

**HELENTOURS CONCIERGE MANAGEMENT LTD  
BOOKING CONDITIONS**

These Booking Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Helentours Concierge Management Ltd a company registered in England and Wales with company number 09303277 and registered office address of UNIT A3, Gateway Tower, 32 Western Gateway, London E16 1YL ("we", "our", "us"). Please read through them carefully as they set out ours, as well as your 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 or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age and a resident of 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; and
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**1. Booking & Paying For Your Arrangements**

A booking is made with us when you pay us a deposit (or full payment if you are booking within eight (8) of departure), you send us a completed booking form. Subject to availability, upon receiving all appropriate payments, we will confirm your arrangement by issuing a confirmation invoice and booking reference. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

Upon receipt, kindly read through and check the detail on the confirmation invoice carefully as soon as you receive it. If you believe any details on the confirmation invoice, booking reference or any other document are wrong, you must contact us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies within two weeks (14 days) of us sending this out to you.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 10 weeks prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges in condition 4 will become payable.

**2. Accuracy & Prices**

We endeavour to ensure that all information, translations and prices both on our website and in any advertising material that we publish is accurate. However, occasionally changes and errors occur and we reserve the right to correct errors in both advertised and confirmed prices and other details in such circumstances.. You must check the current price and all other details relating to your chosen arrangements that you wish to book before you make your booking.

### 3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance policy fully covers and is suitable for your particular needs and chosen arrangement including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. 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.

### 4. If You Change Or Cancel Your Single Service Booking

#### Changes:

Should you wish to make any changes to your confirmed booking, it is your responsibility to notify us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will try our very best to assist in your request, we cannot guarantee we will be able to meet any such requests. Where we are able to assist, an amendment fee of £100 per person per change, as well as any costs and/or charges incurred by ourselves and/or our suppliers in making this change.

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

#### Cancellations:

In the case where you or any member of your group would need to cancel your booking with us once it has been confirmed, the group leader must immediately advise us in writing. Your notice of cancellation will only take effect when it is received in writing by us.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

As we incur costs from the time we confirm your booking, the following cancellation charges will be payable:

Period prior to departure within which written notice of cancellation is received by us	Cancellation Charge
62 days or more	Deposit only
63 – 28 days	70% of the total cost
Less than 27 days	100% of total costs

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This condition 4 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### 5. If We Change Or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or

losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control (please see condition 8) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

**6. Our Responsibility For Your Single Services Booking**

- (1) Subject to the remainder of this condition, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (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 if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) 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 or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) 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.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) 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) relate to any business.

- (7) 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 brochure. 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.

## **7. Excursions**

Please note that we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

## **8. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay your compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, this means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, global epidemics or pandemics), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, traffic congestion/restrictions and all similar events out of our or the supplier(s) concerned's control.

## **9. Complaints**

We make every effort to ensure your arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. hotelier) immediately, who will endeavour to put things right. If your complaint is not resolved locally, please contact us at [INSERT EMAIL].

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our head office within 28 days of the end of your stay, providing your booking reference and full details of your complaint. Please keep your letter concise and to the point as this will assist us to quickly identify your concerns and speed up our response to you. Should you fail to follow this simple complaints procedure set out in this condition 9, may affect our and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## **10. Your Behaviour**

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any accommodation / chalet manager or host, representative or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other guests or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation / chalet or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation / chalet or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or

any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation / chalet manager or representative or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

#### **11. Conditions Of Suppliers**

Many of the services that you experience on your holiday are provided by independent suppliers. These suppliers provided 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, normally in accordance with applicable International Conventions. Copies of the relevant terms and conditions are available upon request from us.

#### **12. Special Requests**

Should you have any special requests, kindly advise us in writing at the time of booking (room location, a particular facility at a hotel etc.). You should then confirm your requests in writing. Although we will try our very best to conform to these requests, we regret to inform you that we cannot guarantee that these requests will be met. The fact that a special request has been noted on your confirmation invoice 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 by us. We do not accept bookings that are conditional upon any special request being met.

#### **13. Disabilities & Medical Problems**

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **14. Entry, Passports, Visas & Immigration Requirements, Safety & Health Formalities**

We can provide general information entry, passport, visa, health and immigration requirements health formalities for your trip as a courtesy. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions and/or fulfil such requirements and check any information regarding your destination or country(ies) through which you are travelling. Please note that these requirements may change between booking and departure.

Such information which you may need to check includes (but is not limited) passport requirements including (but not limited to) how valid your passport must be after return date or whether your passport must be machine readable (for USA travel).

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such body would be relevant to yourself.

- the Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;

- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel because you have not complied with any entry, passport, visa, health and immigration requirements and/or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

#### **15. Law & Jurisdiction**

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

#### **16. Accommodation Ratings & Standards.**

All ratings are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

#### **17. Cutting Your Arrangements Short**

If you are forced to return home early, we cannot refund the cost of any arrangements 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 on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.