

Hays Tour Operating Limited Terms & Conditions

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Your holiday contract 1.1

Your booking is made with Hays Tour Operating Ltd ("us", "we"), and the following terms and conditions together with the Important Information ("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" means all of the people named on the booking (including anyone who is added or substituted) or any one of them, as the context requires, and "lead passenger" means the person who makes the booking.

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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 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.

2.3 Experiences

We are pleased to be able to offer various "experiences" and activities, which you can pre-book with us as part of your holiday arrangements. Some of these experiences and activities may require you to be in good physical and mental health and, by booking with us, you confirm that you and your party are in good health with no medical history that would make it dangerous for you to participate. You must observe safety instructions at all times. We will only accept responsibility if it is caused by our negligence. The experiences 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.

2.4 Locally Advertised Excursions

On occasion we may advertise details of local excursions which cannot be booked through us, however, such excursions are subject to supply and demand and may not always be available locally. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

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Booking and Paying For Your Holiday

3.1 Your Commitment To Us

3.1.1 When you or your Travel Agent wish to 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.

3.1.2 Bookings made directly on our website or within 98 days of your departure date require full payment at the time of booking.

3.1.3 Some special offer flights will need to be paid in full at time of booking and are non-refundable should you subsequently cancel. Please note some airlines have certain ticketing deadlines and these may affect any cancellation charges – please refer to 4.3 (Cancelling Your Holiday).

3.1.4 After your booking is taken and a deposit received, a confirmation invoice will be sent to you detailing the total cost due. Full payment must be received not less than 98 days before departure. If we or your travel agent have not received full payment at least 98 days before departure, 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 4.3 will become due depending on the date we reasonably treat your booking as cancelled.

3.1.5 Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to provide us with your first forename (as shown in your passport) as well as your title and surname.

3.1.6 If you wish to make a modification to an advertised holiday we will try to assist. A change of hotel will be charged at the difference in published price, subject to availability. If we have to make a special request for alternative or extra space, an administration fee of £20 per booking will be charged. Additional services will be quoted for upon request.

3.1.7 Any supplements to be added to the cost of your holiday will be quoted to you at the time of booking. They do not necessarily indicate that any additional services will be provided.

3.1.8 We make a charge for payment by credit card.

3.1.9 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 or booking an alternative holiday.

3.2 Our Commitment To You

3.2.1 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.

3.2.2 A booking is not accepted until we issue an invoice. The date shown on the invoice, which will be sent to you or your Travel Agent is the date of booking. 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 or your Travel Agent immediately as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). 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. Once your booking is confirmed, you will be given a reference number.

3.3 Your Financial Protection

3.3.1 When you buy a flight inclusive package holiday from us it is authorised under our ATOL number 10531 and protected under the ATOL scheme.

3.3.2 We, or the suppliers of the services you have bought, will provide you with the services you have bought (or a suitable alternative). In some cases, where neither we nor the supplier are 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).

3.4 Out Of Date Range Flights

Scheduled airlines will generally not have loaded their seats to sell until approximately 10 months before the departure. Should this apply we will inform you at the time of booking and calculate the price in anticipation that seats will be available in the specific airline booking class to which our specially negotiated airfares apply. We will issue an invoice recording the arrangements reserved for you and will take a deposit. A contract between us will then come into existence on the basis that the price payable will be that applicable when the airline releases the seats and the timings and other flight details will be those confirmed at that time which may be different to those advised at the time of booking. When the airline seats become available to book we will tell you the price and other flight details and give you 7 days to tell us whether you wish to continue with the booking on the basis of the confirmed price and other details or cancel and receive a full refund. If you wish to continue with the booking, we will issue a revised invoice. In the event that flight seats do not become available, you will receive a full refund of your deposit. We will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights.

3.5 Insurance

It is important that you have insurance cover and that it is adequate and suitable for your particular needs. If you fail to take out insurance and have to cancel your booking, you will be charged in accordance with our normal terms and conditions. Furthermore, if you require medical/any other form of assistance whilst on holiday you will not be covered and you in turn may incur significant costs. Please read your policy details carefully and take them with you on holiday.

3.6 Travel Information & Documents

You should receive with your invoice a copy of our destination information covering the area/s you are visiting and general information. We strongly recommend that you read these. Approximately 7 days before departure you will receive your flight/ e-ticket together with an itinerary. However, in the case of late payment and/or late bookings, tickets may be handed to you at the airport on departure. Please ensure that you check the flight timings on your tickets carefully. The correct timings, using the 24-hour clock system, may have been adjusted since we published the brochure and since you received your invoice.

If You Want To Change Or Cancel Your Holiday

4.1 Changes Or Additions To Your Holiday

If you want to change any part of your holiday arrangements after the invoice has been issued, 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 person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge of £50 per booking, and payment of any further costs we incur in making this alteration. If we agree that you may change your booking to a holiday of lower value, and then you cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking. 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.

4.2 Transferring Bookings

If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason, we will agree to that person's booking being transferred to another person (introduced by you) who satisfies all the conditions applicable to the package, subject to both persons accepting liability for full payment of the holiday cost and all costs and charges incurred by us and/or incurred or imposed by any of our suppliers in order to make the transfer. We must be given at least 14 days notice of the transfer request. An administration charge will be made of £50 per person for requests made more than 61 days before departure, and £100 per person within 61 days before departure. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

4.3 Cancelling Your Holiday

4.3.1 If you or anyone on your holiday booking wishes to cancel the holiday, the lead name must notify us as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours by the lead name. Cancellation will take effect when we are notified provided that written confirmation is received by us within 24 hours of the original notification.

4.3.2 A cancellation invoice will be sent to you or your travel agent within 7 days, if you do not receive this please contact us immediately in order to prevent an increase in charges. Should you already be in receipt of your airline tickets please also return them to us along with your cancellation request.

4.3.3 The following charges will be payable depending on when the notification of cancellation is received. References to the deposit include all sums paid or payable at the time of booking.

Time of cancellation (days prior to departure)	Cancellation charge per person
70 days or more	Loss of deposit
69 – 42 days	50% of total holiday cost *
41 – 33 days	60% 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

4.3.4 Please also note:

In certain cases airline ticketing deadlines may apply, resulting in higher cancellation charges. Please ask for details at the time of booking.

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

4.3.5 You should take out appropriate travel insurance which provides cover against loss of deposit or cancellation fees.

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If We Change Or Cancel Your Holiday

5.1 Accuracy of advertising

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, facilities may have changed from those advertised or be unavailable. Please check the up to date position at the time of booking. For example, hoteliers, restaurateurs, 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.

5.2 Building & Development Work

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible tour operator, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work where this can reasonably be expected to have an effect on your holiday, we will endeavour to notify you of it as soon as possible, however near to your departure this may be.

5.3 Flight Details

Flight times, carriers and routes advertised and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation.

Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Airlines occasionally change the type of aircraft used without advance warning. Scheduled and charter flight timings, and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a reduction in the duration of your holiday, we will offer you a refund of any applicable costs. Any change in the airline providing your flights, flight timings and/or aircraft type will not entitle you to cancel or change your other holiday arrangements without paying our normal charges.

5.4 If We Change Or Cancel Your Holiday Before Your Departure

5.4.1 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.

5.4.2 A significant change includes a change of accommodation to that of a lower category or price 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.

5.4.3 We will only cancel your confirmed booking after you have made full payment where we are forced to do so by a Force Majeure Event (see 5.5) or if the minimum number of clients required for a particular travel arrangement is not reached.

5.4.4 Where there has been a significant change to your holiday, if there is time to do so before departure, we will offer you the choice of the following options:

5.4.4.1 accepting the changed arrangements; or

5.4.4.2 accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value); or

5.4.4.3 cancelling, in which case you will receive a full refund.

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

5.4.5.1 we are forced to make a change or cancel by a Force Majeure Event (see 5.6);

5.4.5.2 we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached;

5.4.5.3 we cancel as a result of your failure to comply with any significant requirement of these booking conditions (such as making payment on time).

Time of significant change or cancellation (days prior to departure)	Compensation per person
More than 60 days	Nil
60 – 42 days	£20
41 – 33 days	£30
32 – 15 days	£40
14 days or less	£50

5.4.6 No compensation is due for changes that are not significant changes. A change of flight time of less than 12 hours, airline, type of aircraft or destination airport will all be treated as minor changes.

5.5 Force Majeure

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 events, circumstances or causes beyond our reasonable control (Force Majeure Event), 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.

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On Holiday

6.1 Flight Delays

We will arrange whenever practical, and subject to the airport being able to cater for this, for a flight delay of over four hours, an appropriate meal, and for delays of over 8 hours extending beyond midnight, overnight accommodation. However, this will depend on such factors as the expected length of delay, local availability of accommodation and immigration rulings.

6.2 Behaviour

Most people go on holiday for rest and relaxation, so 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, upset or damage to property or is persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements (including any return travel).

6.3 If You Have A Complaint While You Are On Holiday

If you have cause for complaint whilst on holiday, you must bring it to the attention of our local agent or the hotel immediately. They will do their best to rectify the situation. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

6.4 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 itinerary which will provide the appropriate contact details should you need assistance whilst on holiday.

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Our Liability to You

7.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of:

7.1.1 any breach of our contract with you; or

7.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with our contract with you.

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

7.2.1 death or personal injury resulting from negligence; or

7.2.2 fraud or fraudulent misrepresentation; or

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

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

7.3 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:

7.3.1 your acts or omissions; or

7.3.2 a Force Majeure Event (see 5.5)

7.4 Without prejudice to clauses 7.2 and 7.3, 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.

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

7.5.1 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

7.5.2 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.

Copies of the transport companies' contractual terms, or the international conventions, are available on request.

7.6 Under EU law 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 of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

7.7 We accept no responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.

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If You Have A Comment or Complaint

If a problem remains unresolved during your holiday, you should 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. We will reply to you within 28 days of receipt of your letter.

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Data Protection Policy

9.1 For the purposes of the Data Protection Act 1998, we are a data controller. In order to process your booking, send you a brochure or respond to an enquiry, we need to collect personal data from you. Depending on what's required, the personal data we collect may include names and contact details, credit/debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs ("sensitive personal data"). All references in this privacy policy to personal data include sensitive personal data unless otherwise stated. The person who makes the booking is responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us.

9.2 Appropriate personal data will be passed on to the relevant suppliers of your arrangements and any other third party (including banks and/or credit card issuers) who need to know it so that your holiday can be provided. The information may also be provided to government / public authorities such as customs, immigration and the security services if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We may disclose personal data to companies in our group of companies for business purposes and to companies who act as data processors on our behalf. On occasions, we may use other companies to provide services on our behalf, such as mailing brochures and marketing material. We only provide third parties with the personal data they require in order to deliver their services. Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure and only uses it for the purposes of providing their services. In making your booking, you consent to personal data being passed on to the relevant suppliers and other third parties. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

9.3 By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in your interests or in the interests of everyone in any group with whom you are travelling. For example, if you contract an infectious illness whilst on holiday, we may need to make special arrangements for you and ensure that you do not return with the group immediately.

9.4 We would also like to store and use your personal data for future marketing purposes (for example, sending you a brochure, special offers or other marketing material) unless you have told us that you do not wish us to do so. All personal data you give us (including sensitive personal data) will be kept but we will use only names and contact details for marketing purposes. If you do not wish to receive future marketing material, please notify us in writing.

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Governing Law

10.1 Your contract with us and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 You and we irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the contract between us.