and package holiday rights

Kelly Sunshine Travel Ltd | Protected Trust Services (PTS) member 6440

1. Your booking and who is responsible

Before you book, we'll explain how your travel arrangements are being sold, who is responsible for providing them and what financial protection applies. Please read these terms alongside your booking confirmation and the terms of the named package organiser or travel supplier.

When Kelly Sunshine Travel Ltd acts as a travel agent for a tour operator, the tour operator named in your booking documents is your package organiser. The organiser is responsible for the travel services included in your package, even where those services are provided by other companies, such as airlines, hotels or transfer operators.

2. How your payments are handled

Please pay your deposit and balance using the payment instructions we provide and quote your booking reference so your payment can be allocated correctly.

Payments you make to Kelly Sunshine Travel Ltd for your travel booking are paid into the Protected Trust Services (PTS) trust account. Independent trustees oversee the account, and client funds are held separately from our day-to-day business funds. Payments are released under the trust's rules, for example to pay a supplier for your booking or to return funds where a refund is due and can be paid from the trust.

3. What counts as a package holiday

A package combines at least two different types of travel service for the same trip and meets the conditions of the Package Travel Regulations. Travel services include passenger transport, holiday accommodation, car or certain other vehicle hire, and tourist services such as guided tours.

Flights and a hotel sold together for one total price are a common example. Separate contracts can also form a package in some circumstances. If you combine one main travel service with an experience, such as a hotel stay with guided walks, the value of the experience and whether it is an essential feature of the trip can affect whether the booking qualifies.

A standalone service, such as a hotel room booked on its own, does not give you package holiday rights. Travel services and extras you book independently are generally treated separately. Trips lasting less than 24 hours fall outside the Regulations unless they include overnight accommodation. Other exceptions include travel purchased under a general business travel agreement and occasional, not-for-profit trips offered to a limited group. Separate financial protection may apply to standalone bookings. Please check with us before you pay if you are unsure.

4. Your package holiday rights before you travel

Information before booking. Before you agree to book, you are entitled to key information about your package. This includes the main travel arrangements, the total price, including applicable taxes and charges that can reasonably be calculated, the payment schedule and your cancellation rights. If an additional charge cannot reasonably be calculated in advance, you must be told what type of charge you may have to pay.

Significant changes. If the organiser has to make a significant change to a main feature of your package, cannot meet a special requirement it has already accepted, or proposes a price increase of more than 8%, you can accept the change or cancel without paying a cancellation fee. If you cancel and do not accept a replacement package, the organiser must refund your payments within 14 days of cancellation.

If you choose to cancel. You can cancel before your package starts. The organiser may deduct an appropriate and justifiable cancellation fee and must explain how the fee was calculated if you ask. Any refund due must be paid within 14 days of cancellation.

Unavoidable and extraordinary circumstances. You can cancel without a fee before your package starts if unavoidable and extraordinary circumstances at or near your destination significantly affect the package or transport to the destination. Serious political unrest may qualify if it has that effect. In these circumstances, you are entitled to a full refund within 14 days of cancellation. There is no entitlement to additional compensation for cancellation on these grounds.

If the organiser cancels. You are entitled to a full refund if the organiser cancels your package before it starts. If the organiser lawfully cancels because unavoidable and extraordinary circumstances prevent it from providing the package, or because the minimum number of travellers has not been reached and the required notice is given, the refund is due within 14 days and no additional compensation is payable.

If someone else can travel in your place. You can transfer your package to someone who meets the booking conditions. Give the organiser reasonable notice in writing, for example by email. Notice given at least seven days before the package starts is always considered reasonable. The organiser must provide evidence of any transfer costs it charges. Those costs must be reasonable and must not exceed what the organiser actually incurs.

5. If something goes wrong during your package holiday

If an included service is missing or differs from what was agreed, tell the package organiser or your Kelly Sunshine Travel adviser without undue delay so the organiser has the opportunity to put things right. If a significant part of the package cannot be provided, the organiser must offer suitable alternative arrangements where possible, at no extra cost. Depending on what happened, you may also be entitled to a price reduction or compensation.

The organiser must provide appropriate assistance without undue delay if you are in difficulty. If an individual supplier, such as a hotel or airline, stops trading, the package organiser remains responsible for the services included in your package.

6. If a travel company becomes insolvent

If Kelly Sunshine Travel Ltd becomes insolvent, contact PTS with your booking reference and proof of payment. PTS can check the status of your payments and explain the next steps.

If your package organiser becomes insolvent, the financial protection that applies to your package covers payments for services that cannot be provided because of the insolvency. If passenger transport is included and the insolvency affects your trip, the protection also covers getting you home where needed and any necessary accommodation while you wait. Your booking documents identify the protection that applies.

If a standalone supplier or airline becomes insolvent, check your booking documents for the protection that applies. Where supplier or airline failure insurance applies to payments released from the PTS trust, the terms of that cover determine what you can claim.

7. ATOL and travel insurance

ATOL. If your booking is ATOL protected, you will receive an ATOL Certificate when you make your first payment. It names the ATOL holder and lists the arrangements protected if that holder stops trading. Keep your certificate with your travel documents and follow its instructions if you need to make a claim.

Travel insurance. Please arrange suitable travel insurance from the time you book. Check that the policy meets your needs, including cover for personal cancellation, emergency medical treatment, lost belongings and any activities you plan to do. Your policy sets out what is covered.

8. Booking approval, payments and refunds

8.1 Your pre-booking quotation

Before we make any booking, we will email you a formal pre-booking quotation. It will set out your requested travel arrangements, the total price, any deposit and balance due, payment deadlines and payment instructions. We will also provide these terms and the applicable terms of the package organiser or travel supplier.

Please check the quotation and read the terms before replying. If anything is incorrect or unclear, contact your Kelly Sunshine Travel adviser before giving approval.

8.2 Your written approval

You must reply to the pre-booking email confirming that you are happy to go ahead. By replying, you authorise us to make the booking and confirm that you have reviewed your requested arrangements, understand what you must pay and when, and accept the terms provided for your booking.

We keep the quotation and your reply as a record of what was provided and what you approved. This helps you, Kelly Sunshine Travel Ltd and advisers acting on our behalf resolve any booking or payment dispute.

8.3 Your booking confirmation and travel documents

Once your booking is confirmed and we have received the required deposit or full payment, we will email you separately to confirm that your holiday is booked. This email will include your booking reference and confirmation documents. Please check them promptly and tell your adviser if anything is incorrect or missing.

We will email further travel documents, booking updates and supplier notices about changes or corrections (errata) as they become available. Please read them when they arrive.

8.4 Your final balance

For package holidays, the organiser's confirmation sets out its payment schedule. Where a balance is payable after booking, your payment to Kelly Sunshine Travel Ltd is due **14 calendar days before the organiser's balance deadline**. We will give you the exact date in your pre-booking email before you approve the booking.

This allows time for payment to reach the PTS trust account, be allocated to your booking and be sent to the organiser before its deadline. Use the payment instructions provided and quote your booking reference. For late bookings or bookings requiring full payment upfront, we will confirm the due date before you approve.

8.5 Refunds and disputed payments

If you are waiting for a refund or have a payment query, please contact your Kelly Sunshine Travel adviser. Have your booking reference, proof of payment and any relevant correspondence to hand.

If you paid by debit or credit card, you may be able to ask your card provider to reverse the payment through a chargeback. This may be available if a service was never provided or an agreed refund has not arrived. Your card provider can explain the evidence it needs and any deadlines that apply. You can check those deadlines while we look into your query. For eligible credit card purchases, you may also have separate rights under Section 75 of the Consumer Credit Act.

If you paid by bank transfer, please contact us about any booking or refund query. If you suspect fraud or see a payment you did not authorise, contact your bank or card provider immediately.

Your written approval records your instructions to proceed. Your statutory rights and any rights you have through your bank or card provider continue to apply.

9. Who to contact

Please contact your Kelly Sunshine Travel adviser first about any booking, payment or refund query. If we cannot resolve a PTS-related issue, or you cannot reach us because we have ceased trading, contact Protected Trust Services on 020 7190 9988. For an ATOL claim, follow the instructions on your ATOL Certificate.

Nothing in these terms affects your statutory rights.