

# Conditions of Booking

These conditions of booking and information in this brochure, set out the terms on which you contract with HF Holidays Limited (HFH). They shall be governed by and construed in accordance with English law, being subject to the jurisdiction of the Courts of England and Wales. No variation shall be of any effect unless in writing and by the authority of HF Holidays Ltd.

## 1 You pay a deposit

When booking a holiday, you must sign a booking form accepting on behalf of all your party the terms of these conditions of booking and pay the appropriate deposit shown on the booking form per person for all holidays.

The deposit paid in respect of each holiday is accepted as a first instalment of the charge. The receipt or banking of a deposit or the making of a provisional reservation does not imply final acceptance of the booking; neither is a verbal quotation confirmation of final cost. If a booking cannot be accepted, notification and refund of any deposit will be sent as soon as possible.

If accepted a confirmation invoice will be forwarded to you normally within 2 weeks of receipt of your signed booking form. The contract is made between us when we send this confirmation. Any money you pay to your travel agent will be held by him as your agent until we despatch our confirmation, from which point money will be held as agent for HFH. All monies paid to your travel agent for holidays by air are at all times held on behalf of HF.

## 2 You pay the balance

The balance of the price must be paid 6 weeks before the holiday departure date.

If you book within the balance due period you must pay the full holiday price at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set in our paragraph 4.

## 3 If you change your booking

If after your booking has been confirmed you wish to transfer to a different holiday or departure date in this brochure, we will make every effort to satisfy your requirements provided that written notification is received at our offices from the person who signed the booking form or their travel agent, not later than the date on which balance of the original holiday price is due for payment. Alterations made within the balance due period will be regarded as a cancellation by you of the original holiday and a new booking for a different holiday, and the cancellation charges set out in paragraph 4 will apply.

If after your booking has been confirmed you are unavoidably prevented from proceeding and wish to transfer your confirmed booking to another suitable person, you can do so, provided that this is not later than 30 days before departure. You, as transferee of the holiday, and the transferee shall be jointly and severally liable to us for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing component parts of your holiday. In all cases, you will be required to pay an administration fee of up to £20 per person plus appropriate holiday insurance premium, if applicable.

## 4 If you cancel your booking

Should you, or any member of your party, be forced to cancel your holiday booking you must do so in writing and this letter must be signed by the person who signed the booking form. A cancellation will take effect from the date that written notice is received at our office. All such cancellations will be subject to a charge of a percentage of the total holiday price, and the following scale indicates the maximum which will be charged in any circumstance.

More than 42 days before departure	Deposit
42 - 22 days	50%
21 - 15 days	60%
14 or less days	80%
Day of departure or later	100%

Note: If the reason for cancellation is covered under the terms of your holiday insurance policy you may be able to reclaim these charges. Cancellation charges are exclusive of holiday insurance premiums.

## 5 Rights of admission

HF Holidays reserve the unconditional right to refuse a booking or to debar a person from a holiday in the event of conduct which in our reasonable opinion is likely to cause distress, damage or annoyance to guests, employees, property or to any third party. This includes any guest who fails to advise us of a medical condition or of a disability which prevents their full participation in a holiday programme. If we are not informed in this way we cannot be held responsible for any inconvenience or costs incurred by you and this may include our refusal to complete your holiday arrangements. Cancellation charges of 100% would apply in these circumstances.

If you or any of your party do not take up your accommodation within 24 hours of the date of arrival shown on your confirmation, it will be offered for re-letting.

## 6 Prices

We will not impose any surcharges on the price of your holiday less than 42 days before departure. In addition, if surcharges become necessary before that time, we will absorb an amount up to the first 2% (excluding insurance premiums and any amendment charges) of any surcharges that apply. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. Where a surcharge is payable, there will be an administration fee of 50p per person, together with an amount to cover agents' commission. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel, you must exercise your right to do so within 14 days from the issue date printed on the confirmation invoice.

## 7 Brochure accuracy

The information given in this brochure about departure dates, times, itineraries, accommodation, duration of flight and airlines has been carefully checked and we believe it is correct at the time of publication. We reserve the right to make changes and where they occur, they will be advised to you before the booking contract is concluded.

## 8 If we alter your holiday plans

If we have to alter your holiday before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (and a major alteration is an alteration which involves changing your tour or time of departure by more than 6 hours, offering accommodation with a lower rating, or changing your resort or airport), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you compensation on the scale shown below (on the assumption that the full balance has been paid).

More than 42 days before departure	nil
42 - 29 days before departure	£10
28 - 15 days before departure	£15
14 - 0 days before departure	£20

Where, after departure, a significant proportion of the services contracted for is or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

## 9 Changes to brochure descriptions

Brochure descriptions are provided by us in good faith and every care is taken to ensure accuracy. Between brochure publication and your holiday, changes can and do occur. We feel it is right to point out that advertised facilities may be subject to change by the various suppliers concerned. There may be occasions when an advertised facility or activity is not available during your own holiday. This may be due to insufficient numbers, weather, operational or maintenance reasons. All hotel gradings are those provided by the countries concerned, as are distinctions between pensions and hotels.

We cannot guarantee that any specific Leader or number of guests or Leaders will be present on any holiday at any particular time.

We cannot give any firm information about an airline on which you may travel until tickets are issued and we are not in a position to state aircraft type.

## 10 If we cancel your holiday

We make every endeavour to operate all of our holidays. If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid. We shall not cancel a holiday or travel arrangements after the date when the payment of the balance becomes due, unless you, the guest, defaults in payment of an outstanding balance or unless it is necessary to do so as a result of force majeure.

Force majeure means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

## 11 Travel and transport

Tickets for travel of any kind whatsoever, whether by land, sea or air, are issued subject to the conditions and regulations published in the timetable, books or other notices of the persons, companies or authorities undertaking such transport. There is no guarantee that flights will depart at the time specified, and we do not have any liability to you for any delay which may arise. Where such delay does arise, we will use our best endeavours to arrange for the air carrier to provide appropriate meals, etc, but we ourselves will not make any such provision.

## 12 Our responsibility

(i) Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us in the UK not be as described in the brochure and not be of a reasonable standard, and, subject to (iii), (iv) and (v) below, will pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers, such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(ii) Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us before departure, we accept responsibility subject to (iii), (iv) and (v) below.

(iii) We accept liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure in your holiday arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault, or arises from the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

(iv) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962.

(v) It should be noted that our acceptance of liability in (i), (ii), (iii) and (iv) above is conditional upon you assigning any rights to us that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in clause 17.

(vi) Other than as set out above, and as is detailed elsewhere in these conditions of booking, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of any holiday arrangements booked with us.

## 13 Parental responsibility

Parents or guardians undertake to accept full responsibility and supervision of and for their children at all times.

## 14 Passports, Visas and Health

It is your own responsibility to check that your passport, visa or health certificate is in order. We cannot accept responsibility for any delay or expense incurred through irregularities in your documents.

## 15 Insurance (for overseas holidays only)

The person signing the booking form warrants that holiday insurance will be taken out by all persons named on the form.

## 16 Our complaints procedure

If you have a complaint during your holiday you must notify our Management, Leader or local representative immediately and they will do their best to resolve the problem. Should it not be possible to resolve your complaint on the spot, you should write to our London office. This must be received no later than 28 days after your holiday. Full details should be provided. No claim or complaint will be entertained unless you follow this procedure. All complaints that are received are thoroughly investigated and guests are kept informed. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle all complaints amicably.