

Black List Escapes Ltd — Agency Terms of Business (PTS)

Company number: 16690772 **Registered address:** The Old Railway Yard, Well Lane, Liskeard, United Kingdom, PL14 5EA

1. Contract and Status

These terms set out how Black List Escapes Ltd (“we/us”) arrange your travel bookings. In most cases we act as your agent; your contract for travel services (for example with an airline, cruise line, tour operator or hotel) is with the relevant supplier (“Principal”) and their booking conditions apply. Our own terms govern our services as agent only. If on any occasion we act as the organiser of a package, we will provide the applicable Package Travel Regulations information and issue the appropriate documentation at the time of booking.

2. Booking Details and Accuracy

Please check all details on your confirmation immediately and advise us of any errors within 24 hours. Names must match passports. Changes requested after tickets or vouchers are issued may incur charges levied by suppliers. We rely on information provided by suppliers and cannot accept liability for obvious errors or omissions beyond our control, but we will correct any inaccuracies we become aware of as soon as reasonably possible.

3. Payments and the PTS Trust Account

A deposit or full payment is required at the time of booking as advised by the supplier. Balances must be paid by the due date or the supplier may cancel and apply charges. All client monies are paid directly into the Protected Trust Services (PTS) independent trust account and are subject to daily reconciliation. Payments are released to suppliers in line with PTS trust rules and Supplier Failure Insurance where applicable.

4. Changes, Cancellations and Refunds

All change or cancellation requests must be made in writing. As we act as agent, the supplier’s terms and charges apply (which may be up to 100% non refundable depending on the fare or rate chosen). Where a refund is due, it will be processed once received from the supplier back into the trust account. Some services are non refundable or non changeable. If the supplier significantly alters or cancels their service, your rights are set out in the supplier’s conditions and, for packages, in the Package Travel Regulations. We will assist you in exercising those rights.

5. Travel Insurance

Comprehensive travel insurance is strongly recommended to cover cancellation, medical and repatriation costs, baggage, and other risks. Some suppliers require proof of adequate cover as a condition of travel. Please read your policy carefully for cover limits and exclusions.

6. Financial Protection and ATOL Certificates

For licensable flight inclusive packages sold as agent of an ATOL holder, an ATOL Certificate must be provided at the time of first payment; we will ensure this is issued by the ATOL holder or by us on their behalf. For non flight packages and single service bookings your monies are protected in the PTS trust account until paid to the supplier under the trust rules. Protection varies by product and will be explained at the time of booking.

7. Travel Documents and Delivery

Tickets and vouchers are normally issued electronically. Once despatched, we are not responsible for non receipt unless due to our negligence. Re issue fees may apply if documents need to be replaced. You must carry all required documentation (such as passports, visas, vaccination certificates) to travel.

8. Passports, Visas and Health Requirements

You are responsible for meeting entry, passport, visa, and vaccination requirements for all destinations. Guidance is available from the UK government (FCDO), destination embassies and the NHS. Many countries require at least six months' passport validity beyond the return date; airlines may require specific ID even on domestic routes.

9. Data Protection

We process personal data in accordance with UK GDPR and the Data Protection Act 2018. We will share your data with suppliers and authorities as necessary to fulfil your booking, including any special category data (for example health or dietary information) that you choose to provide so that services can be delivered. For details on your rights or to make a request, please contact us at the details shown on your booking confirmation.

10. Complaints

If a problem arises during travel, please report it to the supplier or local representative immediately so they can remedy it. Please also notify us so that we can assist. If unresolved, write to us within 28 days of your return with full details. This does not affect any statutory rights you may have under the Package Travel Regulations where applicable.

11. Pricing, Taxes and Service Fees

We reserve the right to correct pricing errors. Local taxes, resort fees or environmental charges may be payable directly at the destination and are not always included in advance purchase rates. We may charge a reasonable service fee for certain services (for example, out of hours assistance or ticket re issue); any such fees will be advised before you confirm.

12. Governing Law and Jurisdiction

These terms and any non contractual obligations arising from them are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, unless you live in Scotland or Northern Ireland, in which case you may bring proceedings in your local courts.

Note: These terms reflect our status as agent. If we act as organiser of a package in future, we will issue organiser terms in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018.