

## Hays Tour Operating Limited Booking Conditions

### 1. **Your holiday contract**

- 1.1. Your booking is made with Hays Tour Operating Limited (“us”, “we”), and the following booking conditions form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read the booking conditions and agree to them.
- 1.2. In these booking conditions, “you” and “your” mean all of the people named on the booking (including anyone who is added or substituted) or any one of them, as the context requires.
- 1.3. The person who makes the booking (the “lead passenger”) must be 18 years old. They must have the authority to agree to these booking conditions on behalf of all of the people named on the booking.

### 2. **Before you book**

#### 2.1. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

#### 2.2. Travel Advice

The Foreign & Commonwealth Office issues essential travel advice on destinations, which includes information on passports, visas, health, safety and security and more. Make sure you have a look at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)

#### 2.3. Health / Vaccinations

You should contact your GP or a specialist vaccination centre for details of the measures you will need to take prior to departure.

#### 2.4. Excursions and activities which form part of your package

We offer various excursions and activities which you can book with us as part of your holiday arrangements. These will be shown in your invoice. Some activities may require you to be in good health and, by booking with us, you confirm that anyone participating is in good health with no medical history that would make it dangerous to participate. You must observe safety instructions at all times. Excursions and activities are subject to minimum numbers, and may be cancelled at short notice. In such circumstance, you will receive a full refund of monies paid for the excursion or activity in question.

#### 2.5. Excursions and activities which do not form part of your package

Excursions or activities that you do not book with us are not part of your package holiday provided by us. This will include excursions or activities where we have introduced you to the operator of the excursion or activity whilst you are on holiday. Your contract will be with the operator and not with us. We are not responsible for the provision of such an excursion, tour or activity or for anything that happens during the course of its provision by the operator.

**3. Booking and Paying For Your Holiday**

- 3.1. When you confirm a holiday booking you must pay a deposit of either £150 per person or any higher deposit which applies to your holiday. The deposit will only be refundable as set out in these booking conditions.
- 3.2. Bookings made directly on our website or within 84 days (12 weeks) of your departure date require full payment at the time of booking. Bookings that include a cruise require full payment at the time of booking if made within 112 days (16 weeks) of your departure.
- 3.3. Some travel arrangements need to be paid in full at time of booking and/or are non-refundable should you subsequently cancel. We will inform you of this when you book. Please also refer to 6.3 (If You Cancel Your Holiday).
- 3.4. The balance of the price of your travel arrangements must be received at least 84 days (12 weeks) before departure and, in the case of bookings including a cruise, at least 112 days (16 weeks) before departure. If we or your travel agent have not received full payment before that time, we reserve the right to treat your booking as cancelled by you and to retain the deposit paid. If we do not choose to treat your booking as cancelled immediately because you have promised to make payment, if you still do not make full payment the cancellation charges shown at 6.2 will become due depending on the date we reasonably treat your booking as cancelled.
- 3.5. We reserve the right to cancel a booking which has been made at an incorrect price. When we become aware of any such pricing error, we will notify you as soon as reasonably possible. You will be given the option of accepting the correct price for your holiday, booking an alternative holiday or receiving a full refund.
- 3.6. A booking is not accepted until we issue an invoice. The date shown on the invoice is the date of booking.
- 3.7. We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease, and correct errors in, advertised prices and to change any of the holiday details advertised. Any changes will be made known to you at the time of booking.
- 3.8. It is important to check the details on the invoice when you get it. If any details appear to be incorrect or incomplete, please contact us immediately as it may not be possible to make changes later. Any misspelled or incorrect names must be corrected. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. We may charge a fee for any amendments.
- 3.9. Out Of Date Range Flights  
Occasionally when a booking is made a long time before the departure date, flight details may not be available. If this is the case, we will inform you at the time of booking. When the timings and other flight details become available we will inform you of these. If these flight details amount to a significant change to your holiday (see 7.5) we will offer you the options set out at 7.8 of these booking conditions.

3.10. Insurance

You should take out appropriate travel insurance which provides cover against loss of deposit or cancellation fees and against medical costs. Please read your policy details carefully and take them with you on holiday.

3.11. Advance Passenger Information

You must make sure advanced passenger information is submitted directly to your airline in advance of travel for all destinations.

3.12. Special Requests

We will endeavour to comply with any special requests we receive (such as specific airline seating, dietary requirements or specific rooms) and will pass any special requests to the relevant supplier. However, we are unable to guarantee that such requests will be met and are not liable for any loss suffered in the event of such requests not being complied with.

**4. Your Financial Protection**

4.1. We provide full financial protection for our package holidays.

4.2. For holidays which include a flight this is through our Air Travel Organiser's Licence number 10531 issued by the CAA of 45-59 Kingsway, London WC2B 6TE ([www.caa.co.uk](http://www.caa.co.uk)).

4.3. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

4.4. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

4.5. If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

4.6. When you buy a holiday which includes a flight, all money you pay to a travel agent is held by them on behalf of the Trustees of the Air Travel Trust, subject to their obligation to pay it to us as long as we do not fail. If we fail, any money held by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to a travel agent are held by them on our behalf at all times.

- 4.7. When you buy a package holiday which doesn't include a flight, protection is provided by way of a bond held by ABTA of 30 Park Street, London, SE1 9EQ ([www.abta.com](http://www.abta.com)).

**5. If You Want To Change Your Holiday**

- 5.1. If you want to change any part of your holiday arrangements after the invoice has been issued, for example your chosen departure date or accommodation, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the lead passenger or by your travel agent. If it is possible to make the change, it will be subject to an administration charge of £50 per person, and payment of any further costs we incur in making this alteration. 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.

- 5.2. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare.

- 5.3. Some accommodation and transport is priced according to the number of people. If fewer people share then the cost per person may go up.

- 5.4. If you change your booking to a holiday of lower value and then you cancel that holiday we can levy cancellation charges on the value of the original booking.

**5.5. Transferring Bookings**

You may transfer the booking to another person. An administration charge will be made of £50 per person for transfer requests made more than 61 days before departure, and £100 per person within 61 days before departure. You must also pay any further costs we incur in making this transfer. As most airlines do not permit name changes after tickets have been issued, these charges are likely to include the full cost of the flight. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

**6. If You Cancel Your Holiday**

- 6.1. If you or anyone on your holiday booking wishes to cancel the holiday, the lead passenger must notify us in writing (including by e-mail). Any notification by telephone will take effect at the time given provided that it is confirmed in writing by the lead passenger within 24 hours.

- 6.2. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges when you cancel. The amount of the charges depends on how long before departure you cancel and on whether or not your holiday includes a cruise, as set out in the tables below. "Deposit" means any amount paid or payable at the time of booking.

**Cancellation charges if your holiday does not include a cruise:**

<b>Time of cancellation (days prior to departure)</b>	<b>Cancellation charge</b>
84 days or more	Loss of deposit
83 – 70 days	40% of total holiday cost *
69 – 42 days	60% of total holiday cost *
41 – 33 days	70% of total holiday cost *
32 – 15 days	90% of total holiday cost *
14 days or less	100% of total holiday cost

\* or loss of deposit if greater.

**Cancellation charges if your holiday includes a cruise:**

<b>Time of cancellation (days prior to departure)</b>	<b>Cancellation charge</b>
112 days or more	Loss of deposit
111 – 50 days	75% of total holiday cost *
49 days or less	100% of total holiday cost

\* or loss of deposit if greater.

6.3. Higher cancellation charges may apply in cases where we know that the costs to us of cancelling your travel arrangements will exceed the standard charges. If this is the case we will inform you at the time of booking.

6.4. Insurance premiums and amendment charges are not refundable in the event of cancellation.

6.5. You can cancel your booking before it has started without paying cancellation charges if the performance of your holiday, or travel to your destination, is significantly affected by unavoidable and extraordinary circumstances at your destination or in its immediate vicinity. We will observe advice provided by the UK Foreign & Commonwealth Office.

**7. If We Change Or Cancel Your Holiday**

**7.1. Accuracy of Information**

We rigorously check the information given in our advertising to ensure that it is correct to the best of our knowledge at the time of issue. However, we cannot guarantee the accuracy of the descriptions of the travel products displayed. Facilities may have changed from those advertised or be unavailable. Hoteliers and other suppliers may wish to maintain or improve their facilities, or take a break themselves. Tour, excursion, cruise or safari itineraries may change as a result of local conditions. We will always endeavour to advise you of any significant changes that we are made aware of prior to your departure.

**7.2. Building Works**

Many hotels and resorts are continuing to develop, sometimes intensively and often with little or no advance warning. Whilst we have no control over such work, it is important to us that you are aware of any significant building work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of works

which might reasonably be expected to seriously impair the enjoyment of your holiday, we will notify you as soon as possible.

7.3. Exclusive Escorted Departures

Provision of a Hays Travel staff escort on our advertised Exclusive Escorted Departures is subject to minimum passenger numbers being reached. Should minimum numbers not be reached your holiday will continue with other local ground representation. If this is the case, we will notify you a minimum of four weeks prior to departure.

If We Change Or Cancel Your Holiday Before Your Departure

7.4. We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking. We plan arrangements a long time in advance of your holiday using independent suppliers, such as airlines and hotels, over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to change or cancel your holiday at any time. If we have to make a significant change or cancel, we will tell you as soon as possible.

7.5. A significant change includes a change of accommodation to that of a lower standard for the whole or a major part of your time away, a change of flight time of more than 12 hours, a change of UK departure airport (except between London airports), or a significant change of resort area. Examples of insignificant changes include alteration of your flights by less than 12 hours, changes to aircraft type, changes of carriers, change of accommodation to another of the same or higher standard,.

7.6. We will only cancel your confirmed booking after you have made full payment where we are forced to do so by unavoidable and extraordinary circumstances (see 7.10) or if the minimum number of clients required for a particular travel arrangement is not reached.

7.7. If we cancel your holiday you can choose either to have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

7.8. Where there has been a significant change to your holiday we will offer you the choice of:

- accepting the changed arrangements; or
- accepting alternative travel arrangements, if available (we will refund any price difference if the alternative is of a lower value); or
- cancelling, in which case you will receive a full refund.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

7.9. If we have to make a significant change or cancel we will pay you the compensation set out in the table below, unless:

- we are forced to make a change or cancel by unavoidable and extraordinary circumstances (see 7.10);
- we have to cancel because the minimum number of passengers necessary for us to operate your holiday has not been reached;
- we cancel as a result of your failure to comply with any significant requirement of these booking conditions (such as making payment on time).

<b>Time of significant change or cancellation (days prior to departure)</b>	<b>Compensation per person</b>
More than 60 days	Nil
60 – 42 days	£10
41 – 33 days	£20
32 – 15 days	£30
14 days or less	£40

No compensation is due for changes that are not significant changes.

7.10. Unavoidable and extraordinary circumstances

We shall not be in breach of our contract with you nor liable for delay in performing, or failure to perform, any of our obligations under our contract with you if such delay or failure results from a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (“**unavoidable and extraordinary circumstances**”), including but not limited to, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire or unavoidable technical problems with transport.

8. **On Holiday**

8.1. Flight Delays

When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. Such arrangements will normally be the responsibility of the airline. If you have taken out a travel insurance policy you should have cover against delays.

8.2. Cutting Your Holiday Short

If you return home early where a problem with the services provided does not reasonably justify it, we will not offer you any refund for the part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment.

Behaviour

8.3. If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing or is likely to cause danger or upset or persistently affect the enjoyment of others, or to cause damage to property, we reserve the right to terminate your holiday. Should this happen no refund or compensation will be paid and we will have no further responsibility for your holiday arrangements (including any return travel).

8.4. You will be responsible for all damage you cause to any vehicle, accommodation or their contents during your holiday. These charges may need to be paid locally.

8.5. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

8.6. Representative Services

Please note we do not have representative services available in all the destinations we feature and therefore you will not necessarily be met on arrival. Please ensure you refer to your travel documents which will provide the appropriate contacts details should you need assistance whilst on holiday.

8.7. Airline failure

In the unlikely event that the airline with which you are traveling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

8.8. Charges payable locally

In addition to your holiday price you may have to pay charges locally in resort, such as city taxes, resort fees and breakage/security deposits. Please ensure you have sufficient local currency available at your destination.

9. **Our Liability to You**

9.1. Please read this clause carefully as it sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you under or in connection with our contract with you.

9.2. We are responsible for the performance of the travel services included in your package travel contract, irrespective of whether those services are to be performed other travel service providers (our suppliers). If any of the travel services are not performed in accordance with the package travel contract and we don't put that right we may be liable to offer you compensation, but within the limits of the law and the terms of our contract with you.

9.3. Nothing in these booking conditions shall limit or exclude our liability for:

9.3.1. death or personal injury resulting from negligence; or

9.3.2. fraud or fraudulent misrepresentation; or

9.3.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

9.3.4. any other liabilities for which it would be illegal or unlawful for us to limit or exclude that liability.

9.4. We shall not be liable to you, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any damage, expense, cost or other sum or claim of any description whatsoever which results from:

9.4.1. your acts or omissions; or

9.4.2. unavoidable and extraordinary circumstances (see 7.10)

9.5. Without prejudice to clauses 9.3 and 9.4, our total liability arising under or in connection with our contract with you, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to a maximum of three times the cost of your travel arrangements.

9.6. Our liability will also be limited in accordance with and/or in an identical manner to:

9.6.1. The contractual terms of our suppliers (such as airlines, accommodation or transport providers) that provide your travel arrangements. These terms are incorporated into this contract; and



- 9.6.2. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.
- 9.6.3. Copies of the transport companies' contractual terms, or the international conventions, are available on request.
- 9.7. Under EU Regulation 261/2004 you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.
- 9.8. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
- 10. If You Have A Comment or Complaint**
- 10.1. If you have a complaint about any of the services included in your holiday, please inform our local agent or notify the supplier of the service in question (e.g. hotelier). If your complaint is not resolved locally, please contact us through our In Resort Team on +44 191 510 6266 and we will endeavour to put things right.
- 10.2. If you do not make your complaint as soon as possible while on holiday, this will affect our ability to investigate and take remedial action and this may affect your rights under your contract with us.
- 10.3. If a problem remains unresolved during your holiday, you must make a complaint in writing to us within 28 days of the completion of the holiday. Please remember to quote your holiday booking number and daytime telephone number.
- 10.4. We are a Member of ABTA, membership number Y6070. 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 can't 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).
- 10.5. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

11. **Privacy notice**

- 11.1. We are committed to respecting your privacy and protecting your personal information. Our privacy notice is available on our website.

12. **Governing Law**

- 12.1. Your contract with us and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales.
- 12.2. You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract between us.