

TERMS AND CONDITIONS

Our acceptance of your deposit or payment forms a contract between us and these conditions apply. We reserve the right to refuse any booking.

CONDITIONS

No variations to these conditions shall be valid unless agreed by us in writing.

KingsHill Holidays Ltd have administrative offices at Wheelgate House, Reedness, Goole, East Yorkshire DN14 8ER. It is agreed by all parties that this contract is deemed to have been made at those offices and is subject to English law and the exclusive jurisdiction of the English courts.

YOUR OBLIGATION TO US

1. Paying for your arrangements

- i) Once you have paid us the initial deposit of £20 per person, the contract comes into existence and we will send you the confirmation/account.
- ii) The deposit is part payment of the holiday and the balance must be paid before the date specified on the invoice which is no later than 4 weeks before the departure date. Please note if we do not receive final payment by the date specified then we reserve the right to treat your booking as cancelled by you and cancellation charges will be applicable as detailed in section 3 below.
- iii) Full payment is required for all bookings made within 4 weeks of departure.

2. If you change your arrangements

If after the contract has been completed you want to change your holiday we will do our best to meet your requirements. If we can make the required alteration eg to departure date, there will be an administrative charge of up to £20 per person.

3. If you cancel your arrangements

If you or any member of your party have to cancel from the booking or cancel the entire booking once it has been accepted by us, written notification must be sent to us by recorded delivery post and charges will be applied from the date the letter is received according to the scale below. The charges are applied as a percentage of the holiday cost excluding amendment charges and insurance premiums which are non refundable in the event of cancellation.

| Period before departure date | Cancellation |
|---|--------------|
| within which written | charge |
| notification is received at our offices | per person |
| More than 28 days | Deposit only |
| 27-21 days | 30% |
| 20-7 days | 60% |

Less than 7 days 100%

IMPORTANT NOTE

If you have taken out holiday insurance you may be able to recover the cancellation charges, check your policy for details.

OUR COMMITMENT TO YOU

1. If we change your arrangements

The arrangements for the holidays are made many months in advance and occasionally it may be necessary to make changes to those arrangements. In the unlikely event of such changes arising we will endeavour to inform you as soon as reasonably possible.

However occasionally we have to make a major change, this is one made before your departure involving a change to your resort or your accommodation to a lower classification, in either case for a substantial part of the holiday. Should a major change arise before your departure we will of course notify you immediately and you will have the choice of either:-

- a) accepting the changed arrangements
- b) purchasing another holiday (subject to availability) from us
- c) cancelling your holiday and receiving a full refund of all monies paid.

In addition to this we will pay you compensation in accordance with the scale below:-

| Period of notification | Compensation |
|------------------------|--------------|
|------------------------|--------------|

of change before scheduled per person

departure date

| | |
|-------------------|-----|
| More than 28 days | Nil |
|-------------------|-----|

| | |
|--------------------|-----|
| 27 days to 14 days | £10 |
|--------------------|-----|

| | |
|-------------------|-----|
| Less than 14 days | £20 |
|-------------------|-----|

Our liability is limited to offering the above choices and compensation in the event of a major change. When the major change has been made as a result of unusual and unforeseeable circumstances beyond our control the consequences of which could not be avoided even with all due care as detailed in the paragraph entitled Force Majeure below we cannot offer any compensation.

FORCE MAJEURE

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure means any event which we or the supplier of the services in question could not foresee or avoid.

Such events may include but are not limited to war or threat of war, riots, civil strife, terrorist activity, industrial action, mechanical fault, natural or nuclear activity, adverse weather conditions, fire and all similar events outside our control.

2. If we cancel your arrangements

Normally, we will require a minimum of 25 passengers in order to provide transport by coach, but we reserve the right to operate with less at our sole discretion.

If we are forced to cancel your arrangements we will inform you as soon as possible. We will offer you the choice of an alternative of at least comparable standard (if available) or a full refund of all monies paid to us in respect of your arrangements. We will not cancel your arrangements after the date specified on the final invoice for payment of the full balance unless that balance has not been paid by you or unless it is due to reasons beyond our control as detailed in the paragraph entitled 'Force Majeure' above. If the reason is not 'Force Majeure' compensation will be payable as for a major change. See paragraph one of 'Our Commitment To You'.

3. Last Minute Special Offers.

From time to time we may publicise a tour as a last minute special offer. On these tours we reserve the right to cancel up to 5 days before departure, however the very nature of these offers makes cancellation unlikely.

Should we have to cancel, we will make every effort to find you a suitable alternative holiday, but if we cannot, then as the limit of our liability we will refund your payments in full.

4. Surcharges

After we have confirmed your arrangements, we will only alter the price in the event of government action, increases in transport or fuel costs.

In the case of an increase (which you will be notified of no later than 30 days prior to departure), we will absorb an amount equal to 2% of the holiday price excluding insurance premiums and any amendment charges. Only amounts in excess of the 2% will be surcharged but if there is a surcharge payable there will be an administrative charge of 50p per person. If this means paying more than 10% of the holiday cost you will be entitled to cancel your holiday and receive a full refund of all monies paid to us (excluding insurance premiums and amendment charges). Should you decide to cancel in these circumstances you must exercise your right to do so within 14 days from the issue date on the invoice notifying you of the surcharge. Our guarantee does not cover any levy introduced by the government to provide financial back up for holiday-makers which you would be required to pay.

OUR RESPONSIBILITY

1. We accept responsibility if the arrangements we have contracted to provide prove deficient or not of a reasonable standard. We further accept responsibility for the acts and/or omissions of our employees, agents, suppliers and sub-contractors (providing they were at the time carrying out work authorised by us) except where these result in death, personal injury or illness. In all cases except where personal injury, death or illness results, our maximum liability is limited to twice the price paid (excluding insurance premiums and amendment charges). This clause is subject to force majeure and the other terms of these booking conditions.

2. Subject to these booking conditions we accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorized by us) except where the failure to perform or improper performance was due to:

a) your own acts or omissions or

b) those of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

c) an event which either ourselves or the supplier of the service in question could not have foreseen or been avoided even with all due care.

3. It is a condition of the acceptance of liability set out above that you notify any claim in accordance with the complaint procedure set out below. Where any payment is made to you or any member of your party, that person must also assign to ourselves or our insurers any rights they may have to pursue any third party.

4. In all cases, our liabilities in respect of air, sea, rail and road carriers/providers of accommodation are limited as if we were carriers/providers of accommodation within the applicable international conventions.

5. If you suffer personal injury or death by misadventure as a result of an activity which does not form part of the holiday arrangements nor an excursion sold through us, we will not be liable to pay you compensation but we will give you assistance if you are in difficulty and ask for help. This assistance may, subject to our discretion and prior approval, include financial assistance with legal expenses to enable you to take proceedings against any third party responsible. All assistance is provided subject to a maximum total cost to ourselves of £5,000 per booking form. In addition if you should be successful in obtaining a costs order against any third party or if you are able to claim under any insurance policy you may have we shall be entitled to recoup from you the costs actually incurred by us.

The company can accept no responsibility for clients who arrive late at the pick up point and miss their holiday as a result.

All clients undertake to behave with propriety and in such a manner as in no way to cause or be likely to cause damage, distress, danger or annoyance to other

clients, property and/or any third party. The contract of any client in breach of this clause will be terminated and neither we nor the providers of the services in question will have any further contractual obligations to you.

COMPLAINTS

Should you have any complaints about any aspect of the arrangements, you must inform us immediately. Problems can most easily be dealt with on the spot and you must register any complaints with the hotel or our representative. In the unlikely event that an amicable solution cannot be found, please ensure that you write to us within 28 days of your return with full details of your complaint. We cannot accept any complaints received outside this period.

OUR PUBLICITY

We have taken every care in ensuring that the information in our publications is correct at the time of printing. However we are sure you will appreciate that subsequently minor alterations may arise. In such cases and if we are forewarned we will make every effort to advise you as soon as reasonably possible.

PROTECTION OF CUSTOMER FUNDS

KingsHill Holidays comply with Package Tour Regulation 20 1992 for the protection of customer prepayments - all such monies will be deposited in a secure Trustee Account controlled by independent trustees who accept the obligation for controlling this account in the interest of our customers.