

## Booking Conditions

### 1. Contract:

Real Holidays will act as an agent in the booking of your holiday arrangements. These terms of business set out the basis on which we arrange these services, acting as an agent. Your contract will be with the supplier (e.g. airline, accommodation provider/ owner, car hire firm etc, referred to from now on as the principal) and their booking conditions will apply. We advise you to obtain and read those. Please ask us for a copy if you do not have one.

As an agent, we accept no responsibility for the provision of the services by the principal with whom you have a contract. All services that we provide or that are sold through us are not an offer by us to sell any services, but an invitation to you to make an offer to the principals of the services. We are free to accept that offer on behalf of those principals or to reject it.

We are not offering for sale any "packages" or act as an "organiser" within the meaning of the Package Travel, Package Holidays and Package Tours Regulations 1992 and the Regulations do not apply to any booking you may make.

### 2.. Making a booking and payment:

When you have chosen the service you wish us to book, you must pay a deposit or the full cost of the booking depending on the relevant supplier's conditions. We will then issue a receipt and a summary of the services you are requesting. This is not a confirmation of your booking, it is just an acknowledgment that we have received your request and have passed it on to the principal. Your booking is confirmed and a contract between you and the principal will exist when we send you confirmation on their behalf.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Special Requests: You may make a special request (eg interconnecting rooms, airline seating, non-smoking rooms) on the Booking Form. These are subject to availability and are not guaranteed unless we confirm their availability to you in writing.

Payments by credit card will attract a credit card charge of 2%.

Late Bookings: If you intend to travel within 56 days of booking the total holiday cost must be sent with your Booking Form

### 3. Prices

The prices shown in our brochure are correct at the time of going to press. We / service providers reserve the right to alter any of the advertised prices. You will be advised of the current price of the service that you wish to book before your contract is confirmed. Subject to the relevant suppliers terms and conditions you may choose to pay a deposit at the time of booking but the price of your travel arrangements may be subject to surcharge in accordance with the service providers terms. We will advise you as soon as possible if we are notified of any surcharge.

### 4. Travel Documents:

Once we / service providers have received full payment and approximately ten days before your departure, we shall send you your relevant travel documents (e.g. accommodation and/or car hire vouchers), plus any information relevant to your holiday. Please check all details and let us know immediately of any need for clarification. All documents (e.g. invoices/tickets/insurance policies) will be sent to you by First Class post. Once documents leave our office we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to paying the applicable charges.

### 5. Accuracy of Brochure and Amendments by the service provider:

#### 5.1

As the details featured in our brochure are arranged many months in advance, there may be occasional and valid reasons for making an amendment. We / service providers reserve the right to make such occasional changes at any time. Most of these will be minor and we shall advise you of the same at the earliest possible date. It is unlikely that our suppliers will make changes to your travel arrangements but we have no direct control over independent suppliers such as airlines, train companies and hoteliers.

#### 5.2

In the unlikely event of a significant change then services providers and we, as agents, will aim to offer an alternative property of similar standard. Where possible you will then have the choice of:-

1. Accepting the change
2. Booking alternative accommodation (and paying or receiving a refund in respect of any price difference if appropriate). If the alternative arrangements are lower in cost we, as agents, shall arrange for an appropriate refund. If the alternative offered is

- higher in cost you will be liable for the price difference.
3. If no suitable alternative can be found then we will negotiate for our service providers to offer a full refund less any insurance premiums or booking fees paid.

### 5.3

In addition if we have to make a major charge within 56 days of departure (other than because of "force majeure" as defined below) and as a result you choose one of the options above we shall pay you the compensation shown below:

Period Before Departure as Advised by You                      Pounds per Person (excluding infants under 2)

56 Days and Over	Nil
43-56 Days	£10
29-42 Days	£15
15-28 Days	£20
0-14 Days	£25

### 5.4

Very rarely we / service providers may be forced to curtail your holiday after the date of departure in circumstances amounting to "force majeure". In this very unusual situation we shall not be able to make any refund or pay any compensation or be responsible for any costs or expenses incurred by you as a result.

### 6. Change of Holiday Accommodation

We do not control the day to day management of the accommodation and it is possible that we may be advised that the accommodation is not available when you arrive. If this happens we shall endeavour to provide accommodation of at least the same standard in the same area. If only accommodation of a lower standard is available we shall refund any difference in price (if any) between the accommodations and will pay £20 per person as a goodwill gesture for any inconvenience.

### 7. Force Majeure

There are circumstances where it is impossible for the principle to fulfil the contract as a result of war, the threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions or similar events outside their / our control. In these circumstances we shall not be liable for compensation where we are forced to cancel, delay, curtail or change your holiday in any way or where the performance of the contract is affected or prevented.

### 8. Cancellation of your Accommodation

We / service providers reserve the right to cancel confirmed services at any time. Unless cancellation is due to non payment by you then you have the option of choosing alternative, comparable, accommodation (with your paying or receiving a refund in respect of any price difference). However due to the original and individual nature of the accommodation offered it frequently may not be possible to offer you comparable accommodation to that you originally booked. In this case we will arrange a full refund (less insurance premiums).

### 10. Accommodation Description

We do not own the accommodation or other services and facilities which you will be using and changes may occur. On occasions especially during low season certain facilities may not be open or available due to maintenance, weather conditions, lack of demand or for other reasons. In such circumstances we cannot be held responsible.

### 11 Carriage by Air, Sea, Rail and the Use of our Suppliers' Goods and Services:

When you travel by air, sea or rail you are subject to the conditions and terms of carriage of carrier. Similarly when you use the goods or services of our suppliers (e.g. car hire) these will be subject to their own conditions, which you should examine carefully as to your rights (copies available on request). Carriage by carrier is also subject to international conventions, which limit liability for death injury delay and baggage delay or loss. Operational decisions of carriers and of ports, airports or stations may result in delays or the re-scheduling of services for which Real Holidays will not be responsible.

### 12. Your commitment to Real Holidays:

12.1 Booking Your Travel Arrangements: When you wish to confirm your travel arrangements, you must pay a deposit as indicated at the time of booking. We will also ask you to sign our Booking Form but, when booking, you agree to be bound by these Booking Conditions whether or not you have signed the booking form. You should also take out travel insurance either through us or independently to a given standard.

12.2 Payment to Us: Unless you have paid in full or if your booking is within 8 weeks of departure when you must pay the full price at the time of booking, we will send a Final Invoice to you setting out the balance (if any) due to be paid to the principle. Payment of the balance of the total cost will be due not later than 8 weeks before departure. If you do not pay in full within 8 weeks of departure, we / the principle reserve the right to treat your booking as cancelled, in which case cancellation charges of up to 100% may apply.

12.3 Making Changes to Your Travel Arrangements: If you wish to change any part of your travel arrangements after we have sent a Confirmation Invoice to you, we will do our best to help, provided that we are advised of such changes in writing by the person who has signed the Booking Form more than 8 weeks prior to departure. In many cases, changes will not be possible, but if we can negotiate a change with our suppliers then there will be a minimum amendment fee payable of £25.00 per person (together with any additional costs passed on by our suppliers) where changes are possible. If for serious reasons of health, the death of a close relative or for jury service you

are prevented from proceeding with your travel arrangements, you may be able to transfer your booking to another person, provided that we are given reasonable notice in writing by the person who has signed the Booking Form, usually at least 8 weeks before departure, and all suppliers of your travel arrangements also consent. However, no guarantee is to be implied that we can arrange this. If a transfer of booking is possible then a minimum amendment fee of £25.00 is payable per person (together with any other increased costs passed on by our suppliers) and both yourself and the person to whom the booking is transferred will each become liable together and separately to pay to us any balance due for the price and any cancellation or amendment fees of Real Holidays or its suppliers. In certain circumstances, your insurance policy may cover you for some additional charges which may arise.

**12.4 Cancelling Your Travel Arrangements:** Should you or any member of your party cancel your booking, or part of it, then we must be notified in writing by the person who signed the Booking Form and the cancellation will take effect from the date when the written notice of cancellation is received. The principle may charge a cancellation charge (please contact us if you require these charges in writing) which may be up to 100% of the cost of the arrangements. In addition you must pay us any additional cancellation or amendment charges as stated on your booking summary.

**13. Breakages and Damage:** You will be responsible for any breakages, losses or damage caused by you or a member of your party during your stay in the accommodation. It is your responsibility to put right the damage or to make full payment to the supplier before departure and to indemnify us against any losses, damages or claims made against us.

#### 14. Complaints:

**14.1** We would wish to resolve amicably any reasonable complaint relating to the standard of your travel or accommodation arrangements. However, if there are any problems with the services whilst you are away, you must follow the procedure below:

1. Inform our local representative (in the case of Agrilife) and / or the property owner / manager or other service provider as soon as possible.
2. If you cannot contact a local representative, property owner / manager or other service provider within a reasonable amount of time or you are not satisfied with their response then please telephone our UK office.
3. You must then allow sufficient time for the local representative, property owner / manager, service provider or ourselves to try to resolve the complaint which can take longer in some countries.

**14.2.** If the problem cannot be resolved locally you must follow this up within 28 days of your return home by writing to us giving your original booking reference number and all other relevant information. It is a condition of this agreement that you communicate any problem to the supplier of the services in question AND follow this up with a written complaint. If you fail to follow the above procedure we / our service providers cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the matter. We will do our best to help with problems which arise with your holiday even where we cannot accept responsibility and have no legal obligation to help.

**14.3** In the unlikely event that a complaint cannot be settled amicably between us, you are then able to refer (if you wish) a dispute arising out of this contract to arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents, is administered independently by the Chartered Institute of Arbitrators. The scheme, details of which can be supplied on request, provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £5000 per person and an overall limit of £25,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness. If you elect to seek redress under this scheme, written notice requesting arbitration must be made within 9 months after the scheduled date of return, but in special circumstances it may still be offered outside this period.

#### 15. Liability

**15.1** We accept responsibility for ensuring the services which you book through us are supplied as described in our brochure and that the services that the principle is contractually obliged to provide are to a reasonable standard. As agent our responsibilities are limited to making the booking in line with your instructions and your contract is with the relevant service provider. However we accept responsibility for the negligent acts and/or omissions of our employees or whilst acting within the scope of, or in the course of their employment limited (save in the case of death bodily injury or illness) as stated below. In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the value of the accommodation. (or the appropriate proportion of this if not everyone on the booking is affected).

**15.2** Neither we nor any service provider will have any liability where the accommodation cannot be provided as booked due to circumstances beyond our / the service providers control. Such events are likely to include (but are not limited to) those found in paragraph 7).

**15.3** In the event that we are found liable for loss of and/or damage to any luggage or personal possessions (including money) the maximum amount which we will pay to you and your party is £25 per person in total as you and your party are assumed to have taken out adequate travel insurance for your holiday.

**15.4** We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

**16. Health, Passports/Visas and Insurance:** It is your responsibility to ensure that you and other members of your party obtain the right

inoculations and medical advice before you travel. Similarly, it is your responsibility to ensure that you and other members of your party have correct and valid passports and visas before the holiday commences. In respect of passports, you will require a full 10 year British Citizens Passport which is not due to expire within 3 months from your expected date of return.

It is also important that your holiday insurance is adequate, and covers matters such as the cost of cancellation and the cost of assistance, including repatriation, in the event of accident or illness.

17. Behaviour: You are responsible for compliance with all relevant regulations governing carriage by air or any other mode of transport and your stay during your holiday. If in the opinion of our local agent or representative your behaviour is disruptive or causing distress, injury or danger to other clients, or any other third party, your holiday may be terminated and we / the service provider shall not be responsible for any costs or claims that are incurred.

18. Data Protection: Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed onto the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed onto security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant supplier, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant person. Full details of our data protection policy are available upon request.

19. Financial Protection: Many of the suppliers that we act for offer protection for your monies but in addition we have chosen to lodge a bond with ABTA to protect clients in the unlikely event of Real Holidays failing.

20. ABTA Statement. Real Holidays Ltd is a Member of ABTA with membership number A7208 and W212X. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 68-71 Newman Street, London, W1T 3AH Tel: 020 76372444 or [www.abta.com](http://www.abta.com)