

## **Hampton Court Travel Terms & Conditions**

These conditions are limited to your contract with Hampton Court Travel where Hampton Court Travel is the provider of the Holiday or Accommodation or Excursion or any combination of the three. If your booking includes a Package Holiday or Flight or Accommodation or Excursion provided by someone other than Hampton Court Travel, whether Hampton Court Travel has acted as the agent or not, then your contract is subject to the conditions set forth in the applicable Tour Operator's brochure or in the case of an Airline, that airline's usual booking conditions.

**IMPORTANT NOTICE:** Your contract with Hampton Court Travel is in addition to, and mutually exclusive of, any other contract you may have with another Tour Operator, Airline, Charterer or other holiday provider. These conditions do not affect your statutory rights.

**1. Your Contract with Hampton Court Travel:** When you make a booking with Hampton Court Travel you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist upon our accepting any monies from you towards the booking or upon the issue of our Confirmation/Invoice, whichever is the earlier. These conditions in conjunction with the information set out in our published information form the entire agreement between yourself and ourselves.

**2. Making a Booking:** When you or your travel agent make a booking with Hampton Court Travel and we accept it, a deposit of £100 per person or 10% of total cost (whichever is greater) will be due. The balance must be paid no later than 12 weeks before the due departure date. A Confirmation/Invoice will then be sent to you or your travel agent. Any monies you pay to your travel agent are held by him on our behalf at all times.

**3. Prices Prices:** Are fixed at the time of booking and generally will not be subject to surcharges. The only exception to this will be an increase in our costs arising as a result of any government action including but not limited to new or increased taxes such as VAT. When a surcharge is payable an administration charge of £2.50 per person together with an amount to cover travel agents commission (if applicable) will be added. If this means that you have to pay more than 20% of the original booking price you will be entitled to a full refund of all monies paid in respect of your booking with Hampton Court Travel except an amendment charge. Should you decide to cancel because of this then you must exercise your right to do so within fourteen days from the date we advised you or your travel agent of the amount due. We reserve the right to change our prices at any time before you book including any special offers we may from time to time have which may not be the same as set out in our publicity material.

**4. Changes by You:** If you wish to change your booking with Hampton Court Travel in any way and we can accept the change, we reserve the right to make a charge of £10.00 per person per amendment provided that your instructions in writing are received two months or more prior to departure. Thereafter, except as provided by applicable law, cancellation charges, as specified in Condition 5 below, apply.

**5. If you cancel your booking:** You or any member of your party may cancel your booking at any time proving that the cancellation is made in writing by the person who made the original booking and is communicated to us either direct or via your travel agent. You will receive a refund of the amount paid (excluding any

amendment charge) less the cancellation fees specified below. Refunds are made only through the original booking office:

Period before Scheduled Departure Date that Notice of Cancellation is Received.	Cancellation Charge as % of Booking Price.
60 days or more	Deposit
30 - 59 days	50%
15 - 29 days	75%
14 days or less, or 'no-show'	100%

(Please note that where flight tickets have been booked by Hampton Court Travel acting as an agent for the airline the airline's cancellation charges apply. In general this means that flights are not refundable once booked.)

**6. If We Amend your booking:** It is unlikely that we will have to amend your booking. Occasionally changes may be made which we reserve the right to do at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers set out in publicity material are subject to change and all details given to you are for guidance only. Confirmed dates will be as shown on your ticket. Should a material change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change although you must let us know by return. A material change is one made to your travel arrangements before departure involving change of departure or arrival airport (other than between airports within the same city airport system) outward or return flights being re-scheduled by more than 12 hours or by substitution of accommodation originally booked with one of a lower grade. If we alter the airline, aircraft type operating your flight or routing this is not a material change and we be under no obligation to notify you of any such change in advance. If you do not wish to accept a material change we will give you a full refund and in addition, whether or not you accept a material change prior to departure we will also give you compensation for the inconvenience as follows:

Period before Scheduled Departure Date within which a material change is notified.	Compensation payable to you or your travel agent, per person.
30 days or more	Nil
15 days to 29 days	£10
14 days or less	£20

This is the only recompense that will be paid to you. As we do not control the day-to-day management of your accommodation, it is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival at your destination. If this happens, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available then we will refund the difference of the brochure price between the accommodation booked and that available together with compensation of £15.00 per person for any inconvenience. **IMPORTANT NOTICE:** We are not responsible for changes which arise as a result of events 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. If We Cancel your Booking:** We reserve the right in any circumstance to cancel your booking. However, in no case will we cancel your booking less than two months prior to departure unless it is for reasons outside of our control or for late or non-payment by you. If we have to cancel your booking (other than for late or non-payment by you) we will offer you a full refund of all monies paid in respect of the booking .

**8. Our Liability:**

(i) Our obligations, and those of our suppliers providing any service or facility involved in any part of your Holiday or Excursion, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (iv) below, should any part of your Holiday or Excursion not be as described in the brochure or elsewhere by us before you leave the U.K. If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation in accordance with English law. However, the maximum we will pay you in any circumstances is twice the price of the original Holiday or Excursion cost. This maximum will only be payable when every aspect of your Holiday or Excursion has gone wrong and you have not received any benefit from your Holiday or Excursion. 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.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your Holiday or Excursion, we accept liability subject to paragraph (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation in accordance with English law.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v), (vi) and (vii) below except where the cause of the failure in your Holiday or Excursion 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 either attributable to you, or attributable to someone unconnected with the Holiday or Excursion and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) 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 and/or in an identical manner to the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention

1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your Holiday or Excursion.

(vi) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "Complaints".

(vii) Should you become ill while on Holiday, you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

(viii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Holiday or Excursion arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person's responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1500 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(ix) Other than as set out above, and as is detailed elsewhere in these booking conditions, 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 your Holiday or Excursion. 9. Documentation Where travel and health documents are necessary to comply with the requirements of the country you may wish to visit then it is your responsibility to procure them. If failure to obtain any such documents results in fines, surcharges or any other financial penalty, being imposed upon us then you shall reimburse us accordingly. You must ensure, by consulting your own Doctor if necessary of specific precautions deemed prudent for the country/resort you intend to visit and the appropriate medication/inoculations complied with.

**10. Conditions of Carriage/Accommodation:** Each journey (whether undertaken or not) that you book by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of the applicable agreements are available for inspection at the offices of the carrier concerned. It is your own responsibility to re-confirm the onward or return sectors of any air journey with the carrier concerned or such carrier's duly authorised agents and according to such carrier's regulations. When you book accommodation (whether provided or not) its availability or provision is subject to the 'house rules' of the hotel or other accommodation providing or undertaking to provide such accommodation.

**11. Contact:** We reserve the right in our absolute discretion to terminate your

excursion 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.

**12. Unused Services:** No refund will be due to you in respect of non-utilisation of any part of the excursion arrangements made for you.

**13. Insurance:** We cannot stress enough the importance of your taking out adequate holiday insurance against cancellation charges, unexpected curtailment of your holiday, medical expenses arising overseas, loss or damage to luggage and personal liability claims against you. Should you elect not to effect suitable travel insurance cover despite this advice, then you undertake on behalf of yourselves and all members of your party to indemnify both ourselves and our overseas agents and representatives (as applicable) for any costs that arise which would otherwise have been met had such insurance cover been taken out

**14. Complaints:** We do our very best to ensure that your holiday arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity, if necessary by telephoning our UK office from wherever you may be. If a problem arises during your Holiday or Excursion it is important that you advise the supplier and/or our representative at the earliest opportunity who will endeavour to put things right. If your complaint cannot be resolved locally you should advise us within 28 days of the incident, in writing, giving your original booking reference number and all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem.

**15. Applicable Law:** This contract between us, and these booking conditions are governed by and construed in accordance with English Law. Both parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.