

## Ts and Cs

### **Hotelshop UK LTD trading as Great Little Breaks Booking Conditions**

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Hotelshop UK Limited, Company No. 3812146, trading as Great Little Breaks of Brine Well House, Tower Hill, Droitwich Spa, Worcestershire WR9 8BY ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your", include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Our obligations to you may vary depending on whether or not what you have booked with us is a "package" as defined within the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"). A 'package' exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or break:

- a) Transport; or
- b) Accommodation; or
- c) Rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- d) Any other tourist service not intrinsically part of one of the above travel services,

**Provided that** those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price, or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** Please note that where you have made a booking which consists of not more than one type of travel service listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a package where the tourist services:

- Do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent, an essential feature of the package; or
- Are selected and purchased after the performance of the transport, accommodation or car rental has started

These bookings will be treated as **'non-package' bookings** and will not be afforded the benefit of the rights under the PTRs.

We have provided clarity throughout these Booking Conditions as to which obligations **do not** apply to these 'non-package' bookings.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

a) He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;

b) He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);

c) He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;

d) He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## 1. Booking & Paying For Your Arrangements

All prices are based on 2 adults sharing a double/twin room. A booking is made with us when you pay us in full (unless the Flexibility Payment Option has been selected at the time of booking – see below) and we issue you with a booking confirmation. We reserve the right to return your payment and decline any booking at our absolute discretion.

If you book with us via our website or via our one of our affiliates/agents, at the end of the booking process, you are asked to confirm that you have read and agree with our Booking Conditions. The final page gives you a booking reference which is your confirmation, which we will reconfirm to you if you have provided your email address.

If booking by telephone or any other communication channel, on receipt of your booking and all appropriate payments we will, subject to availability, confirm your break by issuing a confirmation invoice to the party leader or travel agent. Please check any documentation carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

You must ensure that all information you give us in connection with your booking is accurate and complete. Failure to do so may indicate that the booking is fraudulent.

If you believe that any details on the booking confirmation or any other documents are wrong, you must advise us immediately on 01905 792818 as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within 10 days of our sending it out.

In the event that any information is or appears to be incorrect or incomplete, we have the right to decline or cancel the booking as referred to in clause 9, and cancellation charges may apply.

**Food and Beverage vouchers:** Please allow up to 7 working days to receive your food and beverage vouchers. All tickets will be sent via email or issued directly at the hotel. In the event you do not receive your voucher/s please call us on 01905 792818. Please note you will receive a Food and Beverage voucher per room per booking.

**Fully Refundable Breaks** - these are specific deals and will be highlighted accordingly. (All other deals remain pre-paid/non-refundable.)

Please be assured that you are free to cancel or amend your booking up to 7 days prior to your original arrival date with no questions asked, no fees and no fuss.

Cancellations and refunds after this period will not be permitted, however you will be able to amend your break to a later date up to 3 days prior to arrival, subject to availability. The amended booking is non-transferable and non-refundable.

The amendment only applies to the same break at the same hotel.

The rate you have paid is the minimum rate that will be honoured. The difference between this and any subsequent rate reductions, promotions or special offers, including price-drops, cannot be refunded in line with any amendments.

Please be aware that if you do decide to amend your dates after the 7 day period your break may be subject to a rate increase and therefore may incur additional charges.

Please note: we unfortunately cannot accept amendments within 72 hours of arrival and a 100% cancellation charge will apply if you are unable to fulfil your booking.

The exception to this is if the Government extends or re-introduces guidelines and measures that forbid, or limit, non-essential travel or overnight hotel stays in line with the COVID-19 pandemic.

## 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any literature are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

**Attraction tickets:** All attraction tickets vary and will be sent either by email, which may need to be printed off, by post or issued directly at the hotel. You should receive your attraction tickets 48 hours prior to departure. In the event you do not receive your ticket/s please call us on 01905 792818.

We strongly advise checking attraction opening and closing times prior to arrival, along with allowing enough travel time if you are meeting specific time slots. We cannot accept any responsibility for any missed attraction unless we are found negligent.

## 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, coronavirus-related events, medical expenses and repatriation in the event of accident or illness.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 4. Pricing

**We reserve the right to amend the price of unsold breaks at any time and correct errors in the prices of confirmed breaks.**

There are different ways of confirming the final price of your break depending upon whether you book by telephone or online.

**By Telephone**

We reserve the right to increase or decrease the prices of breaks at any time prior to confirmation. The price of your chosen break will be confirmed at the time of booking.

We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Accommodation rates and meals as described in the accommodation entry may not apply over Easter/ Christmas/New Year or certain dates associated with special events.

### **Via a website**

The prices shown on our website are for guidance only until you enter our secure server, when the rates shown are guaranteed, subject to reasonableness with regard to any rates shown that are clearly incorrect. We reserve the right to cancel bookings where the rate has been loaded incorrectly by either ourselves or our supplier, in this instance we will refund all monies paid to you but will not be liable for any additional costs/compensation. A total price of your chosen break will be given before you confirm your booking which you may accept or not.

Please note, the information and prices shown in printed or digital literature may have changed by the time you come to book your break. Whilst every effort is made to ensure the accuracy of these prices at the time of printing, regrettably changes and errors do occasionally occur. You must therefore ensure you check all details of your chosen break (including the price) with us or your travel agent at the time of booking.

### **We also reserve the right to increase the price of confirmed breaks solely to allow for increases which are a direct consequence of changes in:**

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b) the level of taxes or fees chargeable for services applicable to the break imposed by third parties; and
- c) any exchange rates relevant to the package

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed break (excluding amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another break if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and

receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your break go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £15. However, please note that some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed break within 20 days of your departure nor will refunds be paid during this period.

## **5. Jurisdiction and applicable law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **6. Cutting your break short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your break and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your break not completed, nor be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **7. If You Change Your Booking & Transfers of Bookings**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking.

Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £15 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

**Transfer of Booking:**

If you or any member of your party is prevented from travelling, that persons(s) may transfer their place to someone else, subject to the following conditions:

- a) That person is introduced by you and satisfies all the conditions applicable to the break;
- b) We are notified not less than 7 days before departure
- c) You pay any outstanding balance payment, an amendment fee of £15 per person transferring as well as any additional fees, charges or other costs arising from the transfer; and
- d) The transferee agrees to these Booking Conditions and all other terms of the contract between us

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## **8. If You Cancel Your Booking Before Departure**

- a) If you or any other member of your party decides to cancel your confirmed booking you must notify us via telephone, email or post. Your notice of cancellation will only take effect when it is acknowledged by us at our offices and you are provided with a cancellation reference. Should one

or more member of a party cancel, it may increase the per person break price of those still travelling and you will be liable to pay this increase.

**Non-package bookings:**

All non-package bookings are payable in full at the time of booking and are non-refundable unless you have booked a fully refundable deal - specifically highlighted as such.

**Package Bookings**

Bookings inclusive of Theatre & Hotel (with or without rail), Attraction & Hotel (with or without rail), Rail & Hotel are subject to the below unless otherwise stated.

Please note: all theatre and attraction breaks, and rail inclusive breaks are pre-paid and non-refundable. We endeavour to procure the cheapest prices for hotels, theatre and attraction tickets and rail fares which are non-refundable, non-transferable, and therefore carry a 100% cancellation charge.

However, if you choose a refundable hotel rate (if available at the time of booking), a refund on this part of your package will be passed back to you, providing the cancellation is more than 7 days prior to arrival. The refund we receive from the supplier will be passed onto you, the customer, minus any supplier cancellation fees and a fixed Great little breaks administration charge (see below).

If you choose a flexible rail fare, dependent on the terms and conditions shown at the time of booking, and cancel within these terms, the cost of the rail tickets will be refunded to you, minus the National rail cancellation fee of £10 and a fixed Great little breaks administration charge (see below) .

Note: name changes are not allowed on some ticket types, please speak to Great little breaks and they can advise.

In any instance whereby all parts of your package are booked on flexible refundable terms, the full package is refundable and is cancelled more than 7 days prior to arrival, the full price of the package will be refunded to you, minus any supplier fee's and a fixed Great little breaks administration charge (see below).

Fees applicable:

- Name change (where possible): Supplier charges and fees + a fixed Great little breaks administration charge of £15 per person
- Component change (where possible) including change of date or a cancellation (i.e. change of hotel, rail journey or show/attraction tickets): Supplier charges and fees + a fixed Great little breaks administration charge of £15 per person. The Great little



breaks fixed administration charge will be capped at £25 per person for multiple components within a package

Please note: if part or all of your package is non-refundable then full supplier charges will apply. If any part of your package is refundable all changes or cancellation requests must be acknowledged 7 days prior to arrival otherwise may incur full supplier cancellation charges.

Please note the following:

- Theatres, shows, events and attractions are generally all non refundable
- A non-refundable rate at a hotel will incur full cancellation charges for any change or cancellation request
- Advance purchase, ITX or group discount rail fares also will incur a full charge for any change or cancellation request

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

b) Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed break before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your break destination or its immediate vicinity and significantly affecting the performance of the break or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity.

For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, and significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions, which make it impossible to travel safely to the travel destination.

This clause 8 b) outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

**Please note that this clause 8 b) does not apply to Non-Package bookings.**

## **9. If We Change or Cancel**

We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Occasionally, we have to make changes to and correct errors in the brochure / website and other details both before and after bookings have been confirmed and cancel confirmed bookings and we must reserve the right to do so. Where any information provided to us in connection with any booking is or appears (in our reasonable opinion) to be incorrect or incomplete, we have the right to decline or cancel that booking. In the event of cancellation of a confirmed booking in these circumstances, cancellation charges may be applied. Any refund we may agree to make will be conditional on ourselves and the credit card provider being satisfied that the transaction is not a fraudulent one.

**a) Changes:**

If we make a minor change to your break, we will inform you as soon as reasonably possible if there is time before your departure. Examples of minor changes include change of accommodation to another of the same or higher standard. Please note that transport providers such as ferry companies used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. "Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements by more than 12 hours.
- A significant change to your itinerary, missing out one or more destination entirely.

**b) Cancellation:**

We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your break before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- a) (for significant changes) accepting the changed arrangements; or

- b) having a refund of all monies paid; or
- c) if available and where we offer one, accepting an offer of an alternative break (we will refund any price difference if the alternative is of a lower value)

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

**c) Compensation:**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a) if, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) if we cancel your booking and no alternative arrangements are available and/or we do not offer one

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure within which notice of Cancellation or significant change is notified to you	Compensation payable per person booking
56 days or more	Nil
22-55 days	£10
8-21 days	£15
Less than 7 days	£20

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a significant change or cancel your arrangements more than 56 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 10).

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make

alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## **10. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **11. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and

arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **12. Check-in and Check-out**

Hotel check-in is normally from 2pm, however this may vary by property. For guests who check-in after midnight, your accommodation will be reserved from the previous day and this will therefore count as the first night of your stay. Check-out is normally at 11am but this may vary by property and we will update you at the time of booking.

## **13. Hotel ratings**

The ratings shown are given as a guide only, they symbolise the level of service and range of facilities that you can expect. Due to the different grading systems in the UK, we have identified the rating that best suits the property.

## **14. Disabilities and Medical Problems**

We are not a specialist disabled break company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability, which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **15. Complaints**

We make every effort to ensure that your break arrangements run smoothly but if you do have a problem during your break, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us directly on [customerservices@greatlittlebreaks.com](mailto:customerservices@greatlittlebreaks.com). If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office Greatlittlebreaks Customer Service Department, Brine Well House, Tower Hill, Droitwich Spa, Worcestershire, WR9 8BY within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. We will endeavour to respond to all complaints within 28 days. Please note comments made via our feedback service do not constitute to a complaint. All complaints must be sent formally in the above manner.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 24 for further details.

## **16. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including

legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## 17. Our Responsibilities:

### A: Package Bookings:

1) Where you have booked a "package" with us, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package break, you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your break. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

2) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard), for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your break. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **B. Non-Package Bookings:**

Our basic obligation under this contract is to select suppliers with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused.

## **C. All Bookings:**

(1) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a) the act(s) and/or omission(s) of the person(s) affected;
- b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- c) Events Beyond Our Control (as defined in clause 10)

(2) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

### **(a) loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

### **(b) Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

### **(c) Claims in respect of international travel by, sea, rail, or any stay in a hotel**

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include; The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and



conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money, which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(3) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(4) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(5) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; (b) relate to any business; (c) indirect or consequential loss of any kind

(6) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **18. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on break are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for

the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 19. Insolvency Protection

We provide financial security for both our package and non package breaks by way of a bond held with ABTA of 30 Park Street, London SE1 9EQ.

## 20. Conditions of Suppliers

Many of the services, which make up your break, are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions, which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### **Attraction tickets and vouchers**

Individual terms and conditions are applicable for attraction and voucher breaks. Please refer to these in your booking confirmation. If you are unsure, please contact our great little team on 01905 792818.

## 21. Prompt Assistance

If, whilst you are on break, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for, or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused

intentionally by you or a member of your party or otherwise through your or your party's negligence.

**Please note that clause 21 does not apply to Non-Package Bookings**

## **22. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party miss your transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the transport supplier concerned immediately.

We cannot accept liability for any delay, which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any carrier who, for example, fails to check in or board on time).

The carrier(s), timings and types of carriage shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct times. If times change after tickets have been dispatched we will contact you as soon as we can to let you know.

## **23. Promotions**

Whereby you are presented with an incentive to book, by entering a VIP discount code, please note these cannot be used in conjunction with gift voucher purchases, any other promotional offer or third-party offer and are only valid per booking not per room. For bookings that require more than one room please contact our customer service team who will be happy to assist.

## **24. ABTA**

We are a member of ABTA, membership numbers Y3251 and L8766. We are obliged to maintain a high standard of service to you by ABTA's Code of

Conduct. We can also offer you ABTA's scheme for the resolution of disputes, which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com)