

# terms & conditions

Please read these terms and conditions carefully as they form part of your contract with Essential Escapes Ltd when you book a holiday. From time to time they may be updated so please always check our website at [www.essentialescapes.com](http://www.essentialescapes.com) for the latest version.

## 1 About Us

Essential Escapes Ltd is a company registered in the UK. We are bonded with ATOL under licence number 5914. This licence exists to protect you from losing money or being stranded abroad in the unlikely event of our company's insolvency. For more information go to [www.atol.org.uk](http://www.atol.org.uk).

## 2 Booking Procedure:

A booking is made with Essential Escapes Ltd when a) you tell us that you would like to accept our written or verbal quotation, and b) you pay us a deposit (or if within 10 weeks of departure, full payment) and c) we issue you with a booking confirmation. A contract will come into existence as soon as we have issued you with a booking confirmation that will confirm the details of your booking. Upon receipt, if you believe that any details are wrong you must advise us immediately. In the event that we do not accept your booking, we will refund your deposit. You will be required to complete and return a booking form to ensure that your names and contact details are correct. We will send all documents and correspondence to the address on the booking form. Or, if you book through a travel agent or other agent we will send documents to the agent's address. All monies that you pay to the agent will be held by him on our behalf at all times.

## 3 Payments:

The deposit will be 25% of the total holiday value. We reserve the right to ask for a larger deposit depending upon the type of holiday booked. The balance is required 10 weeks prior to departure. We reserve the right to ask for full payment earlier than this depending upon the type of holiday booked. Failure to pay the balance in full at the required time may result in the cancellation of the booking with cancellation charges being incurred as per paragraph 4 below. If you are booking within ten weeks of departure full payment is required immediately. Please take note of paragraph 6 (iv) below.

## 4 Cancellations by you:

Cancellations must be made in writing, by the person who made the booking and will be effective from the date that we receive the written notice. Cancellation charges are set out below and apply in all cases unless we notify you otherwise before the booking is made. After departure date, refunds will not be given for wholly and/or partly unused tickets, transfers, accommodation, spa treatments or other services booked as part of your holiday. In all cases insurance premiums are non-transferable and non-refundable. The percentage below relates to the total holiday cost (excluding insurance premiums, amendment fees and credit card charges) and the period relates to the number of days prior to departure:

|                       |                 |                     |      |
|-----------------------|-----------------|---------------------|------|
| More than 56 days ... | Loss of deposit | 56 - 31 days ...    | 40%  |
| 30 - 07 days ...      | 90%             | 06 days or less ... | 100% |

## 5 Amendments by you:

We will make every effort to ensure that requests for an alteration of the booking are met subject to the limitations imposed on us by our agents' /suppliers' terms and conditions. Requests must be received in writing from the person who made the booking. An amendment fee of £25 per person will be charged in addition to any costs incurred by us in making the changes requested. These charges are due regardless of whether the alteration was successful and are payable immediately. We reserve the right to treat a request as a cancellation and re-booking and the standard cancellation charges will apply as set out in paragraph 4 above.

## 6 Cancellations and amendments by us:

- It is most unlikely that we will have to amend or cancel your holiday, but we reserve the right to do so at any time and in any circumstances. Written notification of "major changes" or cancellation will be sent, as soon as is reasonably possible.
- Changes will either be "major" or "minor". "Major" changes are: a change of accommodation to one of a lower standard or to a different geographical area for the whole of or for the majority of the time that you are away, a change to the scheduled departure time of an aircraft by more than 12 hours, or a change of UK departure airport (except between Heathrow and Gatwick). All other changes will be "minor". In the event that we have to cancel or make a "major" change to your holiday before you depart, we will give you 3 choices: (1) you can accept the change (2) we can offer you an alternative holiday of a comparable standard. If you accept the alternative offered, you will be asked to pay any applicable increased costs or if it is cheaper, we will refund you the difference (3) you can cancel the holiday and we will refund you in full any money that you have paid to us and, provided that you have paid your full balance, we will compensate each person named on the booking form (except those under 12 years of age) with the sum of £40.00. Compensation will not be paid if notification is given of a cancellation or "major" change before the full balance has been paid.
- If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.
- Cases of Force Majeure (see below) or where we cancel your holiday because you have failed to pay your balance on time are excluded from 6(ii) and compensation will not be payable to you and we will not refund you any money.
- Force Majeure means unusual and unforeseeable circumstances beyond our control, the consequences of which neither us nor our suppliers can avoid. These include but are not limited to: war, threat of war, riot, civil strife, terrorist activity, (actual or threatened), industrial dispute, technical problems with transport, power failure, natural or nuclear disaster, fire, adverse weather conditions, unforeseen operational decisions of air carriers such as changes of schedules. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.
- If there is a "minor" change before you depart we will try to tell you before you go although we are not obliged to do so, nor are we obliged to compensate you. Minor flight time changes will be detailed on tickets and you are advised to check these carefully upon receipt.

## 7 Insurance:

Essential Escapes Ltd believes that adequate travel insurance is vital, therefore we have made it a condition of your booking. We are pleased to recommend Holiday Extras Insurance. However, if you organise your own insurance, your policy must have at least the same level of cover as that of Holiday Extras (we will not check it, this is your responsibility) and you must provide details of your policy to us before you travel. 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.

## 8 Special Requests:

If you have a particular request, it should be indicated on the Booking Form or made in writing at the time of making the booking. We will do our best to ensure that your request is met by passing it on to our supplier, although no special request can be guaranteed.

## 9 Holiday prices:

- The prices featured in this brochure and on our website are "lead in" prices and are intended to act as a guideline only.
- We will confirm the price of your holiday at the time of booking. The price will remain subject to change until you have paid in full. Reasons why your holiday price may change include, but are not

limited to, significant fluctuations in exchange rates ("significant" means more than 2% of your total holiday price), charges introduced by the UK or overseas government or any other regulatory body such as taxes, airport charges or bonds. We reserve the right to pass these costs on to you. We will notify you immediately of any increased charges and will send you a revised confirmation. If the increased charges are more than 10% of the total cost of your holiday as stated on the original booking confirmation then you have the right to cancel your holiday. Provided that we receive written notification of your cancellation within 14 days of the date of the revised invoice, you will be given a full refund less any amendment charges or insurance premiums.

- Any changes to exchange rates or other costs that may reduce the cost of the holiday are non-refundable.
- Unless otherwise stated your holiday will not include the cost of visas, overseas airport taxes, vaccinations, insurance, spa treatments, hotel extras, items of a personal nature, tours and excursions and chargeable activities at the hotel.
- We reserve the right to amend the price of unsold holidays at any time.

## 10 Our Responsibilities:

- All of the information in our brochure is checked to ensure its accuracy at the time of going to print (November 2003). However the services and facilities of our suppliers may change from time to time and whilst such changes are out of our control, we will do our best to ensure that you are advised of such changes at the time of booking or prior to departure in accordance with paragraph 6 above.
- If any part of your holiday does not reach a reasonable standard, we will pay you reasonable compensation taking into consideration all relevant factors i.e. steps you could have taken in the circumstances including following the complaints procedure as described below, the extent to which our acts/omissions affected the overall enjoyment of your holiday etc. In all cases, the maximum that we will pay for claims is limited to twice the total cost of the holiday.
- We accept liability for death, personal injury or illness as a result of the negligent acts and/or omissions of our employees, agents, or suppliers acting in the course of their employment and within the scope of our authority in providing a service forming part of your holiday and as such, will pay you damages as might have been awarded in such circumstances by the English courts.
- As regards carriage by air, sea and rail and the provision of accommodation, our liability is limited in accordance with the provisions of International Conventions.
- We will not accept liability where death, personal injury or illness is as a result of a) your own acts or omissions, b) those acts or omissions of a 3rd party unconnected with us and not involved in providing a service forming part of your holiday, c) circumstances which neither we nor our agents/suppliers could have anticipated or avoided even whilst exercising all due care including circumstances of Force Majeure.
- If during your holiday you or a member of your party suffers personal injury, loss or death by misadventure from an activity which does not form part of your travel arrangements with us, we will not be liable to pay you any compensation, but we will assist you if you ask us for help, in writing, within 90 days of the personal injury, loss or death. Assistance may include advice, guidance and if appropriate and at our discretion, financial assistance for the purpose of legal costs only, in making a claim against the offending party. Financial assistance will be limited to £5,000 per booking form and is repayable out of any settlement, damages and/or costs order that you recover from the third party or insurance policy.
- The terms and conditions of companies providing transportation for your travel arrangements apply to and are incorporated into this contract and may affect your rights to compensation. Please ask us for copies of the relevant conditions of carriage.

## 11 Your Responsibilities

It is your responsibility to ensure that you check-in at the required time for departure of your flight and to reconfirm your return flights directly with the airline. You must ensure that you have a valid passport, visa documents and, if applicable, international driving licence according to the requirements of your destination, and conform to the health requirements and vaccinations existing at the time of travel. Losses that either of us suffer because you fail to meet these responsibilities lie with you and you must reimburse us for any such losses. You and your party must behave in a responsible and reasonable manner for the entire duration of your holiday. If for any reason we are advised of inappropriate or offensive behaviour by you or a member of your party, we reserve the right to terminate your holiday and this contract forthwith. In such circumstances we will not be liable to refund to you any money nor reimburse any consequential loss or damage suffered by you. We reserve the right to claim any loss we suffer as a result of any inappropriate behaviour by you, for example damage to hotel property. The Foreign and Commonwealth Advice Unit may issue information about your holiday destination. You are advised to check this information prior to travel.

## 12 Airport delays and other travel information

The airlines and other carriers concerned provide transport timings. They are subject to change as a result of air traffic control restrictions, weather conditions, operational and maintenance requirements etc. We cannot be held liable if there is a change to a departure or arrival time shown on any booking confirmation or ticket. Furthermore, we cannot make any special arrangement for you if you are delayed as such matters are at the sole discretion of the airline or other carrier concerned.

## 13 Complaints Procedure

In the unlikely event that you have a problem during your holiday, complaints must be reported immediately and directly to the Hotel Manager who is the best person to assist or to our designated representative or ground handler the details of which we will have given you prior to your departure. Failure to report your complaint straight away may affect your rights in connection with the matter concerned. In the unfortunate event that matters remain unresolved, please immediately call or fax your complaints through to the Essential Escapes Ltd's office. Tel 020 7284 3344 fax: 020 7284 3348. We will endeavour to react as quickly as possible to ensure that you enjoy the remainder of your holiday. If you are still not content, please put your complaint in writing within 14 days of return to the UK, setting out the reasons for disappointment. We will not accept a complaint that does not follow this procedure. If we cannot resolve the matter between us then it may be referred to the Chartered Institute of Arbitrators who will provide a simple and inexpensive method of arbitration based on documents alone. Certain claims are excluded and conditions apply. Full details of this scheme can be provided to you upon request.

## 14 Data Protection Act

We will be responsible for ensuring that the personal information, which you provide to us during the course of booking your holiday, is kept secure. We will pass on this information to our suppliers where necessary. When making a booking with us, you are consenting to your personal information being passed on to our suppliers. If you would like to know more about our Data Protection Policy, please just ask us.

## 15 Law

Your contract with us shall be governed by English Law and be subject to the exclusive jurisdiction of the English courts.