

Terms & Conditions

1 About Us :

Essential Escapes Ltd is a company registered in the UK. We are bonded with ATOL under licence number 5914. (See clause 18 below)

2 Our Agreement:

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your agreement with Essential Escapes Ltd ("we" or "us"). 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.

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 information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and resident in the United Kingdom 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.

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 this agreement or your 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.

3. Booking Procedure:

To make a booking, as part of our procedure we may ask you to complete and return a booking form and to pay a deposit. A binding agreement between you and Essential Escapes Ltd will come into existence 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. 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.

4 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 payable not less than 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 us treating the booking as being cancelled by you in which case we will impose the cancellation charges set out in paragraph 6 below. If you are booking within ten weeks of

departure full payment is required at the time of booking. For flight inclusive bookings, all monies that you pay to one of our authorised travel agents for your arrangements with us will be held by that agent until they are paid to us or refunded to you.

5. 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. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. These cancellation charges will apply in all cases unless we notify you otherwise before the booking is confirmed. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. 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 that the cancellation is notified to us:

More than 56 days ... Loss of deposit

56 - 31 days ... 40%

30 - 07 days ... 90%

06 days or less ... 100%

Note: Certain arrangements may incur a cancellation charge of up to 100% of that part of the arrangements in addition to the sums detailed above.

6 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 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. If a customer is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given. An administration fee will be charged. Details available upon request.

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

7. Cutting your holiday 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 holiday 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 holiday not completed, or be liable for any associated costs you may incur. Depending

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on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

8 Cancellations and amendments by us:

i 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. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date.

Written notification of "major changes" or cancellation will be sent, as soon as is reasonably possible.

ii Changes will either be "major" or "minor". Examples of "Major" changes are: a change of accommodation to one of a lower official classification 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". Please note that any change in the identity of any carrier(s), flight timings, and/or aircraft type is deemed to be a minor change.

In the event that we have to cancel or make a "major" change to your confirmed holiday before you depart, we will give you 3 choices: (1) you can accept the change or cancellation (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.

Provided that you have paid your balance in full, we will also pay compensation to each person named on the booking form (except those under 12 years of age) with the sum of £40.00.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 10 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or if the minimum number of people required for your arrangements to take place has not been met (in this case we will notify you of our cancellation for this reason within 10 weeks of your date of departure).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

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.

Note on Force Majeure: 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 any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, 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.

9 Insurance:

Essential Escapes Ltd believes that adequate travel insurance is vital. 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 alternative 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.

10 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. The fact that a special request has been noted on your confirmation 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.

11 Accuracy:

We endeavour to ensure that all the information and prices both on our website and in our other publications 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 your booking is confirmed.

12. Holiday prices:

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

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The prices featured in our publications 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 of your holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. 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, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it 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 14 days from the issue date on your confirmation.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

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.

13 Our Responsibilities:

(1) Subject to these booking conditions, your holiday arrangements will be made or performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has **not** been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the

overall enjoyment of your holiday), we will pay you reasonable compensation.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which 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 not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) 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
- (d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

(3) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.

(4) 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 is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you is twice 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 air, sea and 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 Warsaw/Montreal Convention (international travel by air); 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

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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.

- (5) 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 .
- (6) 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.
- (7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description 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; or (b) any business losses.
- (8) 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 publications. 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.

14 Your Responsibilities:

i) 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.

ii) The passport, visa and health requirements applicable at the time of publishing to British citizens for the arrangements we offer are shown on our website. Other than British passport holders must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHC prior to departure. The Foreign and Commonwealth Advice Unit may issue information about your holiday destination. You are advised to check this information prior to travel. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

iii) 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.

15 Airport delays and other travel information:

We regret 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.

The carrier(s), flight timings and types of aircraft shown in this publication on our website and detailed on your confirmation 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 this. The latest flight 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 flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk. Our publication/website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

16 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 28 days of return to the UK, setting out the reasons for disappointment. If you fail to follow this simple procedure we

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will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this agreement.

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.

17. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. 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.

18. Financial security

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this publication and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 5914. In respect of all arrangements including flights you will receive a Confirmation from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

19 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 to enable them to provide you with your holiday arrangements. When making a booking with us, you are consenting to your personal information being passed on to our suppliers. Our full Data Protection Policy is available on our website or on request.